

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 Golin/Harris Communications, Inc. 500 North Michigan Avenue Chicago, IL 60611	2. Registration No. 3949
3. Name of foreign principal State of Greater Berlin	4. Principal address of foreign principal Rathaus Schoneberg John F. Kennedy Platz 1000 Berlin 62

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:
 - Partnership Committee
 - Corporation Voluntary group
 - Association Other (specify) _____
- Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant. Presse Und Informationsamt
Des Landes Berlin
- b) Name and title of official with whom registrant deals.
Karl Joachim Kierey, Deputy Minister for Economics and Labor

7. If the foreign principal is a foreign political party, state: N/A

- 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

N/A

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b) Is this foreign principal N/A

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.)

N/A

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
February 16, 1987

Name and Title
Paul F. Mitchell
Senior Vice President -CFO

Signature



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
Golin/Harris Communications, Inc.	State of Greater Berlin

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.

There is a written agreement (copy attached) between FCB - Berlin Werbeagentur GmbH an affiliated company of Golin/Harris Communications, Inc. and the State of Greater Berlin.

- Describe fully the nature and method of performance of the above indicated agreement or understanding.
 - Ongoing counsel on public relations matters that relate to encouraging U.S. tourism to West Berlin
 - Development and distribution of public relations materials -- including news releases, informational brochures, audio/visual presentations
 - Coordination and contact with editors to encourage development of news stories on Berlin.

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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.

Promote American Tourism to West Berlin

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

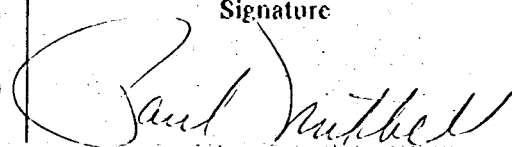
Date of Exhibit B

February 16, 1987

Name and Title

Paul F. Mitchell
Senior Vice President - CIO

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.

Basic Agreement

The following contract is made between the

a) State of Greater Berlin, represented by
the Governing Mayor of Berlin, who is
represented by the Director of the
Press and Information Office of the State
of Greater Berlin (Presse- und Informationsamtes
des Landes Berlin), Rathaus Schöneberg,
John-F.-Kennedy-Platz, 1000 Berlin 62,

b) the Senator for Business and Labor
(Senator für Wirtschaft und Arbeit),
Martin-Luther-Strasse 105, 1000 Berlin 62,

called "Berlin" in the following,

and the PCB Berlin-Werbeagentur GmbH, Lassenstrasse 11/15,
1000 Berlin 33,

called "Agency" in the following.

§ 1

Within the scope of the general work for the purpose of political
public relations and promotion of tourism, Berlin assigns the
Agency with the communications tasks for the State of Greater
Berlin. In the individual instance, these tasks will be more
closely defined in terms of kind and extent. In assuming these
tasks, the Agency acts in its own name and at its own expense to
the extent that this contract does not determine otherwise.

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Within the scope of the contract, the Agency must in particular provide the following services:

1. Development of communications strategy and elaboration of annual plans;
2. Preparation of texts, designs (layouts), and clean drawings for the various advertisements;
3. Elaboration of the test of the conception and/or test of the advertisement;
4. Provision of expertly executed advertising materials and technically faultless printing and production materials based on the designs accepted by Berlin;
5. Contacting the necessary specialists or subcontractors such as journalists, copywriters, graphic artists, typesetters, photographers, retouchers, architects, printers and platemakers, film-makers, recording studios, etc., and giving assignments to these in the name of and at the expense of the Agency following approval by Berlin.
6. Following consultation with Berlin, the Agency, in cooperation with suitable manufacturing companies, is responsible under its own name and at its expense for obtaining production bids, placement of order, and production supervision of all advertisements issued by Berlin.
7. Preparation, planning, and implementation of advertising measures in rate-charging media.

8. Counseling, planning, and realization of advertising campaigns;
9. Testing and documentation;
10. Presentation of intermediary stages as well as of the final version of all communication material in the in-house and advisory authorities of Berlin if this is desired or necessary.

§ 3

1. The services to be performed by the Agency within the scope of this contract are established in detail in an annual program, which is drawn up at the beginning of each year between the Agency and Berlin, from which no legal claims can be derived for the Agency. For this purpose, the Agency submits at the appropriate time a working paper that contains both a detailed list of costs and a payment plan from which the deadlines and amounts can be learned. These costings do not include the fee. In principle, a cost overrun is not possible. Should there nonetheless be instances in which the costing is unavoidably exceeded, they must be sufficiently and provably justified by the Agency. They require the previous written approval of Berlin. In the event of a budget cut, there will be an adjustment of the assigned tasks to the budget situation, taking possible budget constraints into consideration.
2. The Agency, following the discussion of projects with Berlin, prepares appropriate consecutively numbered and dated factual reports that are binding for the additional work only after approval by Berlin. This approval is considered to be given if the factual report is not rejected within two weeks. The assignments are made singly. All assignments must be settled through the use of order forms.

