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 Nov. 30, 1986

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.	Kingdom of Morocco

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 will provide His Majesty King Hassan II/the Kingdom of Morocco with public relations/public affairs counsel

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

Please refer to #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.

Gray and Company will distribute press releases, film, radio and television transcripts in representing the public relations interests of the Kingdom of Morocco.

Date of Exhibit B	Name and Title	Signature
March 27, 1985	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.

DEIRA Robinson

GRAY AND COMPANY

ROBERT KEITH GRAY
CHAIRMAN

February 1, 1985

His Majesty
King Hassan II
Royal Palace
Rabat, Morocco

Your Majesty:

Please accept this letter as our agreement by which Gray and Company Public Communications International, Inc. (hereafter known as "Gray and Company") will provide His Majesty King Hassan II/the Kingdom of Morocco with public relations/public affairs counsel and services.

The fee for Gray and Company services will be a monthly retainer of ten thousand dollars U.S. ($10,000.00), plus the sum of hourly charges of officers and staff who participate on the account. The estimated yearly minimum budget of three hundred sixty thousand dollars U.S. ($360,000.00) is payable in advance. Charges exceeding this estimate will be billed quarterly.

Manpower 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 sixty (60) days will incur a carrying charge of two percent (2%) per month against the outstanding balance due.

Gray and Company cannot independently verify factual material supplied to it, and therefore the Kingdom of Morocco 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 His Majesty King Hassan II/the Kingdom of Morocco or its agents.

This agreement will become effective upon the date of the last signature contained below and will continue indefinitely. Either party has the right to terminate the agreement at any time after one year, with ninety (90) days advance written notice required for any such termination.

ACCEPTED

By: [signature]
Abdelfattah Frej

Date: Fev. 2. 1985

GRAY AND COMPANY PUBLIC COMMUNICATIONS INTERNATIONAL, INC.

By: [signature]
Robert Keith Gray
Chairman

Date: Feb. 2, 1985

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