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.	Airbus Industrie of North 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.

The registrant will provide public relations and government affairs counsel and services to Airbus Industrie of North America, Inc.

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SECTION
REGISTRATION UNIT

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
November 18, 1985	Gary Hymel Executive Vice President	Gary Hymel

[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
GARY HYMEL
EXECUTIVE VICE PRESIDENT

November 1, 1985

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The Honorable
Alan S. Boyd, Chairman
Airbus Industrie of North America, Inc.
Rockefeller Center
630 Fifth Avenue
New York, New York 10111

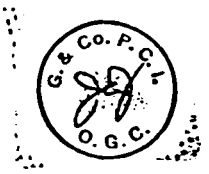
Dear Mr. Boyd:

Please accept this letter of agreement by which Gray and Company Public Communications International, Inc. ("Gray and Company") will provide public relations/government affairs counsel and services to Airbus Industrie of North America, Inc. ("Airbus ").

The fee for Gray and Company services will consist of the total hourly charges of officers and staff who participate on the account. There shall be a minimum payment of $4,000.00 each month for staff hourly charges. Should hourly charges exceed $4,000 during any month, Airbus shall pay the full amount of such charges when invoiced. In addition, out-of-pocket expenses incurred will be billed at cost, plus a ten percent (10%) administrative handling fee. In addition to the fees described above, it is understood that within ten (10) days of the execution of this contract, Airbus shall pay to Gray and Company $7,500.00 in satisfaction of a prior debt to Gray and Company. In consideration for said payment, Gray and Company shall provide Airbus with a $5,000.00 credit towards payments due under this contract.

Invoices will be submitted on a monthly basis. Any amounts outstanding for more than sixty (60) days will incur a carrying charge of two percent (2%) per month.

Gray and Company cannot independently verify factual material supplied to it by Airbus and therefore Airbus 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 produced by Gray and Company for Airbus' use.



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

(30) ASB BDM.

This contract shall be effective for a one year period, beginning November 15, 1985 and ending October 31, 1986. If notice of termination is not given by either party in writing ~~sixty~~ (60) days prior to the expiration date, the contract will be extended, and may thereafter be terminated upon ~~sixty~~ (60) days' notice in writing by either party. Thirty (30)

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.

GRAY AND COMPANY PUBLIC
COMMUNICATIONS INTERNATIONAL, INC.

By: Gary G. Hymel
Gary G. Hymel
Executive Vice President

G & Co. P.C.I. 98 O.G.C.

ACCEPTED:

AIRBUS INDUSTRIE OF NORTH AMERICA, INC.

By: Alan S Boyd
Alan S. Boyd
Chairman

Date: 15 November 1985