U.S. Department of Jus
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.
The Power House, Washington, D.C. 20007

2. Registration No.
3301

3. Name of foreign principal
Hyundai (Motor America)

4. Principal address of foreign principal
7312 Hunt Avenue
Garden Grove, CA 92642

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.

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.

c) Principal aim Not Applicable

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

Hyundai (Motor America) is an automotive company.

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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.)*

Not Applicable

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.

Hyundai is a privately-owned company.

Date of Exhibit A	Name and Title	Signature
November 8, 1985	Stephen M. Johnson Senior Vice President	Stephen M Johnson

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.	Hyundai (Motor America)

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 will provide public communications counsel and government relations counsel and services to the foreign principal.

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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.

Please refer to Question #4 on the reverse side.

Date of Exhibit B	Name and Title	Signature
11/8/85	Stephen M. Johnson Senior Vice President	Stephen M Johnson

[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.

HYUNDAI

Hyundai Motor America
7373 Hunt Avenue P.O. Box 2669
Garden Grove, CA 92642 2669
Fax 714 894 2325
Telephone 714 890 6000

October 29, 1985

Mr. Robert K. Gray
Chairman
Gray and Company Public
Communications International, Inc.
The Power House
Washington, D.C. 20007-3614

Dear Mr. Gray:

Hyundai Motor America ("Hyundai") hereby agrees to retain Gray and Company Public Communications International, Inc. ("Gray and Company") to provide public communications and government relations counsel and services to Hyundai.

Hyundai will pay Gray and Company for its services as follows: (1) a fixed monthly retainer of $2,500.00 to be paid each month in advance; and (2) a monthly charge for the services of officers and staff (collectively "staff") who participate on the account. There shall be a minimum payment of $15,000.00 for staff hourly charges each month. Should the total hourly charges exceed $15,000 during any month, Hyundai shall pay the excess when invoiced. Should the actual total hourly charges for the month be less than $15,000 the unused balance shall be credited to Hyundai's account in any succeeding month as Hyundai may direct. Out-of-pocket expenses incurred will be billed at cost.

Gray and Company will submit invoices to Hyundai on a monthly basis. Invoices will identify the hours billed by each staff person on a daily basis, and will contain a brief description of the matter on which the staff person worked. In addition, the invoice will identify the billing rate for each staff member. Any amounts outstanding for more than sixty (60) days will incur a carrying charge of one and one-half percent (1½%) per month.

Hyundai will indemnify and hold harmless Gray and Company for any claim, loss, damage or expense, including legal expenses, arising from information, representations or other material prepared and supplied by Hyundai which are materially false in content.

Hyundai recognizes that Gray and Company's activities hereunder on behalf of Hyundai shall be subject to all applicable

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U.S. laws, including the Foreign Agents Registration Act and the Foreign Corrupt Practices Act. Pursuant to such laws, it is understood Gray and Company will be making reports of its activities to appropriate U.S. government regulatory agencies and that such reports will be available to the public.

The term of this contract shall be for a one-year period, beginning November 1, 1985 and ending October 31, 1986 and will be automatically renewed for successive one year periods thereafter. The contract may be terminated at any time, however, without cause and without further liability to either party (except for payment of services rendered) upon sixty (60) days' written notice to the other party.

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

If you concur with the terms set forth above, please signify your acceptance by signing and returning to us the enclosed copy of this Agreement.

ACCEPTED:

HYUNDAI MOTOR AMERICA

By: _____
S.H. Park, President and
Chief Executive Officer

Date: 31 oct. 1985

ACCEPTED:

GRAY AND COMPANY PUBLIC COMMUNICATIONS INTERNATIONAL, INC.

By: _____
Robert K. Gray,
Chairman

Date: 31 October 1985