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, Washington, DC 20007

2. Registration No.

3301

3. Name of foreign principal

Government of Haiti

4. Principal address of foreign principal

Departement des Affaires Etrangeres
et de Cultes
Port-au-Prince, Haiti

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

☒ 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 _____

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

a) Branch or agency represented by the registrant.

No branch in particular

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

Jean-Robert Estime, Minister of Foreign Affairs
Frantz Merceron, Minister of Finance and Economic Affairs
Jean-Marie Chanoine, Minister of Presidence, Information and Public Relations

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

a) Principal address N/A

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

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

N/A

b) Is this foreign principal

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

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

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

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

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

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

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

N/A

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.

N/A

Date of Exhibit A	Name and Title	Signature
December 1, 1982	Robert K. Gray, Chairman	Robert K. Gray

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

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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	Government of Haiti

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.

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

The Registrant will seek to improve the image of Haiti in the United States. Gray and Company will attempt to present a more accurate picture of the Haitian reality through encouraging travel to Haiti by media, government, and business representatives, arranging media interviews with Haitian officials and facilitating improved understanding of Haitian policy objectives.

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

Please see Question #4.

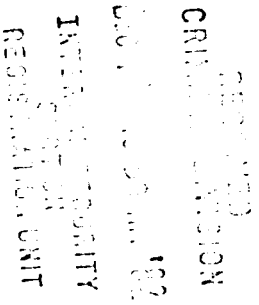
6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?1/ Yes [X] No [ ]

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.

Gray and Company will attempt to improve the image of Haiti in the view of the U.S. Government through interviews with government officials in an attempt to gain more U.S. aid to Haiti.

Date of Exhibit B	Name and Title	Signature
December 1, 1982	Robert K. Gray Chairman	Robert K. Gray

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.



RETAINER AGREEMENT

AGREEMENT made effective the first day of October, 1982 by and between Gray and Company a National Public Relations firm organized and operating under the law of the District of Columbia of the United States of America (hereinafter called G & C) and the Republic of Haiti (hereinafter called the Client).

W I T N E S S E T H.

WHEREAS, G & C is a national Public Relations Firm in the business of providing advise and services in the area Public Relations; and

WHEREAS, the Client is desirous of employing G & C for the purpose of having Public Relations advice and services rendered to it; and

WHEREAS, G & C is willing to provide such Public Relations advice and services to the Client

NOW THEREFORE, in consideration of the mutual covenants herein contained and of the mutual benefits herein provided, the Client and G & C hereby agree as follows:

1. Appointment and Period of Consultation.

The Client hereby appoints and retains G & C to furnish to the Client the Public Relations advice and services herein described. The term

..../....

of this Agreement shall commence on December 1, 1982 and extend until November 30, 1983 and thereafter from year to year unless and until either party to this Agreement gives to the other party written notice of termination.

2. Duties

G & C will serve as Public Relations Counsel for the Client, shall have responsibility including but not limited to, counseling appropriate Haitian Government representative on ways to improve an understanding of Haitian Government Policies, economic conditions, tourism and business opportunities and other aspects of the Republique's bi-lateral relationship with the United States, Preparation or adaptation of appropriate Haitian informational materials for distribution to appropriate media or various constituent groups. Intermediary contact with appropriate American media representatives for the purpose of arranging interviews or other direct or indirect opportunities for Haitian officials to inform the American press and public about Haiti, supplementing the activities of the Foreign Ministry and its representatives in dealing with the United States Government and business communities when appropriate. G & C shall perform such research, consultation, telephone consultation add correspondence as required to effectively perform the work requested. G & C shall maintain constant contact with the Client on all matters and shall inform the Client in the event of any occurence which may or does alter or in any way affect the relationship between G & C and the Client pursuant to this Retainer Agreement. The Client will furnish G & C

.../....

with all documents and information relating to its affairs as G & C may reasonably request and which the Client may deem appropriate in order to enable G & C to perform its services hereunder. There shall at all times be open channels of communication between G & C and the Client in order to assure that both parties will be kept informed on all relevant matters and in order to make the relationship between G & C and the Client as efficient and satisfactory as possible.

