U.S. Department of Justi
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. 3255 Grace St. N.W., Washington, DC 20007	3301

3. Name of foreign principal	4. Principal address of foreign principal
SOULE	Bagneres-de-Bigorre 65200 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 _____

6. If the foreign principal is a foreign government, state: n/a

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state: n/a

a) Principal address

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

Foreign corporation specializing in transportation products (people-movers).

TERMINATED
DATE 3-19-82

Formerly OBD-67

FORM CRM-157
AUG. 82

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.)*

Foreign principal is a French private sector corporation.

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.

Soule, S.A. is a publicly owned company.

Date of Exhibit A	Name and Title	Signature
June 16, 1986	Robin Roosevelt Account Executive	

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 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.	SOUTH

Check Appropriate Boxes:

1. [X] 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.

Awaiting signed contract from foreign principal at this time. Contract as sent out to foreign principal attached to this exhibit, along with confimation telex received from foreign principal.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant to provide public relations exposure of new people-mover product on display at Vancouver Expo 86 for foreign principal, including the dispatch of media advisories and electronic press releases. Registrant will also monitor media exposure, arrange briefings for visiting media representatives and visiting North American VIPs.

INTERNAL SECURITY SECTION REGISTRATION UNIT
JUN 19 3 57 PM '86
RECEIVED U.S. DEPARTMENT OF JUSTICE CRIMINAL DIVISION

TERMINATED
DATE 3-19-87

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

Refer to #4 and contract for full details.

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.

Arrangements for briefing visiting North American VIPs, dissemination media advisories and electronic press releases.

Date of Exhibit B	Name and Title	Signature
June 16, 1986	Robin Roosevelt Account Executive	

[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.

ITT World Communications Inc.

4 P.M.

JUN 10 1986 0385Z
440143 GRAY UI
SOULE B 5301739F

N/REF. T96 DU 10/06/86

ATTENTION M. ROBIN

VTRE DERNIER TX.

1/ AVONS RECU HIER NOUVEAU TEXTE CONTRAT, VS REEXPEDIONS UN ORIGINAL CE JOUR.

2/ EPR
OK SUR VTRE SUGGESTION
SOIT UN EPR POUR COMMENTER LE 21 JUIN
ET UN EPR PAR LA SUITE APRES VISITE VIP.

NS ESPERONS QUE L'ANNONCE DU SEMINAIRE DU 21/6 AVEC DES CONFIRENCES DE PRESSE CONVENTIONNELLES SUFFIRA POUR AMENER DU MONDE A CE SEMINAIRE.

SALUTATIONS.
THOMAS.D.D.F.F.#
440143 GRAY UI
SOULE B 5301739F
REPLY VIA ITT

INTERNAL SECURITY SECTION
RECEIVED
JUN 19 3 57 PM '86
U.S. DEPARTMENT OF JUSTICE
CRIMINAL DIVISION

TERMINATED
DATE 3-19-87

ITT World Communications Inc.

GRAY AND COMPANY

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

June 2, 1986

Mr. Guy Thomas
Directeur du Departement Fer et Froid
SOULE
Bagneres-de-Bigorre
65200 FRANCE

Dear Mr. Thomas:

Please accept this letter of agreement by which Gray and Company Public Communications International, Inc. ("Gray and Company") hereby agrees to provide public relations counsel and services to SOULE, as described in Appendixes A. B and C attached hereto.

The fee for Gray and Company services will consist of the total hourly charges of officers and staff who participate on the account plus out-of-pocket expenses incurred on SOULE's behalf. There shall be a minimum payment of U.S. $2,000.00 each month for staff hourly charges. This amount shall be paid in advance. Out-of-pocket expenses will be billed at cost plus a ten percent (10%) administrative handling fee. It is understood the total costs will not exceed U.S. $38,450.00 for Gray and Company's activities as outlined in Appendixes A, B and C, except in the event of a modification of these activities agreed to by both parties.

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. In addition, Gray and Company will have the right to suspend all work on SOULE's account in the event that any invoice remains outstanding for a period of more than sixty (60) days.

