

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 Burson-Marsteller 1850 M Street, N.W., Suite 900, Washington, DC 20036		2. Registration No. 2469
3. Name of foreign principal Keizaikai Co., Ltd. (through Keizaikai USA, Inc.)		4. Principal address of foreign principal 11th Mori Bldg., 2-6-4 Toranomon, Minato-ku, Tokyo 105, Japan (USA Office: 1270 Avenue of the Americas, Suite 2720 New York, NY 10020

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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

Individual—State his nationality _____

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.

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

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

Japanese publishing 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.)

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.

Keizaikai Co., Ltd. is a privately held corporation.

Date of Exhibit A February 9, 1987	Name and Title Jonathan S. Jessar, Senior Vice President, General Manager	Signature 
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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
Burson-Marsteller	Keizaikai Co., Ltd.

Check Appropriate Boxes:

- 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.
- 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.
- 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.

NOTE: Two copies of unsigned contract are attached; Contract currently in possession of foreign principal for signature; signed documents will be forwarded as soon as they are available.

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

Burson-Marsteller will provide public relations counsel and services to Keizaikai USA Inc., and act on behalf of Keizaikai USA Inc., in support of its announcement and promotion of a new magazine, BUSINESS TOKYO, to the U.S. business community.

SEARCHED
SERIALIZED
INDEXED
FILED
MAY 1987
FBI - NEW YORK

RECEIVED
MAY 19 1987
U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

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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.

Basic public relations counsel in support of Keizai Kai Co., Ltd.'s introduction of new magazine BUSINESS TOKYO to U.S. business community at special gathering for U.S. business executives. Services include speaker and location coordination and preparation of presentation materials (videotapes, invitation and program, and informational brochures). At a later date (to be determined), media relations activity may be also undertaken for long-term promotion of new publication.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?
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

February 9, 1987

Name and Title

Jonathan S. Jessar
Senior Vice President
General Manager

Signature



¹Political 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.

Burson-Marsteller

230 Park Avenue South
New York, NY 10003
212.614.4000

January 28, 1987

Keizaikai USA, Inc.
1270 Avenue of the Americas
Suite 2720
New York, New York 10020

Gentlemen:

This letter will confirm the agreement entered into by and between Keizaikai USA, Inc., ("Client"), and Burson-Marsteller Inc., a New York corporation ("B-M"), as follows:

1. Services

- A. Basic Services. B-M will render the following services ("Basic Services") in connection with a luncheon (the "Event") at the Metropolitan Museum of Art (the "Met"):
- i. coordination, supervision, negotiations with the Met as deemed necessary by Burson-Marsteller for the appropriate implementation of the Event;
 - ii. production of an audio-visual presentation;
 - iii. compiling, mailing and obtaining responses from an invitation list of business representatives;
 - iv. identifying and commissioning a speaker for the Event, including speaker's fee.
- B. Special Services. In addition to the Basic Services, B-M is prepared to provide additional services for such projects and products as Client shall from time to time request. Before B-M begins any such Special Services, Client and B-M shall agree upon B-M's compensation therefor.

For example, if Client requests that the Event, which is a social event, become a press event, additional services would be required and costs incurred. Such additional costs and services would include, but not be limited to, additional fees to the Met, the writing and production of a press kit, the writing and production of a special audio-visual presentation tailored to the broadcast media, media invitation lists, invitations and follow-up. B-M will be appropriately compensated. To this end, B-M and Client will negotiate a separate contract prior to commencing work.

2. Compensation

Client agrees to pay B-M for its Basic Services as follows:

- A. A sum not to exceed \$300,000.00 representing B-M's estimated budget plus ten percent (10%). This will be billed to the Client in three installments as follows:
- First \$100,000.00 payment due to B-M on January 28, 1987 (upon signing of agreement);
 - Second \$100,000.00 payment due to B-M on March 16, 1987;
 - Third payment representing actual charges for completion of project, not to exceed \$100,000.00, due to B-M on May 4, 1987.
- B. Included in estimated budgets are all normal charges and out-of-pocket expenses incurred by B-M in servicing Client's account. Attached hereto are the budget estimates and elements for the Event. Budget figures provided are estimates only and subject to a plus or minus ten percent (10%) variable.
- C. Where B-M uses services of an outside supplier in providing production-related services to Client, Client shall pay B-M the cost of such services together with a 17.65 percent mark-up. This mark-up has been included in the estimated budgets. Such costs shall include items such as mechanical and art costs (including typography, artwork and comprehensive layouts) and audio-visual production costs.
- D. Client shall reimburse B-M (without mark-up) for all travel-related expenses and for the entertainment of editorial and other parties whom the Client has requested B-M to entertain. Such expenses anticipated and deemed reasonable by B-M have been included in the estimated budgets.
- E. Included in the estimated budgets shall be a surcharge equal to three percent (3%) of time charges for the project; said amount covers certain administrative costs, including local telephone calls and routine postage associated with servicing Client's account.

