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. Republic of Turkey, Exhibit B of 6/20/83 and updated thru Amendments of 8/4/83, 8/14/85, 8/4/86, and 9/28/87.

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

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.

This agreement between registrant and foreign principal has been modified, effective 9/22/88. Please refer to attached Exhibit B and Consultancy Agreement.

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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.

Charles R. Pucia, Jr.

James C. Jennings

Katharine A. Handrahan

(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 18 day of November, 19 88

(Notary or other officer)

My commission expires MY COMMISSION EXPIRES JUNE 14, 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

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.	Republic Of Turkey

Check Appropriate Boxes:

1. XX 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 continue, under its revised consultancy agreement, to represent the foreign principal in its public affairs interests. Specifically registrant will assist the Turkish Ambassador and his staff to design and implement effective strategy for lobbying and public relations activities in support of Turkey's interests in the United States.

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AND INTELLIGENCE
SECTION

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Refer to #4

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.

Refer to #4

Date of Exhibit B	Name and Title	Signature
11/18/88	Charles R. Pucie, Jr. Senior Vice President 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

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CONSULTANCY AGREEMENT

Hill and Knowlton, Inc. (hereafter referred to as "H&K") is retained by this agreement to assist the Turkish Embassy with respect to relations, as indicated below, between the Republic of Turkey and the United States of America. This agreement between H&K and the Embassy of the Republic of Turkey, Washington, D.C. is for the sole purpose of engaging H&K in assisting the Turkish Ambassador and his staff to design and implement an effective strategy for lobbying and public relations activities in support of Turkey's interests in the United States.

Within the scope of this agreement, Turkey's interests in the United States will include the following areas:

I. Government Relations and Lobbying Activities

A. An effective campaign targeted at the Legislative Branch of the U.S. Government, designed to communicate the considerable contributions of Turkey to Western security, and its pivotal role in the N.A.T.O. defense plans. The said campaign will be designed to assist appropriate U.S. governmental bodies to determine the level of U.S. military and economic assistance to the Republic of Turkey, so that the latter is able to adequately carry out its defense responsibilities in the framework of the Western Alliance;

B. Assistance in countering pending acts of legislation viewed as detrimental to Turkish-American relations and to Turkish interests and concerns. It is understood that such efforts will emphasize the shared interests of Turkey and the United States in combating the scourge of international terrorism;

C. H&K will provide accurate information to the members of the Legislative Branch on all items of concern and interest to Turkey. They also will seek to address misconceptions, distortions, and outright falsehoods perpetrated in regard to Turkey by individuals, organizations, and nations whose interests are inimical to Turkey and it relations with the United States of America;

D. H&K agrees to provide the Turkish Ambassador and his specifically designated representative(s) from among the Embassy staff (hereinafter referred to as "Representative") with ongoing information regarding all legislative activities of interest to the

Government of Turkey. Such information shall include reports on upcoming legislation as well as regular reports on the progress of legislation affecting Turkey and its interests;

E. H&K will assist the Turkish Ambassador and his staff in planning and implementing appropriate legislative strategy designed to project and enhance Turkey's interests;

F. H&K will assist the Ambassador and his staff in making more and closer acquaintances with the U.S. legislators and policymakers.

II. Public Relations

A. H&K will design and implement, under the supervision of the Turkish Embassy, appropriate public relations activities to augment and improve the image of the Turkish Republic and its people in the United States. Such work will be carried out by providing the Turkish Ambassador and his staff with the public relations counselling, assisting the Embassy in preparing manuscripts and position papers and by dissemination of information throughout the United States media;

B. Media relations will cover organization and solicitation of news briefings, interviews, feature coverage development, preparation and distribution of opinion-editorials, news releases on various economic/geopolitical topics; production and distribution of various radio feeds and file footage on Armenian terrorism to be distributed to radio and TV news organizations;

C. H&K will also arrange press conferences, television, radio and other speaking engagements, out-of-town speaking tours for the Ambassador and other Turkish Government officials at his direction, while at the same time, preparing and/or revising the documents for such. In the case of speaking engagements and out-of-town speaking tours, H&K will alert the news media to cover, as appropriate, both in Washington, D.C. and elsewhere and will develop appropriate visual aids for use during presentations;

D. H&K will inform and advise the Turkish Ambassador and his staff about developments in the U.S. media that may affect the interests and image of the Republic of Turkey, and also assist the Turkish Embassy in responding to them. H&K will also assist the Turkish Embassy in countering any campaign or activity detrimental to the interest and image of Turkey in the U.S. Equally, H&K will endeavor to counter erroneous information and to obtain a fair presentation of the Turkish position;

E. H&K will develop, advise, and assist the Turkish Ambassador and his staff on the suitablility and formulation of documents to be disseminated to the media, as well as to the governmental and congressional circles;

F. H&K will assist the Ambassador and his staff in enlarging their contacts and establishing closer relations with key media representatives and official circles;

G. H&K will prepare, print, and distribute a monthly 8-page newsletter, "Turkey Today," with a 5,000 address circulation. Approximately three quarters of the editorial contents will be generated by the Ankara liaison service (see item III below). The newsletter will be distributed during the first week of the calendar month and will include text covering events through the third week of the prior calendar month, along with non-time-sensitive coverage;

