U.S. Department of Justice
Washington, DC 20530

Amendment to Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0004
Approval Expires Oct. 31, 1986

1. Name of Registrant	2. Registration No.
Hill and Knowlton, Inc.	3301

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for _____

☐ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.

☐ Other purpose *(specify)* _____

☒ To give notice of change in an exhibit previously filed.

Hitachi, Ltd. - Exhibit B

4. If this amendment requires the filing of a document or documents, please list-

Additional Exhibit B and related contracts for foreign principal (attached)

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

Registrant has received additional work to be performed on behalf of foreign principal as reflected in the attached Exhibit B.

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INTERNAL SECURITY
SECTION
REGISTRATION UNIT

The undersigned swear(s) or affirm(s) that he has *(they have)* read the information set forth in this amendment and that he is *(they are)* familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his *(their)* knowledge and belief.

Richard L. McElheny
~~Group Director - International & Trade~~
Policy Consulting - H&K/Wash. Ops.

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Subscribed and sworn to before me at ~~Washington, D.C.~~

this 22nd day of April, 19 ~~88~~

Elizabeth A Ragosta
(Notary or other officer)

My commission expires August 31, 1992

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0007
Approval Expires Nov. 30, 1986

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
Hill and Knowlton, Inc.	Hitachi, Ltd.

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.

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

Registrant will provide public relations counsel including the monitoring of information relative to the foreign principal's worldwide operations and sales regarding key industrial sectors including semiconductors, computers and other electronic and electric products. Compensation to include a quarterly minimum payment of US $15,000 in advance plus out-of-pocket expenses at cost plus 15% administrative handling fee on all expenses classified as "non-routine". Arrangement is to extend from March 1, 1988 to February 28, 1989.

Registrant will also provide public relations counsel including the issuance of a quarterly newsletter. Compensation to include a quarterly minimum payment of US $10,000 in advance plus out-of-pocket expenses, at cost plus a 15% administrative handling fee on all expenses classified as "non-routine." Arrangement is to extend from April 14, 1988 to April 14, 1989.

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DEPARTMENT OF JUSTICE

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 activities on behalf of the foreign principal including but not limited to monitoring of issues or importance to the foreign principal. Registrant will also handle public relations activities on behalf of the foreign principal including but not limited to the issuance of a quarterly newsletter.

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 appropriate media representatives or officials of the Executive Branch, various federal agencies or the Congress in representing the public relations interests of the foreign principal.

Date of Exhibit B	Name and Title	Signature
April 22, 1988	Richard L. McElheny Group Dir. - Int'l Trade Policy Consulting - H&K/ Washington Operations	

[1]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.

HILL AND KNOWLTON Database

April 15, '88

Hill and Knowlton, Inc.
Washington Harbour
901 31st Street, N.W.
Washington, D.C. 20007-3838
202-333-7400
Telecopy 202-333-1638
Telex 440143 HKDC

Mr. Junichi Aoki
Senior Representative
Hitachi, Ltd.
1275 K Street, N.W.
Suite 1125
Washington, D.C. 20005

Dear Mr. Aoki:

This is to summarize the arrangement under which Hill and Knowlton, Inc. ("H&K") will serve Hitachi, Ltd. ("Hitachi") as public relations counsel.

As counsel, H&K will:

(a) Advise the management of Hitachi on public relations aspects of the firm's policies and problems, including issuance of quarterly newsletters.

(b) Develop for approval and implementation, a program designed to achieve the firm's communications objectives.

(c) Provide professional staff services as may be required to help the firm carry out its program.

The financial arrangements will be as follows:

Charges for the services of H&K will be made at standard hourly rates for participating officers and staff assistants as they are required to carry out the programs and activities approved. On a quarterly basis, Hitachi will pay H&K a minimum of US $10,000, in advance, for services rendered under this agreement. Any staff time charges incurred in any quarter for the Hitachi account will be applied against this minimum, any staff time charges incurred above the minimum will be billed at the regular rates, and Hitachi will be notified of these charges in advance.

In addition, Hitachi will reimburse H&K for all out-of-pocket disbursements made in the performance of its duties under this arrangement. Hitachi will pay H&K a fifteen percent (15%) handling and administration fee on all such disbursements except for "routine disbursements." Routine disbursements will be limited to disbursements for travel, local messengers, in-house photocopying and ordinary communications (telephone, telex and postage). All disbursements for materials, services and rights will be made by H&K as agent for Hitachi, Ltd.

Invoices for the quarterly minimum, actual staff time, out-of-pocket expenses and handling fees will be submitted with specified due dates, and Hitachi will pay each invoice on or before its due date. In the event payment is not made in a timely manner, H&K will charge Hitachi a late payment penalty of two percent (2%) per month on any overdue and unpaid balance. In addition, H&K will have the right to suspend all work for Hitachi's account in the event that any invoice remains outstanding for a period of more than sixty (60) days. Hitachi agrees to reimburse H&K for all expenses (including reasonable attorneys' fees) incurred in the collection of any overdue and unpaid balance.