3. Billing Procedures

- A. B-M shall provide for Client three invoices, the first two for \$100,000.00 each, the third not to exceed \$100,000.00 and representing B-M's actual charges to complete the project. The first payment is due from Client to B-M immediately upon signing of contract. Two remaining invoices will be sent approximately two (2) weeks prior to dates specified in 2A above. Client agrees to pay within two weeks after receipt but no later than the dates specified in 2A above.
- B. If Client fails to make any payment due hereunder within fifteen (15) days after the same falls due, Client shall pay, in addition to the amount due, interest thereon at the prime rate of interest charged by The Chase Manhattan Bank, N.A. as of the due date of such payment.

4. Term and Termination

- A. The term of this Agreement shall commence as of January 28, 1987 and continue until May 4, 1987, unless earlier terminated by either party giving the other sixty (60) days' prior written notice. Client shall pay all time charges and out-of-pocket expenses incurred up to the effective date of such termination.
- B. Upon the effective date of the termination of this Agreement, and after payment of all sums due from Client to B-M, all property in B-M's possession belonging to Client pursuant to the terms of Section 5 hereof and all contracts for services and materials entered into by B-M for Client shall be turned over and/or assigned to Client.

5. Ownership

All slogans and publicity materials submitted or developed by B-M for Client during the term of this Agreement and paid for by Client and which Client uses at least once prior to the termination hereof or which Client indicates in writing to B-M during the term hereof as being specifically within the designated plans for adoption and exploitation by Client, shall be, as between B-M and Client, Client's property exclusively. All such materials not so used or designated shall be, as between B-M and Client, B-M's property exclusively.

6. Indemnification

- A. Client shall be responsible for the accuracy, completeness and propriety of information concerning its organization, products, industry and services which it furnishes to B-M. It will be Client's responsibility to review materials prepared or services planned to be rendered by B-M under this Agreement to confirm that representations with respect to Client or Client's products or services are supportable by objective data then possessed by Client, as well as to confirm the accuracy and legality of the descriptions and depictions of Client's products and services and/or competitive products or services described or depicted. Accordingly, Client shall indemnify and hold B-M harmless from and against any and all losses, damages, liabilities, claims, demands, suits and expenses (including reasonable attorney's fees) that B-M may incur or be liable for as a result of any claim, suit or proceeding made or brought against B-M based upon or arising out of (a) any descriptions or depictions of Client's or competitive products or services contained in any materials created, placed, prepared or produced by B-M or other service performed by B-M for Client; (b) any alleged or actual defects in Client's products or services; (c) allegations that the manufacture, sale, distribution or use of any of Client's products or services violates or infringes upon the copyright, trademark, patent or other rights of any third party, and (d) allegations that the publicity or promotion of any of Client's products or services induces, promotes or encourages the violation or infringement upon the copyright, trademark or other rights of any third party.
- B. B-M shall not be responsible for failure of the Met to meet its obligations, including negotiated fees, date or location for the Event. Client assumes full responsibility for all costs arising out of or associated with the Event, including but not limited to any claims for property damage or personal injury.
- C. After material has been issued by B-M to a third party, its use is no longer under B-M's control. B-M can therefore not assure the use of its press material by any party, nor, if used, that it will be accurate.

7. Agency/Client

In purchasing materials or services on Client's behalf, B-M will be acting as Client's agent, and all orders placed and contracts entered into by B-M for such purposes with its suppliers and other persons may so state.

8. Entire Agreement

This Agreement constitutes the entire agreement with respect to the subject matter hereof, and may only be modified or amended in writing signed by the party to be charged.

9. Construction

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. Titles

Titles are for reference only. In the event of a conflict between a title and the content of a section, the content of the section shall control.

B-M and Client have indicated their acceptance and approval of the foregoing by signing in the spaces provided below.

Very truly yours,

BURSON-MARSTELLER INC.

By: _____
Title: _____

Accepted and agreed by Keizaikai USA, Inc.

By: _____
Title: _____