

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

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 GCI GROUP INC. 777 Third Avenue, New York, NY 10017-1344		2. Registration No. 3856
3. Name of foreign principal Domtar, Inc.	4. Principal address of foreign principal 395 de Maisonneuve Blvd. West Montreal, Quebec H3A 1L6	

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
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual—State his nationality _____

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

- a) Branch or agency represented by the registrant. N/A
- b) Name and title of official with whom registrant deals.

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

- a) Principal address N/A
- b) Name and title of official with whom registrant deals.
- c) Principal aim

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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

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

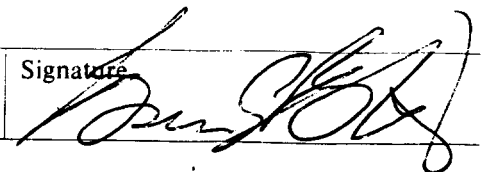
9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page may be used.)*

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

Name and Title
Bruce E. Bishop
EVP, Finance/Administration

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 triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant GCI GROUP	Name of Foreign Principal Domtar, Inc.
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Check Appropriate Boxes:

1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. 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 three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. The agreement or understanding between the registrant and the 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.
As described in the attached contract, the resitrant will provide public relations services to the foreign principal. The fee for such service will be based upon the amount of time devoted to the project, plus out-of-pocket expenses. The contract will continue until canceled by either party at any time on 60 day's written notice.

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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.
The registrant will provide public relations services for the foreign principal.

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	Name and Title Bruce E. Bishop EVP, Finance/Administration	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 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.

PRINCIPAL
COMMUNICATIONS

777 THIRD AVENUE
NEW YORK CITY, NY
10017-1344
PHONE 212-546-2244
FAX 212-546-1455

November 13, 1995

Denis Couture
Vice President
Domtar, Inc.
395 de Maisonneuve Blvd. West
Montreal, Quebec H3A 1L6



Dear Denis:

This letter will constitute a contractual agreement between Domtar, Inc. (Domtar) and Principal Communications (Principal). Domtar agrees to retain Principal for public relations services from November 13, 1995 in accordance with and subject to the following terms and conditions.

The agency's retainer will be \$7,500 per month payable in advance. Hourly time charges by Principal will be applied to the monthly retainer, with overage billed quarterly (i.e., if greater than 3 months' retainer or \$22,500).

The public relations fee includes counseling on corporate and financial issues related to Domtar; preparation of communications materials for use with the trade, business and consumer media; media placements and arranging interviews with selected reporters; developing communication strategies; distribution of press releases; and other related activities as requested by Domtar.

In addition, you agree to reimburse Principal for reasonable out-of-pocket expenses incurred in implementing the public relations program such as travel, phone, fax and xerox costs. These expenses will be billed at cost monthly as incurred. Out-of-pocket costs for creative materials and services purchased on your behalf will be billed to you at cost plus the standard agency commission of 17.65%. This includes such items as photography, prints, slides and article reprints. Design work, if requested, will be priced separately.

Recognizing the competitive nature of Domtar's business, Principal will maintain confidentiality about Domtar's procedures and activities and will not disclose any materials prepared for or by Domtar without the client's permission.

INTERNATIONAL COMMUNICATIONS

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Domtar agrees to indemnify and hold harmless Principal from and against any and all losses, claims, damages, expenses, or liabilities which Principal may incur based upon information, representation, reports or data furnished by Domtar to the extent such material is prepared by or approved by Domtar for use by Principal, provided, however, that this indemnity shall not apply if Principal has been negligent in handling such information prepared or approved by Domtar, Inc.

Domtar and Principal will talk regularly to evaluate Principal's performance and budget in light of Domtar's projected service requirements.

This contract will continue until canceled, with either party reserving the right to cancel at any time on 60 days' written notice. On termination, Principal will surrender to Domtar all requested materials furnished by or prepared for Domtar that have been paid for.

This agreement shall be governed in accordance with the laws of the State of New York.

If the above is satisfactory, please sign and return one copy for my files. We appreciate your confidence and we are excited about the prospect of working with you.

Sincerely,



Owen Bliksilver
Managing Director

APPROVED FOR Domtar, Inc.



Denis Couture
Vice President

Date: