Approval Expires Oct. 31, 1981

UNITED STATES DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20530

Form OBD-68
(Rev 10-14-76)
Formerly DJ-307
for

AMENDMENT TO REGISTRATION STATEMENT

Pursuant to the Foreign Agents Registration Act of 1938, as amended.

1. Name of Registrant	2. Registration No.
Gray and Company Public Communications International, Inc.	3301

3. This amendment is filed to accomplish the following indicated purpose or purposes:

- ☐ To correct a deficiency in
  - ☐ Initial Statement
  - ☐ Supplemental Statement for _____
- ☐ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.
- ☐ Other purpose (specify) _____
- ☒ To give notice of change in an exhibit previously filed. — Exhibit B - Change in contract provided for Electronic Industries Assoc. of Korea

4. If this amendment requires the filing of a document or documents, please list.

Amended copy of contract (starting date changed)

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

Effective contract date amended from June 1 to June 20, 1986 per attached.

RECEIVED
U.S. DEPARTMENT
OF JUSTICE
CRIMINAL DIVISION
JUN 25 10 57 AM '86
INTERNAL REGIS

The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this amendment and that he is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (their) knowledge and belief.

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Daniel J. Murphy
James C. Jennings
Charles S. Crawford

Subscribed and sworn to before me at Washington, DC

this 23 day of June, 1986

_____
(Notary or other officer)

My commission expires 5/14/90

DOJ

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

Amended to become eff. 6/20/86

June 2, 1986

Mr. Kwang Jung Choi
Vice Chairman
Electronic Industries Association of Korea
648 Yuksam-Dong Kangnam-ku
Seoul, Korea

Dear Mr. Choi:

1. 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 the Electronic Industries Association of Korea ("EIAK"), as described in Appendix A attached hereto. However, Gray and Company's services should not be limited to those specified in Appendix A, but include other unspecified but related services on its own initiative or at EIAK's requests.

2. 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 EIAK's behalf. It is agreed the total costs including fees and expenses will not exceed US $195,000 for the one-year period under contract. Gray and Company will operate in principle within the framework of budgets as set forth by category in Appendix A. There shall be a minimum quarterly payment of US $50,000 for the first three quarters of the year and US $45,000 for the 4th quarter for fees and out-of-pocket expenses. These amounts shall be paid in advance.

3. Invoices will be submitted on a quarterly 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 EIAK's account in the event that any invoice remains outstanding for a period of more than sixty (60) days.

4. Gray and Company's activities hereunder on behalf of EIAK 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. However, information of confidential nature or deemed detrimental to EIAK shall not be included in such reports under any circumstances unless Gray and Company considers that inclusion of such information is required by law.

5. Gray and Company cannot independently verify factual material supplied to it by EIAK and therefore EIAK 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 EIAK'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

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

6. Gray and Company will provide monthly progress reports covering all areas of the program plus occasional reports when deemed necessary. It is understood that while both fees and expenses are combined under each heading of activities as set forth in Appendix A, statement of expenditures are to be provided on numbers 1 and 6 in Appendix A while reports on number 5 are to be included in monthly progress reports.

7. It is further understood that Ms. Jin Hyun Weatherly will be commissioned as Coordinator for the Program.

8. This contract shall be effective for a one-year period beginning June 1, 1986 and ending ~~May 31~~ June 16, 1987. However, in the event that EIAK fails to collect funds in time, EIAK reserves the right to terminate the contract, effective the beginning of the third quarter of the contracted period, subject to thirty (30) days prior notice to such effect. If notice of termination is not given by either party in writing thirty (30) days prior to the expiration date, the contract will be extended, and may thereafter be terminated upon thirty (30) days' notice in writing by either party. If the contract is extended, advance quarterly payments which continue as provided herein.

9. 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
Daniel J. Murphy
Vice Chairman

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

ACCEPTED:

ELECTRONIC INDUSTRIES ASSOCIATION OF KOREA

By: K. J. Choi
Kwang Jung Choi
Vice Chairman

Date: June 20, 1986