

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 1825 Eye Street, N.W., Suite 950 Washington, D.C. 20006	2. Registration No. 2469
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3. Name of foreign principal Stern Magazine	4. Principal address of foreign principal 50 Warburg Strasse 2000 Hamburg 26 Fed. Republic of Germany
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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
 - Corporation
 - Association
 - Individual—State his nationality _____
 - Committee
 - Voluntary group
 - Other (specify) _____

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

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U.S. DEPARTMENT OF JUSTICE
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COMMUNICATIONS SECTION

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
Magazine publishing in the United States and the Federal Republic of Germany

TERMINATED
DATE 5-1-85

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.

Grunner & Jahr c/o 50 Warburg Strasse 2000
Hamburg 26
Federal Republic of Germany

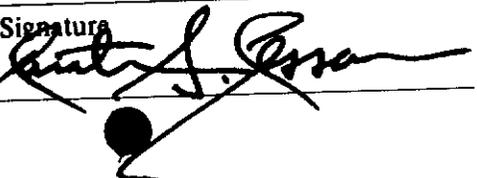
Date of Exhibit A

May 3, 1984

Name and Title

Jonathan S. Jessar
Senior Vice President

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
Burson-Marsteller	Stern Magazine

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.

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

Burson-Marsteller will assist in contacts and meetings serving the corporate and magazine interests, including television positioning and programming and publicity fostering same; newspaper publicity on corporate interests and activities; assistance to U.S.-based correspondents and to publishing and corporate officers when in the United States.

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REGISTRATION UNIT

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

Burson-Marsteller will assist in contacts and meetings serving the corporate and magazine interests, including television positioning and programming and publicity fostering same; newspaper publicity on corporate interests and activities; assistance to U.S.-based correspondents and to publishing and corporate officers when in the United States.

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 May 3, 1984	Name and Title Jonathan S. Jessar Senior Vice President	Signature 
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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 domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of the government of a foreign country or a foreign political party.

april 26, 1934

Mr. rolf winter
editor-in-chief
stern magazine
warburg strasse 50
2000 hamburg 36
federal republic of germany

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dear mr. winter:

this letter will confirm the agreement entered into by and between stern magazine ("client") and burson-marsteller ("b-m") as follows:

1. services

b-m will render such professional services for such projects and products as the client shall from time to time request. such services may include:

- a. counseling=
- b. formulating public relations plans in areas of corporate, financial, market-oriented and internal relations=
- c. preparing news releases, feature articles, public announcements and background information for magazines, newspapers, periodicals, radio and television stations and other media=
- d. representing and counseling client with various publics=
- e. writing promotional materials=
- f. staging and conducting meetings and receptions.

2. compensation

- a. client agrees to pay b-m for the time spent by account, creative, communications and other personnel in providing client with services hereunder as determined by applying b-m's hourly rates in effect at the time. minimum total of monthly services will be dlr 5,000 (u.s.). because the period from the effective date of this agreement to the close of the first billing period (may 16, 1934) is one-half month, minimum for that period shall be dlr 2,500 (u.s.). out-of-pocket costs are not included in the monthly manpower minimums.
- b. where b-m uses the services of an outside supplier in providing services to client, client shall pay b-m the cost of such services together with a 17.65 percent mark-up. such costs shall include items such as mechanical and art costs and audiovisual production costs.

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c. client shall reimburse b-m (without mark-up) for the out-of-pocket expenses not listed in section 2d. such expenses shall include long-distance travel expenses of b-m personnel, long-distance telephone calls, telexes, postage, deliveries, hotel accommodations for meetings, travel and entertainment of editorial and other parties whom client has requested b-m to entertain.

d. to cover b-m's cost of miscellaneous items, such as local telephone calls and photocopies that are required to service client, b-m charges three percent (3-0/0) of the monthly hourly charge billed to client as described in section 2c above.

3. billing procedures

a. on or about the first of each month, client will receive an invoice that presents b-m's hourly charges and out-of-pocket expenses incurred. b-m's billing month runs from the 16th day of one month through the 15th day of the next. production costs shall be billed to the client at the end of each month.

b. all invoices shall be due fifteen (15) days after the date of issue.

c. if client fails to make any payment due hereunder within 30 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 manufacturers hanover trust company as of the due date of such payment.

4. term and termination

a. the term of this agreement shall commence as of may 1, 1984 and continue through may 1, 1985, after which either party may terminate the agreement by giving the other thirty (30) days prior written notice. client shall pay all hourly 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, all of client's property in b-m's possession and all contracts for services and materials entered into by b-m for client shall be turned over and/or assigned to client.

5. indemnification

client shall be responsible for the accuracy, completeness and propriety of information concerning its organization which client furnishes to b-m in connection with the performance of this agreement.

client agrees to indemnify b-m from and hold it harmless from and against any and all losses, claims, damages, expenses or liabilities which b-m may incur based on representations concerning client to the extent furnished or prepared by or at client's request for use by b-m provided b-m notifies client within a reasonable time of b-m's receipt of any notice or claim or demand or service of legal process involving any matters for which client has agreed to hold b-m harmless.

after material has been issued by b-m to the press or to another third party, following client approval, its use is no longer under b-m's control. b-m can therefore not assume the use of its press material by any publication, nor, if published, that it will be accurate.

6. 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 purpose with its suppliers and other persons may so state.

7. international public relations

b-m agrees to provide such services outside the united states as client shall from time to time request on such terms as are mutually agreed upon in advance.

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 changed.

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 foregoing by signing in the spaces provided below.

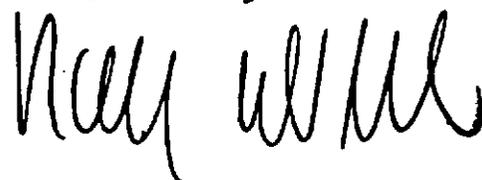
sincerely yours,

bunson-marsteller


Jonathan S. Jessar
senior vice president/
assistant general manager

accepted:

stern magazine



2164982
via wul