§ 4

In principle, Berlin supervises via the Agency assignments that are made within the scope of this contract between Berlin and the Agency. Berlin retains the right, however, to also make assignments to third parties.

§ 5

For assignments to rate-charging advertising media, the Agency guarantees the most favorable rate conditions in each instance. The payment of such assignments occurs through the Agency, which acts in its own name toward the rate-charging advertising media, but the Agency makes the assignments for Berlin and settles with Berlin directly.

§ 6

All assignments to subcontractors must be issued by the Agency on the basis of the general regulations for the assignment of services (VOL/A) and of regulation PR number 30/53 concerning prices in the public assignments of November 21, 1953 (GVBL. S. 1511) in the applicable version in each instance. The text of these regulations is being delivered to the Agency today.

§ 7

1. In compliance with § 2 No. 7 (insertions in daily newspapers, magazines, radio, television, movie advertising, putting up posters of any kind, supplements in newspapers and magazines, etc.), the Agency receives, in addition to the payment of the net/net-insertion costs plus value-added tax for all communications tasks, a handling fee of 17.65% on the net/net of any transaction plus value-added tax on the fee.

2. The Agency also receives a net/net reimbursement of the costs for outside services necessary for the assignment (composition, lithography, slides, etc.) only in the amount that actually must be paid by the Agency. In addition, a handling fee of 15% plus value-added tax on the fee will be paid. There exist no additional fee claims, including the reimbursement of travel expenses and other expenditures, in connection with the reimbursement of outside services.
3. The net/net amount is yielded after deduction of all benefits granted to the Agency (Agency rate commissions, rebates, discounts, and other concessions such as volume discounts and annual bonuses).
4. In compliance with paragraphs 1 and 2, the following are paid with the handling fee: advice, planning, implementation, and control of the communication work as well as creation of the communications tools in word, picture, and sound as well as presentation by the Agency in the in-house or advisory committees of Berlin.
5. Along with the handling fee in paragraphs 1 and 2, all administrative and organizational costs of the Agency, including the material costs for documentation, the costs for telephone, telex, photocopies, and postage (with the exception of the postage to be added in § 10, paragraph 1) are also to be reimbursed.
6. Clean drawings made by the Agency itself are reimbursed to it on an hourly basis at agreed-on rates per hour.
7. Slides for the preparation of printing materials which the Agency, in consultation with Berlin, makes or acquires are reimbursed in compliance with the previous agreement.

8. If the Agency creates its own designs for communications tools whose use or duplication Berlin assigns without calling upon the Agency, the Agency receives for its services and for the acquisition of all rights a fee in compliance with the previous agreement.

§ 8

1. In compliance with § 2 (printed materials, film, radio, television projects, exhibition stands, etc.) except for the communications tasks mentioned in § 7 paragraph 1, the Agency receives for the development, design, manufacture, and supervision of production projects a handling fee, which must be previously agreed on, of up to 17.5% of the net bill for any production costs that arise for the production within the first 12 months of their use. With this handling fee, all fee claims by the Agency, including such claims from reimbursement of outside services, particularly from reimbursement of travel expenses and other expenditures, are compensated.

2. Accordingly considered applicable are § 7, paragraph 2, sentence 1 as well as paragraphs 3, 4, 5, 6, 7, and 8.

§ 9

For other communications assignments and particularly for development services, the reimbursement is made on a project-by-project basis in a lump sum or on an hourly basis, in each instance on the basis of the specific assignment by Berlin. Expenditures in this context, provided Berlin recognizes them as necessary, are calculated and reimbursed at the cost price plus the actual amount of value-added tax that is due.

§ 10

Travel expenses and other expenditures in the preparation and implementation of PR programs or for the fulfillment of services within the scope of this contract are reimbursed to the Agency or to the subcontractor working at the assignment of Berlin upon submission of voucher on the basis of the Federal Travel Expense Law (Bundesreisekostengesetz); the reimbursement of hotel accommodations is restricted to the reception guidelines of Berlin. The employees of Berlin do not participate in the reimbursement. The Agency will not pay for expenditures for employees of Berlin.