Gray and Company's activities hereunder on behalf of SOULE shall be subject to all applicable U.S. laws, including the Foreign Agents Registration Act and the Foreign Corrupt Practices Act. As applicable and pursuant to such laws, it is understood Gray and Company may be making reports of its activities to appropriate U.S. government regulatory agencies and that such reports will be available to the public.

Gray and Company cannot independently verify factual material supplied to it by SOULE and therefore SOULE will indemnify and hold harmless Gray and Company for any claim, loss, damage, expense or other legal liability based upon information, representations, proposals, reports, news releases or other material produced by Gray and Company for SOULE's 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

This contract shall become effective upon your acceptance below, and shall terminate on October 15, 1986 unless extended by both parties. If extended, this contract may thereafter be terminated upon ninety (90) days' notice in writing by either 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.

GRAY AND COMPANY PUBLIC
COMMUNICATIONS INTERNATIONAL, INC.

By:_____
Daniel J. Murphy
Vice Chairman

ACCEPTED:

SOULE

By:_____

Title:_____

Date:_____

APPENDIX A

TO AGREEMENT BETWEEN

SOULE

AND

GRAY AND COMPANY PUBLIC COMMUNICATIONS INTERNATIONAL, INC.

Electronic Press Releases

Gray and Company will videotape and/or obtain existing tape coverage of particularly important events during Expo '86, such as: 1) when U.S. Transportation Secretary Dole or other North American VIPs visit; 2) the June 16-30 Specialized Period on Urban Transit; and 3) the June 21 SOULE seminar.

- This coverage will be edited, along with footage of the S.K. in operation and interviews with U.S. urban transportation experts and SOULE officials at the Fair, into two 2-3 minute "electronic press releases" (EPRs). The EPRs will be transmitted by satellite and cassette to local television stations throughout North America. The first EPR shall be transmitted prior to June 21, 1986, and shall show the S.K. in operation. The second shall follow the SOULE seminar to be held on June 21, and shall contain footage of the seminar and mass transportation officials in attendance, as well as selected VIPs visiting the Fair.

- A list of approximately 24 specially targeted North American television stations will be drawn up, focusing on those stations along the Canada-U.S. border with a high interest in Expo '86, and those in communities likely to be prospective clients for the S.K. Each of these pre-targeted stations will be notified by telephone of the date and content of the EPR well in advance of the actual feed. A monitoring service will be used to determine extent of pick up.

The estimated costs for this project are as follows:

Gray and Company Staff Services

• Pre-production: - Planning and premarketing to 12 U.S. markets and 12 Canadian markets; letters and phone calls	$ 2,500.00
• Production	3,000.00
• On-site coordination (two professional staff, 1.5 days)	4,000.00
• Post production - Editing and electronic graphics	6,200.00
• Monitoring - One round of follow-up calls to 24 markets	1,000.00
SUBTOTAL	U.S. $16,700.00

Out-of-Pocket Expenses

• Production - 2-man, hi-speed betacam crew including crew expenses; tape stock	$1,600.00
• Post Production - Satellite distribution via Enik D (Canada) and Westar IV (USA); tape stock	5,400.00
• Staff Travel	2,000.00
• Miscellaneous - Courier, overnight mail, telephone charges, postage, etc.	250.00
SUBTOTAL	U.S. $9,250.00
TOTAL ELECTRONIC PRESS RELEASE ESTIMATED COSTS:	U.S. $25,950.00

APPENDIX B

TO AGREEMENT BETWEEN

SOULE

AND

GRAY AND COMPANY PUBLIC COMMUNICATIONS INTERNATIONAL, INC.

"Tie in" Press Coverage

Gray and Company will work on SOULE's behalf to take full advantage of the extensive general media coverage Expo '86 is expected to receive.

