U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0003
Approval Expires Oct. 31, 1983

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 Public Communications International, Inc.
3255 Grace Street, N.W., Washington, D.C. 20007

2. Registration No.

3301

3. Name of foreign principal

Rodolfo Recondo S.A. & GEASA S.A.

4. Principal address of foreign principal

Maipu 1300, 4P.-1006
Buenos Aires, ARGENTINA

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
☒ Corporation
☐ Association
☐ Committee
☐ Voluntary group
☐ Other (specify) _____

☐ Individual—State his nationality _____

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

a) Branch or agency represented by the registrant.

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

Not Applicable

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

a) Principal address

Not Applicable

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

Rodolfo Recondo S.A. & GEASA S.A., a privately-owned corporation, manufactures railroad ties, frogs, and switches.

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.)*

Refer to Question #8(a) on the reverse side.

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.

Refer to Question #8(a) on the reverse side.

Date of Exhibit A	Name and Title	Signature
June 21, 1984	Neil C. Livingstone Senior Vice President	

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0007
Approval Expires Oct. 31, 1983

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.	Rodolfo Recondo S.A. & GEASA S.A.

Check Appropriate Boxes:

1. ☒ 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.

Gray and Company Public Communications International, on behalf of the foreign principal, will work to facilitate marketing in Central America and in the Caribbean.

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

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?[1]
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.

Date of Exhibit B	Name and Title	Signature
June 20, 1984	Neil C. Livingstone Senior 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
SENIOR VICE PRESIDENT

March 8, 1984

Rodolfo Recondo S.A.
and GEASA S.A.
American Stanhope Hotel
995 5th Avenue
New York, N.Y. 10028

Dear Sirs:

Please accept this letter as our Letter of Agreement, by which Gray Public Communications International will provide Rodolfo Recondo S.A. and GEASA S.A. with public relations/public affairs/marketing counsel and services. This will be an exclusive contract in the sense that Gray Public Communications International agrees not to represent other Argentine firms engaged in the sale of equipment to Central American and the Caribbean or in undertaking civil works and/or construction projects in that same region.

The fee for Gray Public Communications International services shall consist of the following:

1) A monthly retainer payment of Five Thousand Dollars ($5,000). This monthly payment shall be due and payable in advance on the first of each month. For this retainer, Gray Public Communications International will provide the services of Ambassador Alejandro Orfila, who will not bill on an hourly basis but who will be reimbursed for all out-of-pocket expenses, to which a ten percent (10%) administrative handling fee will be added.

2) The fees for the services rendered by the officers and staff of Gray Public Communications International, exclusive of those provided by Ambassador Orfila, will accrue on an hourly basis. Staff services charges are exclusive of out-of-pocket expenses to which a ten percent (10%) administrative handling fee will be added. Any unpaid invoice for a period of thirty (30) days will incur a carrying charge of two percent (2%) per month against the outstanding balance due.

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THE POWER HOUSE
WASHINGTON D.C. 20007
202 333-7300

3) Gray Public Communications International will be entitled to a commission for all new business which it is responsible for bringing to Rodolfo Recondo S.A. and GEASA S.A. The commission shall be equal to one and a half percent (1 1/2%) of the aggregate gross revenues of the contract, actually billed and collected by Rodolfo Recondo S.A., and GEASA S.A., during the life of the contract. The commission should be paid in a timely manner, but no less than quarterly.

It is further agreed and understood that termination of this contract shall in no way relieve Rodolfo Recondo S.A. and GEASA S.A. of the obligation to pay commissions earned during the effective term of this agreement. Commissions are due and payable to Gray Public Communications International even after this contract has been terminated for contracts which are executed after such termination from the results of efforts by Gray Public Communications International during the term of this contract.

Upon termination of this agreement, Gray Public Communications International shall provide to Rodolfo Recondo S.A. and GEASA S.A. a list of all potential clients of Rodolfo Recondo S.A. and GEASA S.A. contacted by Gray Public Communications International during the term of this agreement for the purpose of marketing Rodolfo Recondo S.A. and GEASA S.A. products. Rodolfo Recondo S.A. and GEASA S.A. shall notify Gray Public Communications International if within a one-year period after the termination of this agreement any sales of products or services are made to such persons. Rodolfo Recondo SA. and GEASA S.A. and Gray Public Commications International shall thereafter consult with each other to determine whether any sales of products or services to these persons are attributable to the efforts of Gray Public Communications International during the term of this agreement. Any disagreement between the parties as to whether or not any sales of products or services to these persons are attributable to the efforts of Gray Public Communications International during the term of this agreement shall be submitted for a final and binding determination to a single arbitrator selected by the mutual agreement of the parties. Failing agreement on an arbitrator, any party may refer the matter to the American Arbitration Association for the selection of a single arbitrator in accordance with its own rules. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any Court having jurisdiction thereof.

This agreement will become effective on March 12, 1984. Either party has the right to terminate the agreement at any time thereafter with thirty (30) days advance written notice required for such termination.

Rodolfo Recondo S.A.

GEASA S.A. - Alberto V. Gavio
President

Date April 3. 1984

GRAY AND COMPANY

Neil C. Livingstone
Senior Vice President

Date March 8, 1984