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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 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 GCI GROUP	2. Registration No. 3858
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To correct a deficiency in

☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.

☐ Initial Statement

☐ Supplemental Statement for the period ending _____

☐ Other purpose (specify) _____

☒ To give notice of change in an exhibit previously filed.

Termination of client DOMTAR as of 12/31/96

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

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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 space is insufficient, a full insert page must be used.)

57 SEP 20 11 21 17
COMMUNICATIONS SECTION

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

9/23/97

(Type or print name under each signature¹)

Joseph R. Capellini

Joseph R. Capellini
Executive Vice President

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

January 13, 1997

Serleo Luk
Chairman & Chief Executive Officer
Physical Health Center Hong Kong Ltd.
Physical Spa and Fitness Inc.
12/F & 13/F, Causeway Bay Plaza I
489 Hennessy Road, Causeway Bay
Hong Kong

Dear Mr. Luk:

This letter will confirm your appointment of GCI Los Angeles as your exclusive investor relations agency and will set forth our mutual understanding of our agreement. This agreement will go into effect as of February 15, 1997.

1. SERVICES

We will devote our best efforts to further your interests and will work with you to develop and carry forward a successful investor relations program for your company.

2. COMPENSATION

In consideration of the services to be performed by us, you will compensate us in accordance with the following:

a) Fee

An advance fee of \$10,000 will be billed to Physical Spa & Fitness Inc. at the beginning of the first month. Subsequent months will be billed an advance of \$5,000 per month to cover normal activity. If we anticipate an extraordinary level of activity, the advance fees will be adjusted accordingly. These fees will be applied against any hourly time charges. On or about the 15th of each month, you will receive an invoice containing a detailed breakdown of the time charges for the prior month along with a report describing our activities. Our out of pocket expenses are additional.

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b) Production and Creative Services

You will be billed for all production and creative services at our cost plus 20%. This will include such services as photography, prints, slides, video production, news clippings, artwork, printing and production and similar items.

c) Out-of-Pocket Expenses

The following items will be billed to you at net cost:

(i) Domestic Travel:

Transportation, food and accommodations, etc. for trips authorized by you. (Major out-of-pocket expenses such as travel and hotels for agency to visit Hong Kong will be arranged and paid for by client).

(ii) Packing, Shipping, Delivery and Communications

All expenses incurred in connection with forwarding material on your behalf, telephone, Fed Ex, messenger and postal charges.

- d) Any expense item, including production and creative, over \$1,000 will require advance client authorization.

e) Payments

It is understood that:

- (i) All invoices are payable within 20 days after receipt by you.
- (ii) Production, creative services and all out-of-pocket costs will be billed to you on the next monthly bill after invoices for such costs are received by us.

3. GENERAL PROCEDURES

- a) You reserve the right to modify, reject, cancel or stop any and all plans, schedules or work in process; and in such event we shall immediately take proper steps to carry out your instructions. In turn you agree:
- (i) to assume our liability for all such commitments;
- (ii) to pay us, in accordance with the provisions of this agreement, any and all proper charges earned and incurred by us in connection with such work up to the time of its discontinuance, cancellation, or modification;

- (iii) to indemnify us for all claims and actions by third parties for damages in consequence of our carrying out your instructions, other than arising from our negligence or misconduct.
- b) All copy, layouts, scripts, art work, photography, designs or other materials or documents prepared, purchased or furnished by us on your account and at your expense, and produced during the term hereof, become your property, and shall be delivered to you upon request.
- c) We will maintain the confidential nature of data you entrust to us through strict control of its distribution and use and will indemnify you for any damages arising from our negligence in disseminating such data.
- d) We will endeavor to the best of our ability to guard against any loss to you through failure of suppliers to execute properly their commitments but we shall not be held responsible for any failure on their part.
- e) You will indemnify us against any loss and/or expense we may incur as the result of any claim, suit or proceeding made or brought against us or in which we are asked to participate, based upon any materials we prepared or placed for you and based upon information provided by you or which you approved before its dissemination, production, or publication, as well as for claims or suits arising out of the nature or use of your products or services or our relationship to you but excluding claims arising out of our negligence or misconduct.

4. TERMS AND TERMINATION OF AGREEMENT

- a) This agreement shall be considered in effect as of February 15, 1997 and shall remain in full force thereafter subject to cancellation by either party by giving 90 days written notice.
- b) Our duties, responsibilities and rights shall continue in full force during the period of notice of termination.
- c) Upon termination of this agreement, you are to pay for all authorized work in process, at cost, and you shall assume our liability under and indemnify us with respect to all outstanding contracts made in your behalf.

You will be billed the \$5,000 advance each month for the three month (90 days) cancellation period.

- d) We shall transfer, assign and make available to you or your representative all property and materials in our possession or control belonging to and paid for by you. We also agree to give all reasonable cooperation to transferring and approval of third parties in: interest and reservations, contracts and agreements yet to be used and all rights and claims thereto and therein, upon being duly released from the obligation thereof.

We are delighted to be associated with you and your organization and we look forward to a mutually productive and profitable relationship. At the end of this contract, we will review where we are with the program and develop the specifics of Phase II.

If you will sign one of the enclosed copies and return it to us, it will serve as an acceptance of the terms of this agreement.

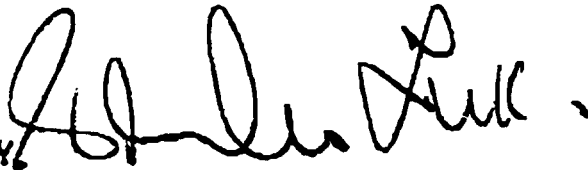
Very truly yours,

GCI Los Angeles

by:


Michelle Jordan, President

ACCEPTED BY:



Name: LUK NGAI KWONG Title: CHAIRMAN & CEO

Company: PHYSICAL SPA & FITNESS INC.