

UNITED STATES DEPARTMENT OF JUSTICE  
WASHINGTON, D.C. 20530

R226  
Approval Expires Oct. 31, 1981

Form OBD-68  
(Rev 10-14-76)  
Formerly DJ-307  
for

AMENDMENT TO REGISTRATION STATEMENT

Pursuant to the Foreign Agents  
Registration Act of 1938, as amended.

1. Name of Registrant Gray and Company Public Communications International, Inc.	2. Registration No. 3301
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To correct a deficiency in
- Initial Statement
- Supplemental Statement for \_\_\_\_\_
- To give a 10-day notice of a change in information as required by Section 2(b) of the Act.
- Other purpose (specify) \_\_\_\_\_
- To give notice of change in an exhibit previously filed.

for the People's Republic of Angola

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4. If this amendment requires the filing of a document or documents, please list-

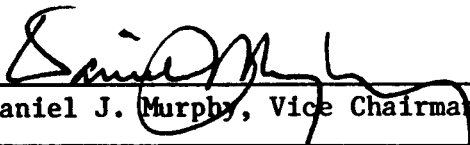
Exhibit B and attachments for a filing update on the People's Republic of Angola.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

On January 30, the registrant filed Exhibit B stating the agreement was on oral one, and that the duration, fees, and expenses had not been agreed upon. On January 31, a formal written contract was drafted by the registrant and signed by the foreign principal. This formal written contract was returned to the registrant by February 5. This Amendment to Registration Statement therefore is to give a 10-day notice of change in information, and to amend the previously filed Exhibit B (and attachments).

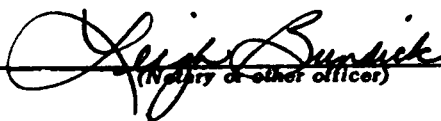
The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this amendment and that he is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (their) knowledge and belief.

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

  
Daniel J. Murphy, Vice Chairman

Subscribed and sworn to before me at Washington, DC

this 7 day of February, 1986

  
(Notary or other officer)

My commission expires 5-14-90

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Gray and Company Public Communications International, Inc.	Government of the People's Republic of Angola

Check Appropriate Boxes:

- The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will provide public relations and government relations counsel and services, relating to the People's Republic of Angola, to JDS International Consulting.

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DATE 3-17-86

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please refer to Question # 4 on the reverse side.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Please refer to Question #4 on the reverse side.

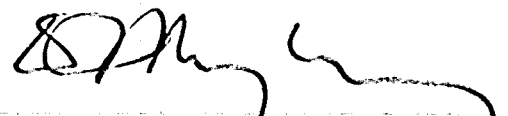
Date of Exhibit B

2/7/86

Name and Title

Daniel J. Murphy  
Vice Chairman

Signature



<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

DJM



**GRAY AND COMPANY**

ADMIRAL DANIEL J. MURPHY, USN (RET)  
VICE CHAIRMAN

January 31, 1986

John D. Sassi, President  
JDS International Consulting  
157 Castle Heights Avenue  
Pennsville, NJ 08070

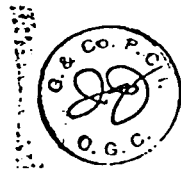
Dear Mr. Sassi:

Please accept this letter of agreement by which Gray and Company Public Communications International, Inc. ("Gray and Company") will provide public relations and government relations counsel and services, relating to the People's Republic of Angola ("Angola"), to JDS International Consulting ("JDS").

The fee for Gray and Company services shall consist of the total hourly charges of officers and staff who participate on the account plus out-of-pocket expenses incurred. Out-of-pocket expenses will be billed at cost plus a ten percent (10%) administrative handling fee. There shall be a minimum payment of Twenty Thousand Dollars (\$20,000) for hourly charges and expenses incurred, which payment shall be made by client in advance. The sum of hourly charges and expenses billed to JDS shall not exceed \$20,000 without JDS' approval. Any amounts in excess of \$20,000 approved by JDS shall be paid upon such approval.

Gray and Company cannot independently verify factual material supplied to it by JDS and therefore JDS will indemnify and hold harmless Gray and Company for any claim, loss, damage, expense or other legal liability based upon information, representations, reports, news releases, or other material produced by Gray and Company for JDS' and/or the People's Republic of Angola's use.

Gray and Company's activities hereunder shall be subject to all applicable U.S. laws, including the Foreign Agents Registration Act and the Foreign Corrupt Practices Act. Pursuant to such laws, it is understood Gray and Company will be making reports of its activities to appropriate U.S. government regulatory agencies and that such reports will be available to the public.



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John D. Sassi, President  
January 31, 1986  
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This contract shall be effective for a one-month period, beginning January 30, 1986 and ending February 28, 1986 unless extended by JDS. Should the contract be extended, either party may thereafter terminate it upon thirty (30) days' written notice.

This agreement represents the entire agreement of the parties and may be amended only by a writing signed by all parties. It shall be governed by and construed in accordance with the laws of the District of Columbia.

If you concur with the terms set forth above, please signify your acceptance by signing and returning to us the enclosed copy of this Agreement.

GRAY AND COMPANY PUBLIC  
COMMUNICATIONS INTERNATIONAL, INC.

By: *Daniel J. Murphy*  
Daniel J. Murphy  
Vice Chairman

ACCEPTED:

JDS INTERNATIONAL CONSULTING

By: *John D. Sassi*  
John D. Sassi  
President

Date: *Jan. 31, 1986*

