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	2. Registration No.
Gray and Company Public Communications International, Inc. The Power House, Washington, D.C. 20007	3301

3. Name of foreign principal	4. Principal address of foreign principal
Japan Center for Information and Cultural Affairs (JCIC)	2-7-7, Kirakawa-cho Chiyoda-ku, Tokyo 102 JAPAN

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) Non-profit

☐ 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.

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

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

JCIC is a cultural education and information service.

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 (See below) ..... 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 (See below) 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.)*

While JCIC is a private, non-profit foundation, the Japanese Ministry of Transportation and the Ministry of Foreign Affairs have sponsored the foundation and have had a role in supervising the foundation's activities. JCIC does not appear to receive significant direct financial contributions from the Japanese government, although certain of its activities may receive indirect government financial support. For example, in the past the Japanese government has encouraged private corporations and other foundations to contribute financially to the work of JCIC.

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.

JCIC is a privately-owned, non-profit corporation.

Date of Exhibit A	Name and Title	Signature
May 1, 1985	James C. Jennings Executive 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 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.	Japan Center for Information and Cultural Affairs (JCIC)

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.

Registrant has monitored regulatory developments in the broadcasting and cable communications industry, and reviewed information programs produced by JCIC in conjunction with Cable News Network (CNN) and aired by CNN to cable recipients across the United States.

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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?[1]
Yes ☐ No ☐ (See explanation below)

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.

Certain information and counsel provided to the client by the registrant related to legislative and regulatory developments in the telecommunications industry. In addition, certain of the television segments produced by JCIC have related to subjects which might be considered political. For example, JCIC has produced video information pieces on the Japanese defense forces and U.S. military bases in Japan. The registrant's activities were confined primarily to reviews of the programs provided to Cable News Network by JCIC and advice on how to improve those programs, and to monitoring developments in the telecommunicationss industry as noted above.

Date of Exhibit B	Name and Title	Signature
May 3, 1985	James C. Jennings Executive 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.

AGENCY AGREEMENT

This Agreement is made this 5th day of April, 1984, by and between JAPAN CENTER FOR INFORMATION AND CULTURAL AFFAIRS, 2-7-7, Hirakawa-cho, Chiyoda-ku, Tokyo, Japan 102 ("JCIC"), and GRAY AND COMPANY PUBLIC COMMUNICATIONS INTERNATIONAL, INC., The Power House, 3255 Grace Street, N.W., Washington, D.C. 20008 ("Gray") as follows:

1. Appointment of Agent. JCIC hereby appoints Gray as its agent in the United States in connection with an agreement for a project (the "Project") between CABLE NEWS NETWORK ("CNN") and JCIC (the "TV Agreement") dated February 24, 1984, and Gray hereby accepts such appointment in accordance with the terms and conditions of this Agreement.

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2. Fee. JCIC shall cause, pursuant to the TV Agreement, CNN to pay to Gray as JCIC's agent a fee of Twelve Thousand Dollars (US$12,000) per month, except every third month the fee shall be Fifteen Thousand Dollars (US$15,000). Such fee shall be payable in arrears on the last business day of every month. Gray's obligations hereunder shall be contingent upon Gray's receiving such fee from CNN.

3. Agent's Responsibilities. Gray shall have the following responsibilities as agent, provided, however, that Gray shall not be required to act on behalf of JCIC with respect to any conduct which would require registration by Gray under the Foreign Agents Registration Act of 1938 as amended:

(a) At the request of JCIC, but only at JCIC's request, Gray shall communicate and confer with CNN representatives (including Mr. Ted Turner, the Chairman of CNN, Mr. Burton Reinhart, the President of CNN, Mr. Gary Hogan, the Vice President of TV Sales for CNN, and other members of the CNN staff, including its production and PR staffs) in Atlanta, Georgia as necessary in order to maintain a strong working

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relationship between CNN and JCIC and to promote the Project goals.

(b) Gray shall research and send monthly reports to JCIC regarding developments affecting the Project or JCIC. Such reports shall include developments in broadcasting networks other than CNN (including, without limitation, by means of theatrical release, broadcast or free television, direct broadcast satellite, multipoint distribution systems, cassettes, cartridges, tape or electronic visual recording systems) and in the other major news media including radio, newspapers, journals and magazines.

(c) Gray shall consult with and advise JCIC and quarterly summarize such advice in written reports to JCIC concerning the most effective way for JCIC to promote and enhance the Project related goals of JCIC in the United States ad identified by JCIC to Gray from time to time.

4. Relationship of Parties. The appointment of Gray as agent for JCIC shall convey to Gray no authority to act on behalf of JCIC except as is expressly set forth herein. This Agreement does not constitute a partnership or joint venture and nothing contained herein is intended to constitute, nor shall it be construed to constitute, the parties as joint ventures or as partners of each other.

5. Confidentiality. Except to the extent necessary (a) to enable Gray personnel to perform their duties pursuant to this Agreement or (b) required by law, Gray will not without the prior written consent of JCIC, either during the term of this Agreement or thereafter, disclose to any person, firm, corporation or other entity any information regarding the existence of this Agreement or regarding ideas, plans, programs, projects or other information relating to the Project or JCIC obtained by Gray or developed or prepared by Gray during the term of this Agreement. If Gray at any time believes it is

required to disclose the existence of this Agreement or its relationship with JCIC, it will notify JCIC at least 30 days prior to any such disclosure. JCIC may at any time thereafter terminate this Agreement effective immediately upon notice to Gray.