§ 11

1. It is known to the Agency that the employer must observe particular rules of a public and legal nature. The services of the Agency are in each instance to be computed following completion of an assignment, but at the latest within 8 weeks. For larger and long-term projects, partial payment based on portions of the work is possible.
2. The handling fee is paid only after conclusion of each separate assignment.
3. For separate assignments that were made in writing, the Agency can request covering payments for the fulfillment of payment obligations that are already due or that will become due within 4 weeks. With the exception of insertion costs in compliance with paragraph 1 of § 7, the amount requested may not exceed 90% of the assignment limit of the material costs of a single assignment. For advance payments that are requested prematurely or excessively, interest will be charged in the amount of 3% above the discount rate of the Deutsche Bundesbank but at least in the amount of 6%.

4. The bills of the Agency are due within 30 days after receipt in Berlin. Berlin can withhold the payment if the Agency fails to heed the assignment conditions of Berlin.

5. A special bank account ((trust account) will be set up for all transfers by Berlin. The outside bills will be paid directly from this account.

§ 12

1. In keeping with business principles, the Agency is obligated to use as effectively and economically as possible the means that are provided it within the scope of an assignment by Berlin.

2. The Agency must take into consideration and pass on to Berlin all rebates, discounts, and other reimbursements that it is granted within the scope of an assignment.

3. In keeping with the basic principles of the VOL (payment regulation for services), the Agency must as a matter of principle obtain three cost proposals if it assigns work to a third party.

4. The Agency is responsible for costs that arise through the implementation of separate measures that have not been approved.

5. All outside bills must be documented by duplicates of the original bill. The identification of these outside bills must prove their inclusion within a specific separate assignment with the order number of Berlin and of the Agency. For composition costs, each bill must be accompanied by a galley proof or baryta copy or proof of the text at no charge. The accuracy of the documented delivery, service, and amount of the bill issued must be proved.

§ 13

1. With the payment of reimbursements and costs in compliance with §§ 7 - 10, Berlin acquires the unrestricted ownership of the objects mentioned. The submission of the manufactured objects, which is necessary for the transfer of ownership, is prescribed by the fact that the Agency stores or has these objects stored until their delivery for Berlin. In addition, all commercial and non-commercial utilization and reimbursement rights to the objects that were made in compliance with § 2 are transferred exclusively to Berlin. In compliance with § 2, the rights for the commercial and non-commercial utilization and reimbursement of films, including films for television along with all the publication aids, that were made within the country and abroad remain with Berlin.

2. The Agency sees to it that it can own these rights and that these rights are not already owned by any other party and that these rights do not violate the copyright or other rights of third parties.

3. If Berlin should become subject to payment of indemnity or otherwise become subject to any claim by a third party due to the utilization and evaluation of the objects produced in compliance with § 2, the Agency is obligated to free Berlin of all claims. A possible contributory negligence by Berlin is not affected by this.

4. The insertion of a sign and/or the mention of the name of the Agency require the approval of Berlin.

§ 14

The Agency is obligated to maintain secrecy about the matters made known to it on the basis of the contract. This applies also for the time after conclusion of the contractual relationship. In addition, it is obligated to accordingly require secrecy of the third parties engaged for the provision of services mentioned in § 2.

§ 15

1. In the fulfillment of the contract, the Agency is liable for the attention of a conscientious businessman. In conjunction with the annual auditing, the Agency provides proof at its expense by means of an independent auditing company that the accounting of the business relations has occurred within the sense of this contract.

2. Berlin or an authority assigned by it as well as the auditing office of Berlin have the right to take a look at the Agency's business records that are relevant to this contract.

§ 16

The Agency pledges that it will accept assignments from other states, Länder, cities, and communities that affect the official public relations work and the advertisement of tourism only with the previous approval of Berlin.

§ 17

As for the rest, the General Conditions for the Performance of Services (Allgemeine Bedingungen für die Ausführung von Leistungen) (VOL/B) as well as the implementation guidelines of §55 of the state budget regulation (Landeshaushaltsordnung) are part of this contract. This applies also in the relationship to subcontractors. The Agency is obligated to include a corresponding clause in the assignments with subcontractors. Texts of the regulations mentioned are being delivered to the Agency today.

§ 18

1. This contract begins on January 1, 1986 and ends on December 31, 1986.

2. In the event of an important reason, this contract can be terminated in writing without observance of a period of notice.

3. Considered as an important reason is in particular a serious violation of the obligations mutually assumed within the scope of this contract or any other behavior that makes impossible further cooperation on a basis of trust.

4. Also considered an important reason is a change of the business basis that occurs in the effective duration of the contract.

§ 19

Changes and supplements to this contract must be made in writing.

§ 20

Essential parts of this contract are the attachment 1 (hourly rates in keeping with §§ 7 and 9 of the contract) and attachment 2 (authorization to sign for the job forms mentioned in § 3, paragraph 2).

Place of fulfillment and legal venue is Berlin.

Berlin, January 14, 1986

(for the State of Berlin)

(for the Agency)