H&K will maintain accurate records of all staff time work and all out-of-pocket expenditures incurred on behalf of the firm and, during the term of this agreement and for one year thereafter, Hitachi may examine such records upon reasonable notice and during normal business hours. It is understood that the foregoing does not include H&K salary data, overhead and other internal H&K costs or non-billable expenses.

H&K acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary information or data developed by H&K on behalf of Hitachi or disclosed by Hitachi to H&K.

It is understood that H&K cannot undertake to verify facts supplied to it by you or factual matters included in material prepared by us and approved by you. You agree to indemnify and hold harmless H&K from and against any and all losses, claims, damages, expenses (including reasonable legal expenses) or liabilities which H&K may incur (a) based upon information, representations, reports, data or releases furnished or approved by you or your representatives for use or release by H&K and/or (b) resulting from disputes between H&K and third parties related to and/or within the scope of this agreement except where attributable to H&K's failure to use due care.

You also agree to reimburse H&K for time of staff and expenses (including legal expenses) reasonably incurred by us in connection with any litigation commenced or threatened against you (for example, in responding to a document subpoena).

H&K's activities hereunder on behalf of Hitachi shall be subject to all applicable U.S. laws, including the Foreign Agents Registration Act and the Foreign Corrupt Practices Act. As applicable and pursuant to such laws, it is understood that H&K may be making reports of its activities to appropriate U.S. government regulatory agencies and that such reports will be available to the public.

H&K's appointment under this arrangement is to extend from April 15, 1988 to April 14, 1989, with an automatic renewal after which it will continue indefinitely unless either party gives sixty (60) days' advance written notice of its desire to terminate or modify the agreement.

This agreement represents the entire agreement of the parties and may be amended only by a writing signed by all parties. It shall be governed by and construed in accordance with the laws of the District of Columbia.

Sincerely yours,

HILL AND KNOWLTON, INC.

Charles S. Crawford, III
General Manager
H&K/Washington Operations

AGREED AND ACCEPTED:

HITACHI, LTD.

By: _____
Junichi Aoki
Senior Representative

Date: Apr. 15 '88

February 28, 1988

HILL AND KNOWLTON

Hill and Knowlton
Public Affairs Worldwide Co.
Washington Harbour
901 31st Street, N.W.
Washington, D.C. 20007-3838
202-333-7400
Telecopy 202-333-1638
Telex 440143 HKDC

Mr. Jun ichi Aoki
Senior Representative
Hitachi, Ltd.
1275 K Street, N.W.
Suite 1125
Washington, D.C. 20005

Dear Mr. Aoki:

This is to summarize the arrangement under which Hill and Knowlton, Inc. ("H&K") will serve Hitachi, Ltd. ("Hitachi") as public relations counsel.

As counsel, H&K will monitor, gather, analyze and make available to Hitachi information relative to Hitachi's worldwide operations and sales regarding key industrial sectors including semiconductors, computers and other electronic and electric products. H&K will also make itself available for assisting in meeting arrangements relevant to acquiring the above-mentioned information.

The financial arrangements will be as follows:

Charges for the services of H&K will be made at standard hourly rates for participating officers and staff assistants as they are required to carry out the programs and activities approved. On a quarterly basis, Hitachi will pay H&K a minimum of US $15,000, in advance, for services rendered under this agreement. Any staff time charges incurred in any quarter for the Hitachi account will be applied against this minimum, any staff time charges incurred above the minimum will be billed at the regular rates, and Hitachi will be notified of these charges in advance.

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Invoices for the quarterly minimum, actual staff time, out-of-pocket expenses and handling fees will be submitted with specified due dates, and Hitachi will pay each invoice on or before its due date. In the event payment is not made in a timely manner, H&K will charge Hitachi a late payment penalty of two percent (2%) per month on any overdue and unpaid balance from the previous month(s). In addition, H&K will have the right to suspend all work for Hitachi's account in the event that any invoice remains outstanding for a period of more than sixty (60) days. Hitachi agrees to reimburse H&K for all expenses (including reasonable attorneys' fees) incurred in the collection of any overdue and unpaid balance.

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It is understood that H&K cannot undertake to verify facts supplied to it by you or factual matters included in material prepared by us and approved by you. You agree to indemnify and hold harmless H&K from and against any and all losses, claims, damages, expenses (including reasonable legal expenses) or liabilities which H&K may incur (a) based upon information, representations, reports, data or releases furnished or approved by you or your representatives for use or release by H&K and/or (b) resulting from disputes between H&K and third parties related to and/or within the scope of this agreement except where attributable to H&K's failure to use due care.

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Hill & Knowlton, Inc. PAPER

H&K's appointment under this arrangement is to extend from March 1, 1988 to February 28, 1989, with an automatic renewal after which it will continue indefinitely unless either party gives sixty (60) days' advance written notice of its desire to terminate or modify the agreement.

This agreement represents the entire agreement of the parties and may be amended only by a writing signed by all parties. It shall be governed by and construed in accordance with the laws of the District of Columbia.

Sincerely yours,

HILL AND KNOWLTON, INC.

Charles S. Crawford, III
General Manager
H&K/Washington Operations

AGREED AND ACCEPTED:

HITACHI, LTD.

By: _____
Junichi Aoki
Senior Representative

Date: Feb. 28. '88

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