FORM OBD - 67
JAN 1977

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

OMB No. [redacted]R0216
Approval expires Oct. 31, 1981

EXHIBIT A

TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant: Gray and Company
The Power House
3255 Grace Street, N.W.
Washington, D.C. 20007

2. Registration No.: 3301

3. Name of foreign principal: Okion Ojigbo

4. Principal address of foreign principal: Lagos, Nigeria

5. Indicate whether your foreign principal is one of the following type:

RECEIVED
U.S. DEPARTMENT OF JUSTICE
JUN 17 2 36 PM '82
REGISTRATION UNIT

- ☐ Foreign government
- ☐ Foreign political party
- ☐ Foreign or ☐ domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Committee
  - ☐ Corporation
  - ☐ Voluntary group
  - ☐ Association
  - ☐ Other (specify) _____
- ☒ Individual - State his nationality Nigerian

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

Not applicable

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom the registrant deals. Not applicable

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Mr. Okion Ojigbo is a Nigerian writer who has just completed a book about Shehu Shagari, the first elected president of Nigeria since the military dictatorship lost power.

T6-24-82

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No X ☐

Directed by a foreign government, foreign political party, or other foreign principal.... Yes ☐ No X ☐

Controlled by a foreign government, foreign political party, or other foreign principal.. Yes ☐ No X ☐

Financed by a foreign government, foreign political party, or other foreign principal... Yes ☐ No X ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No X ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No X ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

Not applicable.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Not applicable.

Date of Exhibit A	Name and Title Vice President Neil Livingstone	Signature Neil C. Livingstone

DOJ

Form OBD-65
Rev. 4-27-77
(Formerly DJ-304)

OMB
No. 43-R435
Approval Expires Oct. 31, 1981

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

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act of 1938, as amended

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	Okion Ojigbo

Check Appropriate Boxes:

1. [X] 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.

2. [ ] 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.

3. [ ] 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.

RECEIVED
U.S. DEPARTMENT OF JUSTICE
CRIMINAL DIVISION
JUN 17 2 37 PM '82
FOREIGN AGENTS REGISTRATION UNIT

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Assist the Phoenix Group in promoting the book Shehu Shagari, a book about the present president of Nigeria. Gray and Company will organize a book party to enhance sales of the book.

T6-24-82

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

Gray and Company will arrange for the location of the book party, compile a guest list, mail invitations, arrange for catering and attempt to develop interest on behalf of the press for Shehu Shagari.

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

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.

Date of Exhibit B	Name and Title	Signature
	Neil Livingstone Vice President	

1/ 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.

GRAY AND COMPANY

NEIL C. LIVINGSTONE
[illegible]

RECEIVED
U.S. DEPARTMENT OF JUSTICE
JUN 17 2 37 PM '82
REGISTRATION UNIT

May 24, 1982

Mr. Roderick Gaines
Phoenix Group International
1133 Fifteenth Street, N.W.
Suite 200
Washington, D.C. 20005

Dear Mr. Gaines;

Please let this serve as our letter of agreement by which Gray and Company will provide the Phoenix Group International with public relations and public affairs counsel and services.

The fee for Gray and Company services shall consist of the following:

1. An advance payment of $20,000.00 to be applied against hourly staff service charges incurred by Gray and Company.

2. At such time as the advance payment of $20,000.00 has been expended, Gray and Company will notify the client and additional funds will be advanced by the client. All out-of-pockets shall be billed with a ten percent administrative handling fee. All invoices are due upon presentation.

3. An additional advance payment of $1,950.00 will be made to Gray and Company, which will be dispersed to cover expenses incurred in connection with organizing a reception for the client at Decatur House and to cover other necessary services.

NATIONAL PUBLIC RELATIONS AND PUBLIC AFFAIRS
THE POWER HOUSE
WASHINGTON, D.C. 20007
202 337 7400

T 6-24-82

4. Gray and Company cannot independently verify factual material supplied to it by the Phoenix Group International or its surrogates and therefore the Phoenix Group International 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 prepared by Gray and Company on behalf of the Phoenix Group International or its agents.

5. The agreement will commence on May 24, 1982, and continue for a period of one month.

Neil Livingstone
Vice President

Roderick Gaines
Phoenix Group International

Date: May 24, 1982