

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 Hill and Knowlton, Inc. 420 Lexington Avenue, New York, NY 10017	2. Registration No. 3301
3. Name of foreign principal Bermuda Department of Tourism	4. Principal address of foreign principal Global House, 43 Church St. Hamilton HM12, Bermuda

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) _____ |
| <input type="checkbox"/> 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.
- b) Name and title of official with whom registrant deals.

Dept. of Tourism
Mr. Gary Phillips, Director

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

- a) Principal address N/A
- 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

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.)

The foreign principal is the tourism arm of the Bermuda Government involved in the promotion Bermuda tourism to the rest of the world.

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 - see no. 9 above.

Date of Exhibit A	Name and Title	Signature
03/17/87	Judith Whitmore Account Director	

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
Hill and Knowlton, Inc.

Name of Foreign Principal
Bermuda Department of Tourism

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 two 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 two 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 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.

Note: Client acquired by the Registrant through the 10/3/86 acquisition of Carl Byoir & Associates, New York.

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

Registrant will perform public relations work involving tourism promotion on behalf of the foreign principal. Registrant will be reimbursed for its services at the prevailing hourly rates for staff members, media specialists and regional office personnel specifically directed to work on assignments. In addition, out-of-pocket expenses incurred will be billed by the Registrant at cost plus a 17.65% administrative handling fee on all printing, photography, audio-visual and other services purchased outside to cover the financing of these expenditures. The agreement is effective from 10/17/84 through 4/1/86 and continues thereafter on a year-to-year basis with a minimum 90 days written notice required to terminate the arrangement by either party.

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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.

Registrant will handle public relations concerning tourism on behalf of the foreign principal including but not limited to special events and media relations.

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.

Registrant may contact by telephone, written correspondence, or personal visits to appropriate media representatives representing the public relations/public affairs interests of Hill and Knowlton clients.

Date of Exhibit B	Name and Title	Signature
3/17/87	Judith Whitmore Account Director	

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.

Carl Byoir & Associates, Inc.

Peter C. Osgood
President and
Chief Executive Officer

November 1, 1984

Mr. Andrew Vladimir
Director of Tourism
Bermuda Department of Tourism
Global House
43 Church Street
Hamilton, 5-24
Bermuda

Dear Andy:

This letter serves to summarize the agreement between Carl Byoir & Associates, Inc. (hereinafter, "Byoir") and The Bermuda Department of Tourism (hereinafter, "Bermuda") whereby Bermuda retains Byoir as its public relations counsel.

1. This Agreement will be effective from October 17, 1984 to April 1, 1986 and will continue thereafter on a year-to-year basis. However, this agreement may be terminated by either Byoir or Bermuda on a minimum of 90 days' written notice. In the event of termination, Bermuda shall remain liable to Byoir for any amounts due under this Agreement and for indemnification of Byoir in accordance with paragraph six for any actions prior to the effective date of termination.
2. As counsel, Byoir will research and develop a detailed program of activities designed to achieve the mutually agreed-upon public relations objectives of Bermuda. Byoir will also advise on all matters which pertain to the public relations aspects of policies and services. Byoir will assign an experienced professional team to implement the program for Bermuda.
3. During the term this Agreement is in effect, Bermuda will pay Byoir on a time-input basis at the prevailing hourly rates for staff members, media specialists and regional office personnel specifically directed to work on assignments for Bermuda.

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4. Such out-of-pocket costs incurred in implementing the programs as travel, telephone, postage, and entertainment will be billed at cost. A service charge of 17.65 percent will be added to the cost of printing, photography, audio-visual and other services purchased outside to cover financing these expenditures. Byoir understands that unscheduled audits of the agency's fees and expenses may be conducted periodically.
5. All invoices are payable within 30 days of receipt.
6. While it is understood that Byoir will take all prudent care possible in the development of material to be issued, Byoir cannot undertake to verify facts supplied it by Bermuda, and therefore indemnifies Byoir for any damages, costs or expenses arising out of the release of such information.
7. This Letter of Agreement summarizes our full understanding and can only be modified with written consent of both parties.

If this is agreeable to you, please sign and return a copy to me for our files.

Sincerely,

Philip G. Long

November 14, 1984
(Date)

Accepted as written:

Andrew N. Vladimir
(Signature)

Director of Tourism
(Title)

Nov. 9, 1984
(Date)