

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 1850 M Street N.W., Suite 900 Washington, D.C. 20036	2. Registration No. 2469
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3. Name of foreign principal Government of Catalonia, through Gene y Asociados	4. Principal address of foreign principal Palau de la generalitat placa de sant jaume s/n 08002 Barcelona
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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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

Individual—State his nationality _____

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

a) Branch or agency represented by the registrant. **Executive branch/Government of Catalonia**

b) Name and title of official with whom registrant deals. **President Jordi Pujol**

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

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

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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.

Date of Exhibit A
4/25/86

Name and Title
Jonathan S. Jessar
Senior Vice President,
General Manager

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	Government of Catalonia, through Gene y Asociados

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 provide public relations support for President Jordi Pujol of the government of Catalonia during his four-city U.S. tour. Burson-Marsteller also will provide support arrangements for seminars and lectures in California, which will be arranged by Gene y Asociados.

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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.

Burson-Marsteller will arrange interviews and meetings for President Pujol with the major business and trade press and provide support for the president's lectures and seminar appearances. This will include mailing of invitations, follow-up phone calls, providing audio-visual equipment and operators and act as a liaison between sponsors.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?
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
4/25/86

Name and Title
Jonathan S. Jessar
Senior Vice President,
General Manager

Signature
Jonathan S. Jessar

Political 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 desires 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.

AGREEMENT

AGREEMENT dated this 1 day of April, 1986, by and between BURSON-MARSTELLER, INC., a New York corporation ("B-M"), and GENE Y ASOCIADOS, G & A ("Asociados"),

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WITNESSETH:

WHEREAS, B-M is in the business of providing public relations services to the public having its main office at 230 Park Avenue South, New York, New York, and other offices throughout the United States and the world; and

WHEREAS, Asociados provides public relations services to the public with its main offices being in Spain; and

WHEREAS, Asociados is in need of public relations services in the United States to complement services it has agreed to provide for certain clients of Asociados;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein and other good and valuable consideration, the receipt and sufficiency of which acknowledged concurrently with the execution hereof,

IT IS HEREBY AGREED as follows:

1. B-M will provide professional services in connection with the visit to the United States of the Honorable Jordi Pujol, President of the Government of Catalonia, Spain, from April 25 through May 4.

2. Asociados agrees to pay B-M for its services as follows:

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- (a) As and for payment of B-M's time and input charges, U.S. \$25,000, the one-half (\$12,500) due and payable on April 15, 1986, and the remaining half due May 15, 1986. Payment to be made either in U.S. dollars or the equivalent in Spanish pesetas at the rate of exchange on those days.
- (b) Where B-M uses services of an outside supplier in providing services to Asociados, Asociados 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 (including typography, artwork and comprehensive layouts) and audiovisual production costs (including talent, props, scenery, sound and lighting effects, rights, license fees and producers' fees).
- (c) Asociados shall reimburse B-M (without mark-up) for the out-of-pocket expenses not listed in Section 2b hereof. Such expenses shall include travel expenses of B-M personnel, long distance telephone calls, telexes, postage, deliveries, hotel accommodations for meetings, and travel and entertainment of editorial and other parties whom Asociados 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 Asociados, B-M charges three percent (3%) of the fee billed to Asociados for time-input pursuant to subpart 2(a) above.
- (e) All charges referred to Section 2(b) and (c) may be billed prior to incurrence, during the term of this Agreement or subsequent to completion hereof, at B-M's sole discretion.
- (f) Except as otherwise stated herein all invoices shall be due fifteen days after the date of issuance. As to invoices B-M bills for costs prior to incurrence, said amounts must be paid prior to any obligation on the part of B-M to become obligated for the concerned services or products.
- (g) If Asociados fails to make any payment due hereunder within 30 (thirty) days after the same falls due, Asociados 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.

3. All slogans and publicity materials submitted or developed by B-M for Asociados during the term of this agreement and paid for by Asociados and which Asociados uses at least once prior to the termination hereof or which client indicates in writing to B-M during the term hereof as being specifically within the designated plans for adoption and exploitation by Asociados, shall be, as between B-M and Asociados, Asociados' property exclusively. All such materials not so used or designated shall be, as between B-M and Asociados, B-M's property exclusively.

4. (a) Asociados shall be responsible for the accuracy, completeness and propriety of information concerning its organization, products, industry and services and those of its clients which it furnishes to B-M. It will be Asociados' responsibility to review all advertising, promotional publicity or other materials prepared by B-M under this agreement to confirm that representations, direct or implied, with respect to Asociados' products and services and of its clients are supportable by competent and reliable tests or other objective data then possessed by Asociados, as well as to confirm the accuracy and legality of the descriptions and depictions of Asociados (and clients') products and services and/or competitive products or services described or depicted. Accordingly, Asociados

shall indemnify and hold B-M harmless from and against any and all losses, damages, liabilities, claims, demands, suits and expenses (including reasonable attorney's fees) that B-M may incur or be liable for as a result of any claim, suit or proceeding made or brought against B-M based upon or arising out of (a) any descriptions or depictions of Asociados' (and clients') or competitive products or services contained in advertising, publicity, promotion and public relations created, placed, prepared or produced by B-M or other service performed by B-M for Asociados or its clients; (b) any alleged or actual defects in Asociados' (or clients') products or services; (c) allegations that the manufacture, sale, distribution or use of any of Asociados' (or clients') products or services violates or infringes upon the copyright, trademark, patent or other rights of any third party, and (d) allegations that the advertising of any of Asociados' (or clients') products or services induces, promotes or encourages the violation or infringement upon the copyright, trademark or other rights of any third party.

(b) After material has been issued by B-M to the press or to another third party, its use is no longer under B-M's control. B-M can therefore not assure the use of its press material by any publication, nor, if published, that it will be accurate.

5. In purchasing materials or services of Asociados' behalf, B-M will be acting as Asociados' agent, and all orders placed and contracts entered into by B-M for such purposes with its suppliers and other person may so state.

6. This Agreement constitutes the entire Agreement between the parties and may only be modified or amended in writing signed by the party to be charged.

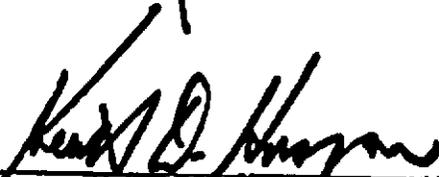
7. This Agreement shall be construed in accordance with and governed by the laws of the State of New York

IN WITNESS WHEREOF, the parties hereto execute this agreement effective the day first above written.



Gene Y Asociados, a _____

Attest _____



Kurt D. Hays
Burson-Marsteller, Inc.
a New York corporation

Attest _____

April 1, '86