

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 Daniel J. Edelman, Inc. 1420 K St., NW Washington, DC 20005	2. Registration No. 03634
3. Name of foreign principal Ukrainian United Energy Systems	4. Principal address of foreign principal c/o Adams & Associates 314 Commerce St. Alexandria, VA 22314

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
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual-State 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 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

Ukrainian United Energy Systems is a Ukrainian energy corporation.

b) Is this foreign principal

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

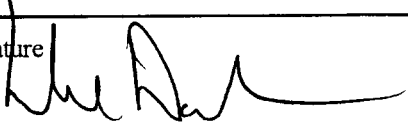
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

The foreign principle is a Ukrainian energy corporation owned and controlled by its officers, directors and shareholders.

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.

n/a

Date of Exhibit A	Name and Title LESLIE DACH VICE CHAIRMAN	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. 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 Daniel J. Edelman, Inc.	2. Registration No. 03634
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3. Name of Foreign Principal Ukrainian United Energy Systems

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.

* Registrant has been retained by American Ukrainian Resources Development Association to provide media consultation and representation for Ukrainian United Energy Systems.

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.

Public relations including media relations regarding natural gas and energy policies as they affect Ukraine.

Date of Exhibit B	Name and Title LESLIE DAH VICE CHAIRMAN	Signature 
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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.
10th Floor
Washington, D.C. 20005
Phone 202.371-0200
FAX 202.371-0490
FAX 202.371-2858

EDELMAN
Public Relations Worldwide

December 12, 1996

Dr. Zenovy Tkachuk
American-Ukrainian Resources Development Association, Inc.
c/o Adams & Associates
314 Commerce Street
Alexandria, VA 22314

Dear Dr. Tkachuk:

This letter, when signed by you, will constitute our agreement to serve as public relations counsel for American-Ukrainian Resources Development Association Inc. (AURDA) for the period January 15, 1997 through July 15, 1997.

This agreement can be automatically renewed for successive six month periods with the agreement of both parties, upon the same terms and conditions, and is subject to termination as follows: either party may terminate this agreement by giving not less than sixty (60) days prior written notice of termination.

As public relations counsel, we will develop and implement activities designed to achieve AURDA's public relations objectives and counsel the company on public relations questions, opportunities and problems, and will use our best efforts to further its reputation and interest, in addition to providing public relations services as outlined in our memo to you, dated December 12, 1996.

You agree to pay our firm, as compensation for our professional services, a personnel fee of \$20,000 per month, billed monthly at the beginning of each month of service as described in the attached payment schedule.

You will also reimburse us for all reasonable expenses directly incurred and paid by us in the performance of public relations services on your behalf at actual cost. All expenses for travel and accommodation directly incurred by Edelman staff conducting business related to the conduct of public relations activities for AURDA will be approved first by AURDA or their representative.

All invoices for fees and disbursements are due and to be paid within thirty (30) day after the date of the invoice. If invoices remain unpaid (60) days after invoice date, a finance charge of one percent (1%) 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 Gaungzhou Hamburg Hong Kong Kuala Lumpur London Madrid Melbourne
Mexico City Milan Montreal Paris Seoul Shanghai Singapore Sydney Tokyo Toronto

EDELMAN PUBLIC RELATIONS WORLDWIDE

The fee for professional services covers only public relations activities in the United States. If the program entails the services of Edelman Productions or our Non-US offices or affiliates, there will be an additional fee as mutually agreed upon.

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.

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 implementing this agreement which cannot be settled by the mutual consent of the parties shall be settled by arbitration according to the rules of the 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.

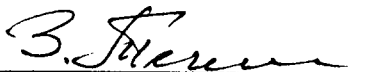
Please sign both copies of this letter, retaining the original for your files and returning the copy to us.

Sincerely,



For: DANIEL J. EDELMAN, INC.

AGREED TO AND ACCEPTED:



BY: DR. ZENOVY TKACHUK
AMERICAN-UKRAINIAN RESOURCES
DEVELOPMENT ASSOCIATION, INC.

Payment Schedule for AURDA
for the period ~~December 16, 1996 - June 16, 1997~~
January 15, 1997 July 15, 1997

Under the terms of the attached contract with Edelman Public Relations Worldwide, AURDA will pay professional fees in the amount of \$20,000 per month according to the following schedule:

Feb
~~January 1, 1997~~
\$30,000 (to include full payment of \$20,000 for ~~January~~ *Feb* 1997 and full payment of \$10,000 for ~~December 1996~~ *January 1997*)

June
~~February 1, 1997~~
\$20,000

March 1, 1997
\$20,000


April 1, 1997
\$20,000

May 1, 1997
\$20,000

July
~~June 1, 1997~~
\$10,000


For: DANIEL J. EDELMAN, INC.

AGREED TO AND ACCEPTED:


BY: DR. ZENOVY TKACHUK
AMERICAN-UKRAINIAN RESOURCES
DEVELOPMENT ASSOCIATION, INC.

1420 K Street, N.W.
10th Floor
Washington, D.C. 20005
Phone 202. 371-0200
FAX 202. 371-0490
FAX 202. 371-2858

Public Relations Worldwide
EDELMAN

December 11, 1996

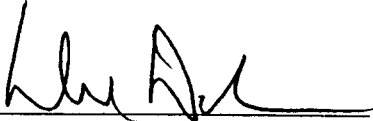
Dr. V. Garber
Garber International Associates, Inc.
1800 Diagonal Road
Suite 510
Alexandria, VA 22314

Dear Dr. Garber:

This letter, when signed by you, will serve as a guarantee certifying that Garber International Associates, Inc. will be responsible for payment of all fees and expenses incurred by the American Ukrainian Resources Development Association, Inc. (AURDA) in relation to public relations activities performed for AURDA by Edelman Public Relations Worldwide for the period ~~December 16, 1996~~ ^{Jan 16, 1997} ~~June 16, 1997~~ ^{July 16, 1997}.

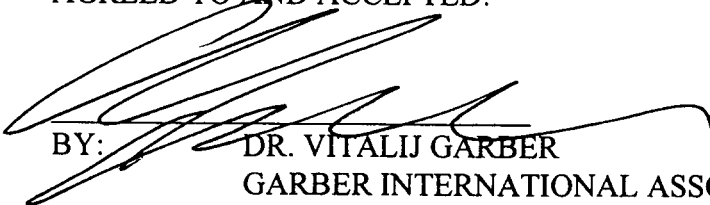
Please sign both copies of this letter, retaining the original for your files and returning the copy to us.

Sincerely,



For: DANIEL J. EDELMAN, INC.

AGREED TO AND ACCEPTED:



BY: DR. VITALIJ GARBER
GARBER INTERNATIONAL ASSOCIATES, INC.