H. To keep the Ambassador and his staff apprised of the above mentioned activities and acting under their instruction, H&K will prepare regular activities reports to be submitted to the Turkish Embassy;

I. It is understood and agreed that the executive personnel of H&K will be available at all times--not only during business hours--to the Ambassador of Turkey and his Representative, regarding the carrying out of the terms of this agreement;

J. H&K will assist in a program to plan, organize, and implement activities to rectify substantial factual errors about contemporary Turkey and Turkish history contained in secondary school social sciences textbooks;

K. H&K will assist in a program to plan, organize, and implement activities to identify and rectify substantial factual errors about contemporary Turkey and Turkish history contained in standard reference encyclopedias;

L. H&K will advise and assist the Embassy in connection with two 20-60 minute documentary films on subjects of the Embassy's choosing: areas of assistance will include identification and recruitment of production team (producer, director, script writer), and counselling Embassy on terms of engagement;

M. H&K will endeavor, on a case-by-case basis, to engage the services of Tom Brosnahan, Turkish expert and travel writer, for writing and consulting tasks as appropriate where his special competencies are applicable and necessary.

III. Liaison Office

H&K will provide liaison services in Ankara, Turkey through the combined resources of H&K and Hill and Knowlton Uluslararasi Halkla Iliskiler A.S., its Turkish joint venture company headquartered in Ankara.

IV. Duties and Limits of H&K Authority

A. It is understood that authority for overall direction and implementation of the terms of this agreement lies directly with Mr. Charles R. Pucie, Jr., with day-to-day handling of the terms of the Agreement including the services of Mr. Gary Hymel in the area of governmental relations and lobbying activities, and of Mr. Frank Mankiewicz in the area of Public Relations, both in consultation with Mr. Robert K. Gray. Furthermore, it is understood that under the discretion and direction of Mr. Pucie, H&K will draw upon the services of any and all other H&K employees, as necessary to carry out the terms of this agreement. H&K will hire staff with appropriate experience and effective relations to secure timely and productive contacts for the Turkish Ambassador and other senior Turkish officials with Congressional leaders, chairmen and members of the appropriate House and Senate Committees. In addition, H&K staff will monitor all Congressional actions regarding Turkey on a day-to-day basis;

B. H&K will have no authority to enter into any contract on behalf of the Turkish Embassy, except in regard to Item III as described therein;

C. All services proposed by H&K shall be subject to written acceptance by the Turkish Embassy except as otherwise authorized by the Ambassador;

D. No fee will be paid for any proposed service refused by the Turkish Embassy;

E. H&K, in corporate expansion, acceptance of new elements, and the acquisition of new executives, will remain cognizant of the interests and concerns of the Republic of Turkey, thereby striving at all times to prevent any possible conflict of interest;

F. In the event of any merger or combination of Hill and Knowlton with any other company, the successor entity will be bound by this agreement. The Turkish Embassy shall have the right for thirty (30) days, after such merger or combination, to terminate such agreement on thirty (30) days' written notice to Hill and Knowlton or the successor entity should such merger or combination be adverse, in the view of the Turkish Ambassador, to the interest of the Turkish Government.

V. Fees

A. H&K's sole compensation in relation to the scope of this agreement and for work assigned in accordance with Item III will be fees and expenses set forth herein;

B. H&K will provide its services for a price of $1,100,000 payable for each year, quarterly, in advance;

C. The basic compensation is understood and agreed to include external expenditures by H&K on behalf of the Embassy in connection with work assignments within the scope of this agreement, including organizational and logistical costs of the in and out-of-town speaking engagements and tours (Article II (C)); preparation, printing, and distribution of a monthly newsletter "Turkey Today" with a 5,000 address circulation (Article II (G));

D. H&K reserves the right to suspend services pending receipt of its pre-paid quarterly fees as specified in Section V, Item B, in the event that said payment is not received within 30 days of the current quarter.

VI. Confidential Information

A. H&K agrees to safeguard as confidential any economic, military, or political data provided them by the Turkish Embassy. They furthermore agree to surrender all such data provided by the Ambassador upon his request and agree not to retain copies of any information in any form.

VII. Modification to Agreement

A. This agreement constitutes the only agreement between the Turkish Embassy and H&K with respect to the inherent subject matter.

B. The contents of this agreement may not be modified, supplemented, or waived except in writing by the signatories to this agreement.

VIII. Assignment to Other Parties

A. This agreement shall not be assigned without the prior written consent of the Turkish Embassy, except in respect to Item III by which H&K undertakes to provide the liaison services described therein, in part by retaining the services of Hill and Knowlton Uluslararasi Halkla Iliskiler A.S. (HK-T).

IX. Length of Agreement

A. This agreement will commence July 1, 1988, with either party having the right to terminate the agreement at any time after one year, upon thirty days' advance notice to the other party.

X. Termination

A. No indemnity or termination benefits will be payable to H&K upon the termination of this agreement;

B. The Turkish Embassy will pay only those fees accumulated up to the termination date.

XI. Applicable Law

A. The laws of the Republic of Turkey shall govern in any interpretation or litigation concerning this agreement.

IN WITNESS THEREFORE

Embassy of the Republic of Turkey

Date: September 22, 1988

Hill and Knowlton, Inc.

Date: 9/22/88