

**Privacy Act Statement.** Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*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<br><b>DANIEL J. EDELMAN, INC.<br/>1420 K ST. NW<br/>WASHINGTON, DC 20005</b> | 2. Registration No.<br><b>03634</b> |
|--|-------------------------------------|

|  |   |
|--|---|
| 3. Name of foreign principal<br><b>TOWER MANAGEMENT LTD.</b> | 4. Principal address of foreign principal<br><b>MELROSE HOUSE, 46 STAVILE<br/>LONDON, W1X 1AF</b><br><b>Row</b> |
|--|---|

5. Indicate whether your foreign principal is one of the following:

- Foreign government
  - Foreign political party
  - Foreign or domestic organization: If either, check one of the following:
    - Partnership
    - Corporation
    - Association
  - Individual-State nationality \_\_\_\_\_
- 97  
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CRIMINAL DIVISION  
U.S. DEPARTMENT OF JUSTICE

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 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

TOWER MANAGEMENT REPRESENTS, IN THE WEST, A  
██████████ GROUP OF RUSSIAN COMPANIES, IN A NUMBER OF

b) Is this foreign principal WHICH BORIS BEREZOVSKY HAS AN INTEREST.

Supervised by a foreign government, foreign political party, or other foreign principal Yes  No

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 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 must be used.)

100% OF THE SHARES OF TOWER MANAGEMENT, LTD  
ARE HELD BY BSG VALENTINE, A LONDON FIRM OF  
ACCOUNTANTS,

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.

|                              |  |   |
|------------------------------|--|---|
| Date of Exhibit A<br>2/11/97 | Name and Title<br>LESLIE DACH<br>VICE CHAIRMAN | Signature<br> |
|------------------------------|--|---|

**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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

|  |   |
|--|---|
| 1. Name of Registrant<br><b>DANIEL J. EDELMAN, INC</b>       | 2. Registration No.<br><b>03634</b>   |
| 3. Name of Foreign Principal<br><b>TOWER MANAGEMENT LTD.</b> | <b>RECEIVED<br/>DEPT. OF JUSTICE<br/>CRIMINAL DIVISION<br/>FEB 13 11:00</b> |

Check Appropriate Boxes:

- 4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6.  The agreement or understanding between the registrant and the 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 expenses, if any, to be received.

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

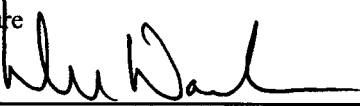
**SEE ATTACHED CONTRACT.**

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

SEE ATTACHED CONTRACT.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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<br>02/12/97 | Name and Title<br>LESLIE DACH<br>VICE CHAIRMAN | Signature<br> |
|-------------------------------|--|---|

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any 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 interests, policies, or relations of a government of a foreign country or a foreign political party.

1420 K Street, N.W.  
18th Floor  
Washington, D.C. 20006  
Phone 202. 371-8200  
FAX 202. 371-8498  
FAX 202. 371-2958

PUBLIC RELATIONS WORLDWIDE  
**EDELMAN**

February 7, 1997

Vladimir Voronoff  
Tower Management Limited  
Melrose House  
4-6 Savile Row  
London W1X1AF

Dear Mr. Voronoff:

This letter, when signed by you, will constitute our agreement to serve as public relations counsel for Tower Management Limited for the period of January 1, 1997 through December 31, 1997.

The agreement shall be automatically renewed for successive one-year periods, upon the same terms and conditions, subject to termination as follows: either party may terminate this agreement, by giving not less than thirty (30) days prior written notice of termination

As public relations counsel, we will provide such support for Tower Management as is requested. We will work on an on-going basis with Tower Management on all activities designed to achieve the program's objectives.

You agree to pay our firm, as compensation for our professional services, a minimum retainer of \$50,000 per month not including expenses and incidentals. Professional fees for services in support of legal action will be charged on an hourly basis, up to \$25,000. We ask that you submit the retainer fee in two-month blocs at a level of \$100,000, the first on February 1 to cover the months of January and February, the following on March 1 to cover March and April, and at the beginning of every other month thereafter.

In lieu of individual billing of routine expenses incurred on your behalf such as photocopying, telephone, teletypes, and postage charges -- you agree to accept a monthly administrative charge equal to 7 percent of the monthly personnel fee. For any expense to be incurred above \$5000 we will first clear the expenditure with you.

All invoices for expenses are due and to be paid within thirty (30) days after the date of the invoice. If invoices remain unpaid sixty (60) days after the invoice date, a finance charge of one (1) percent per month will be added.

Atlanta Chicago Dallas Houston Los Angeles New York Sacramento San Francisco Silicon Valley Washington D.C.  
Beijing Brussels Dublin Frankfurt Guangzhou Hamburg Hong Kong Kuala Lumpur London Madrid Melbourne  
Mexico City Milan Montreal Paris Seoul Shanghai Singapore Sydney Taipei Tokyo Toronto

You agree to indemnify and save us harmless from and against all liability, including all actions, claims, damages, costs and attorneys' fees, which we may incur (or to which we may be a party), arising out of actions taken or statements made by us at your direction or based upon information provided by you and any and all losses, claims, damages, expenses, or liabilities related to the use of your products or services unless in any case resulting from gross negligence or a clear disregard for the activities standards on our part.

We agree to indemnify and save you harmless from and against all liability, including all actions, claims, damages, costs and attorneys' fees, which you may incur (or to which you may be a party) resulting from gross negligence on our part.

We agree to keep confidential all information and materials so designated by you and to limit access to such information and materials to those with a need to know

It is agreed that any dispute arising out of this agreement or by actions of either party hereto in mutual consent of the parties shall be settled by arbitration according to the rules of American Arbitration Association.

During the period of this agreement and for one (1) year after its termination neither you nor we will, without the consent of the other, engage as an employee (either directly or indirectly) any person who is employed or has been employed within the last six months by the other.

Please sign both copies of this letter, retaining the original for your files and returning the copy to us.

Sincerely,

For:   
DANIEL J. EDELMAN, INC

2/12/97  
DATE

AGREED TO AND ACCEPTED:

For:   
VLADIMIR VORONOFF

12 February 1997  
DATE