Gray and Company will:

- Contact Fair officials in charge of media relations to obtain copies of the Fair's own media list and schedule of special media visits;
- Supplement information provided by Fair officials with a list of other reporters covering Expo '86 for major print and broadcast outlets;
- Contact directly, approximately 20 of the most important of these media representatives and arrange, if possible, for their visits to Expo '86 to include an on-site briefing on the S.K.;
- Assist in arranging for such briefings and other logistics incidental to coverage of S.K. in the stories these media representatives file on Expo '86;
- Prepare and mail press kits on the S.K. to approximately 500 of the most important media representatives on the list. This kit is to include English printed materials on the S.K. supplied by SOULE; a press release prepared by Gray and Company and an invitation to attend SOULE's June 21 seminar on the S.K.

The estimated costs of this project are as follows:

Gray and Company Staff Services

• Coordination with Expo '86 public relations officials; develop list of Expo '86 media and send one mailing to entire list; telephone follow-up with selected media	$ 7,000.00

Out-of-Pocket Expenses

• On-site coordination (if necessary) (travel and expenses -- one person)	1,000.00
TOTAL "TIE IN" PRESS COVERAGE ESTIMATED COSTS:	U.S. $ 8,000.00

APPENDIX C

TO AGREEMENT BETWEEN

SOULE

AND

GRAY AND COMPANY PUBLIC COMMUNICATIONS INTERNATIONAL, INC.

Special Briefings for Visiting North American VIPs

A number of newsworthy North American VIPs will be visiting Expo '86. U.S. Transportation Secretary Elizabeth Dole is strongly considering touring the Fair. Canadian Transportation Minister Donald Mazankowski and other Cabinet members are likely to be on site several times during the Fair's six-month run, and many governors and premiers, mayors and municipal transportation directors, are certain to add it to their official schedules.

Gray and Company will:

- Compile a listing of official North American VIP visits in chronological order as the information becomes available, and send this schedule (with revisions as they occur) to SOULE;
- Send up to 25 VIP visitors at least six weeks before his or her visit, a personalized information kit on the S.K. (using materials supplied by Soule) and an invitation to a special ride and on-site briefing;
- Work closely with SOULE and French Pavilion officials to coordinate the logistics of each on-site briefing.

The estimated costs of this project are as follows:

Gray and Company Staff Services

• Compile VIP schedule; prepare and distribute kits; liaison with on-site officials	$ 4,000.00

Out-of-Pocket Expenses

• Preparations/mailing kits	500.00
TOTAL VIP PROGRAM ESTIMATED COSTS:	U.S. $ 4,500.00

soulé

GRAY & Company
Public Communications International, Inc.

The Power House
WASHINGTON, D.C. 20007-3614

U.S.A.

N/Référence MB/ND-9616

V/Référence

Bagnères, le: 11 juin 1986

Attention : Admiral Daniel J. MURPHY,

Messieurs,

Nous avons le plaisir de vous retourner ci-joint, dûment signé et daté, le contrat qui nous lie pour la promotion du SK.

Nous sommes heureux d'avoir pu enfin conclure ce contrat et d'avoir trouvé un accord sur les points litigieux qui en ont retardé la signature.

Nous vous souhaitons bonne réception de ce document, et vous présentons, Messieurs, nos salutations distinguées.

SOULÉ S.A.
Département Fer et Froid

PJ/1

PS : nous précisons que nous faisons le nécessaire, en vue du règlement de la première mensualité de 2,000.00 $.

SIEGE SOCIAL & USINES :
65200 BAGNERES-DE-BIGORRE FRANCE
B.P. N° 1 ☎ 62.95.07.31
Tx 530179 SOULE A BAGNB
Telécopieur : 62.95.43.93

AGENCE DE PARIS :
6, rue du IV Septembre
92136 ISSY-LES-MOULINEAUX
☎ 1.554.76.00 - Tx 204.511
Télécopieur : 1.557.45.85

AGENCE DE LYON
191 C, Rue Lionel Terray
69500 BRON
☎ : 7.874.56.75
Tx : 305.033 F

S.A. au capital de 17.156.000 F
R.C. Bagnères B 475 720 124
SIRET 475 720 124 00019
CODE APE 3121

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