

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  FLEISHMAN-HILLARD, INC. 200 North Broadway St. Louis, MO 63102	2. Registration No.  3774
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3. Name of foreign principal  NEWSCAN COMPANY LIMITED	4. Principal address of foreign principal China Resources Bldg. 26 Harbour Road Room 3808, 38th Floor
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5. Indicate whether your foreign principal is one of the following type: HONG KONG

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

Individual—State his 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.

N/A

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

N/A

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

NewsScan Company Limited is a full-service public relations company.

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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.)

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.

Headed by two partners: Kenneth Chu and Betty Lo

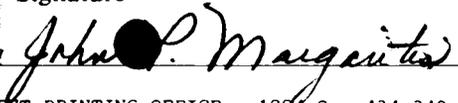
Date of Exhibit A

February 23 1988

Name and Title

John P. Margaritis,  
Executive Vice President,  
Senior Partner

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
FLEISHMAN-HILLARD, INC.	NEWSCAN COMPANY LIMITED

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.

Fleishman-Hillard, Inc. intends to perform public relations activities for various Newscan Company Limited clients which may be referred to Fleishman-Hillard, Inc. by Newscan Company Limited. It is possible that some of these activities on behalf of Newscan Company Limited clients could involve "political activities" within the meaning of FARA.

Fleishman-Hillard, Inc. is, therefore, reporting Newscan Company Limited as a foreign principal now to cover this future possibility.

If any such political activities are performed in the future, they will be duly reported on Fleishman-Hillard's six-month supplemental statement.

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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.

Please see answer to question four.

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

N/A

Date of Exhibit B	Name and Title	Signature
February 24, 1988	John P. Margaritis, Executive Vice President/ Senior Partner	<i>John P. Margaritis</i>

<sup>1</sup>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 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.

Public Relations

Fleishman-Hillard, Inc.  
444 South Flower Street  
Los Angeles, CA  
90071

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This Agreement will serve as the basis for an affiliate association between NEWSKAN COMPANY LIMITED (Newskan) and FLEISHMAN-HILLARD, INC., Public Relations (F-H).

1. Newskan and F-H will cooperate and coordinate with each other in the execution of public relations and related businesses in each other's respective country.
2. Newskan and F-H would initially work together in the following manner: F-H would assign a person in Los Angeles to work directly with Newskan on all client matters. This person would act as liaison for Newskan clients in the U.S. and as an introductory conduit for F-H clients to Newskan. Newskan would name a like individual in Hong Kong to work with F-H.

F-H and Newscon would exchange client contacts for the purpose of providing public relations in their respective countries. Initially, F-H would introduce Newscon to its clients currently doing business in Hong Kong. Newscon would introduce F-H to its clients currently doing business in the United States.

Should Newscon go to work for any F-H clients, or F-H go to work for any Newscon clients, a percentage of the fee would be paid to the referring agency. This would be in the area of ten to 15 percent of the fee, and negotiable on each individual project and/or client.

3. After signing of the Agreement, each of the parties will furnish the other data and information as may be required by and/or necessary to the other from time to time in the discharge of their coordinated businesses.
4. Each of the parties acknowledges and agrees that all information, knowledge and data communicated to each other pursuant to this Agreement will be treated as strictly confidential.

5. This Agreement shall continue for a period of one year from the date hereof. At that time, the association will be reviewed and assessed to be sure that both parties are satisfied. The Agreement will then be renewed for a two-year period. Either Newscon or F-H, upon three-month's written notice to each other, may terminate this Agreement. However, the contents of the Agreement in Paragraph 4 shall be effective regardless of the termination of this Agreement.

6. This Agreement shall be exclusive in nature. While it is in force, F-H will not enter into any agreement with another Hong Kong public relations firm and Newscon will not enter into any agreement with another American public relations firm. All public relations business dealings by Newscon in the U.S. and F-H in Hong Kong will be through our affiliate agreement, except in the case of unsolicited business coming to either firm.

7. While this Agreement is in force, public relations business dealings by Newscan in the U.S. and F-H in Hong Kong will be, in principle, through our affiliate agreement. However, such principle shall not apply to cases where Newscan's or F-H's client(s) so requests or the special circumstances so require.

Agreed by:

  
NEWSCAN COMPANY LIMITED

8/7/87  
Date

  
FLEISHMAN-HILLARD, INC.

7/31/87  
Date