3. Compensation for G & C.

G & C shall be retained by the Client at an annual fee of $150,000 including expenses, payable monthly in advance and guaranteed by letters of credit acceptable to G & C and confirmed by a U/S/ bank acceptable to G & C.

The Client shall make to G & S a payment in United States Dollars of $12,500 per month, said payment payable on the first day of each month during the life of this Retainer Agreement. The annual retainer fee will not be exceeded by G & C without the express written consent of the Client. All fees will be calculated at the firm's normal hourly rate.

Expenses shall include, but may not be limited to, costs of reproduction of documents, postage, telegram, telephone and telex costs and charges, overtime of secretarial assistance, transportation, hotel and restaurant charges, and such other related out-of-pocket costs and expenses as are incurred by G & C in the providing of the services unfer this Retainer Agreement.

.../...

All payments to be made by the Client shall be made in United States Dollars and shall be made to G & C in Washington, D.C. All payments and all reimbursements shall be made to G & C by the Client without reduction on account of any tax, levy, impost, license fee or other charge imposed by any foreign country or any political subdivision thereof (Foreign Taxes). The Client agrees to indemnify G & C and hold G & C harmless against any liabilities for Foreign Taxes imposed on G & C on account of the performance of any services to be rendered pursuant hereto by G & C, the receipt of payments or the reimbursements of expenses pursuant to the terms thereof.

The failure by the Client to make any of the installments or to make any of the expense reimbursements provided for in this Section shall be deemed to be a material breach of this Retainer Agreement.

4. Language.

If this Retainer Agreement is translated into another language, any dispute arising hereunder shall be governed by the Retainer Agreement in the English language. All communications relating to this Retainer Agreement shall be in the English language.

5. Notices.

Unless otherwise notified in writing by first class registered mail, the addresses of the respective parties hereto for the purposes of this Retainer Agreement shall be as follows :

.../.....

A. If to G & C :

Gray and Company

The Power House

Washington D.C 20007

B. If to the Client :

Département des Affaires Etrangères

Et des Cultes

Port-au-Prince, HAITI W.I.

6. Termination of Agreement for Material Breach.

This Retainer Agreement shall cease and terminate upon the material breach of any provisions of this Retainer Agreement by either G & C or the Client. Whereby written notice of termination delivered by either party to this Agreement to the other party providing that termination shall take effect 30 days following receipt of said written notice of termination by the receiving party. This Retainer Agreement and liability and obligation of the parties hereunder shall cease and terminate effective upon the termination of this Agreement pursuant to such notice.

In this event of termination, all outstanding charges, as well as such charges as are necessary to an orderly termination, shall be due and payable within the 30-day termination period.

.../...

7. Indemnification.

G & C cannot independently verify factual material supplied to it by the Client or it's agents and therefore the Client will indemnify and hold harmless G & C for any claim, loss, damage, expense or other legal liability based upon information, representations, reports, news releases or other material produced by G & C for your use.

8. Assignment.

This Retainer Agreement shall not be assigned by either party hereto without the written permission of the other party.

9. Entire Agreement and Governing Law.

The headings of this Agreement are for convenience of reference only and shall not be considered as part of this Retainer Agreement or limit or otherwise affect the meaning of this Retainer Agreement. This REtainer Agreement embodies the entire understanding between the parties hereto, and no change, alteration or modification may be made hereof except in writing and signed by both parties hereto. This Retainer Agreement shall in all respects be governed and construed in accordance with the laws of the District of Columbia of the United States of America.

IN WITNESS WHEREOF, parties have causes this Retainer Agreement to be executed by its duly authorized representative as of the day and year first above written.

.../....

BY :

CHARLES S. CRAWFORD
For Gray & Company

JEAN-ROBERT ESTIME
Minister of Foreign Affairs

FRANTZ MERCERON
Minister of Finance and Economic Affairs

JEAN-MARIE CHANOINE
Minister of Presidence
Information and Public Relations.