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
Cote d'Azur Development

4. Principal address of foreign principal
10 rue de la Prefecture
Nice, 06300, FRANCE

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. 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 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

Cote d'Azur Development is the French Riviera bureau for economic development, with the objective being to encourage economic expansion within the French Riviera.

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.)*

Created by the French Riviera local government and the city of Nice, France, Cote d'Azur Development has as its principal members the Chamber of Commerce and Industry, trade leaders, the business community, and Nice University -- and is directed by the Mayor of Nice.

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	Signature
8/30/85	Daniel J. Murphy Vice Chairman	

U.S. Department of Ju[illegible]
Washington, DC 2053[illegible]

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.	Cote d'Azur Development

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 Cote d'Azur Development (C.A.D.) with public relations counsel and special events support in connection with the visit to Washington, D.C. of a C.A.D. trade mission in September, 1985

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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 ☒

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
8/30/85	Daniel J. Murphy Vice Chairman	

[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
ADMIRAL DANIEL J. MURPHY, USN (RET)
VICE CHAIRMAN

May 20, 1985

Mr. Pierre-Jean Gallet
Cote d'Azur Development
10,Rue de la Prefecture
06300 Nice
FRANCE

Dear Mr. Gallet:

Please accept this letter of agreement by which Gray and Company Public Communciations International, Inc. (Gray and Company) will provide communications counsel and special events support to Cote d'Azur Development (C.A.D.) in connection with the visit to Washington, D.C. of a C.A.D. trade mission in September, 1985.

This agreement will cover services performed for a three-month period: July 1, 1985 through September 30, 1985. The fee for Gray and Company will be $2,500 in monthly retainers, payable in advance, for July, August and September, 1985, plus a maximum of $17,500 in staff time charges during these three months. Thus, the total fee for Gray and Company will not exceed $25,000.

In addition to this fee, Gray and Company will charge C.A.D. for out-of-pocket expenses incurred in our efforts on your behalf. These expenses will not exceed $5,000. A ten percent (10%) administrative handling fee will be added to these charges. Invoices are submitted on a monthly basis and any unpaid invoices 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 by C.A.D. and therefore C.A.D. will indemnify and hold harmless Gray and Company for any claim, loss damage, expense or other legal liability based upon information, representation, reports, news releases or other material produced by Gray and Company for your use.

This agreement represents the entire agreement of the parties and may be amended only by a writing signed by both parties. It shall be governed by and construed in accordance with the laws of the District of Columbia.

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PUBLIC COMMUNICATIONS INTERNATIONAL, INC.
THE POWER HOUSE
WASHINGTON, D.C. 20007-3614
202-333-7400

TLX: 440143 GRAY UI
TWX: 710-822-9282 GRAY CO WSH

If you concur with the terms set forth above, please signify your acceptance by signing below:

ACCEPTED:

COTE D'AZUR DEVELOPMENT

By: [illegible]

Thierry Martin
General Manager

GRAY AND COMPANY PUBLIC COMMUNICATIONS INTERNATIONAL, INC.

By: [signature]
Daniel J. Murphy
Vice Chairman