6. Proprietary Information. All information relating to JCIC or the Project disclosed to Gray or developed or obtained by Gray shall remain the sole and exclusive property of JCIC and Gray shall have no rights therein.

7. Assignment. The rights and obligations arising out of this Agreement shall not be assigned or transferred by either party without the prior written consent of the other party.

8. Termination. Unless terminated earlier as hereinafter provided, this Agreement shall be effective from April 7, 1984 through March 31, 1985. If the TV Agreement terminates for any reason prior to the termination hereof, this Agreement shall terminate simultaneously therewith. This Agreement may also be terminated by either party upon two months' prior written notice to the other party. This Agreement may be terminated immediately upon thirty days written notice of any material breach of its terms to the breaching party by the non-breaching party if such breach is not cured within such thirty-day period.

9. Miscellaneous.

(a) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and shall supersede any prior expression of intent or understanding with respect to this transaction.

(b) This Agreement may not be amended except by an agreement in writing signed by both parties hereto.

(c) This Agreement shall be governed by and interpreted in accordance with the laws of Washington, D.C.

(d) Any notice hereunder shall be in writing and may be personally delivered or transmitted by registered airmail to the parties at their respective addresses set forth above. Either party may change its address for purposes hereof by notice to the other. All notices hereunder and all documents or instruments delivered in this transaction shall be in the English language.

(e) If one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

(f) The failure by either party at any time to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions or any other provisions hereof. The exercise by either party of any of its rights herein or allowed at law or in equity shall not preclude or prejudice such party from exercising any other rights provided herein or at law or in equity.

IN WITNESS WHEREOF, the partyes hereto have caused their duly authorized officers to execute this Agreement the day and year first above written.

JAPAN CENTER FOR INFORMATION AND CULTURAL AFFAIRS

By _____

GRAY AND COMPANY PUBLIC COMMUNICATIONS INTERNATIONAL, INC.

By _____

CONSULTING AGREEMENT

This Agreement is made this 5th day of April, 1984, by and between GRAY AND COMPANY PUBLIC COMMUNICATIONS INTERNATIONAL, INC., The Power House, 3255 Grace Street, N.Y., Washington, D.C. 20007 ("Gray"), and COMMUNICATION SYSTEMS INTERNATIONAL, INC., c/o Graham & James, 555 Madison Avenue, New York, New York 10022 ("CSI") as follows:

1. Appointment of Consultant. Gray, as agent in the United States of America for the Japan Center for Information and Cultural Affairs "JCIC"), with respect to an agreement for a project (the "Project") between JCIC and the Cable News Network ("CNN"), hereby engages CSI to act as a consultant with respect to the Project.

2. Consultant's Fee. Gray shall remit to CSI a monthly fee of Seven Thousand Dollars (US$7,000,000) except every third month the fee shall be Ten Thousand Dollars (US$10,000). Such fee shall be payable in arrears on the last business day of every month, for consultation with, assistance to and activities on behalf of Gray. Such fee is to be paid out of funds received by Gray for its performance of the Agency Agreement between Gray and JCIC of even date herewith (the "Agency Agreement"). CSI acknowledges, and it is an express provision of this Agreement, that Gray's obligation to pay CSI its fee hereunder for any month is strictly contingent upon Gray's prior receipt of its agency fee under the Agency Agreement in full for such month.

3. Consultant's Responsibilities. CSI shall be available to consult with Gray from time to time as requested by Gray and JCIC on matters relating to the Project and shall be responsible for liaison between CNN and JCIC.

4. Relationship of Parties. The appointment of CSI as consultant for Gray shall convey to neither party any authority to act on behalf of the other except as is expressly set forth

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herein. This Agreement does not constitute a partnership or joint venture and nothing contained herein is intended to constitute, nor shall it be construed to constitute, the parties as joint ventures or as partners of each other.

5. Confidentiality. Except to the extent (a) necessary to enable the parties to perform their duties under this Agreement or (b) required by law, neither party will without the prior written consent of the other party, during the term of this Agreement or thereafter, desclose to any person, firm, corporation or other entity any information regarding the existence of this Agreement or regarding ideas, plans, programs, projects or other information relating to JCIC or the Project.

6. Assignment. The rights and obligations arising out of this Agreement shall not be assigned or transferred by either party without the prior written consent of the other.

7. Termination. This Agreement shall terminate simultaneously with the termination of the Agency Agreement.

8. Micscellaneous.

(a) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and shall supersede any prior expression of intent or understanding with respect to this transaction.

(b) This Agreement may not be amended except by an agreement in writing signed by both parties hereto.

(c) This Agreement shall be governed by and itnerpreted in accrodance with the laws of Washington, D.C.

(d) Any notice hereunder shall be in writing and may be personally delivered or transmitted by registered airmail to the parties at their respective addresses set forth above.

Either party may change its address for purposes hereof by notice to the other. All notices hereunder and all documents or instruments delivered in this transaction shall be in the English language.

(e) If one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

(f) The failure by either party at ay time to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions or any other provisions hereof. The exercise by either party of any of its rights herein or allowed at law or in equity shall not preclude or prejudice such party from exercising any other rights provided herein or at law or in equity.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement the day and year first above written.

COMMUNICATIONS SYTEMS INTERNATIONAL, INC.

By _____

GRAY AND COMPANY PUBLIC COMMUNICATION INTERNATIONAL, INC.

By _____