U.S. Department of Justice
Washington D.C. 20530

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

OMB No. 1105-0004

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 Genreral 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 1.5 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.

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)* _____

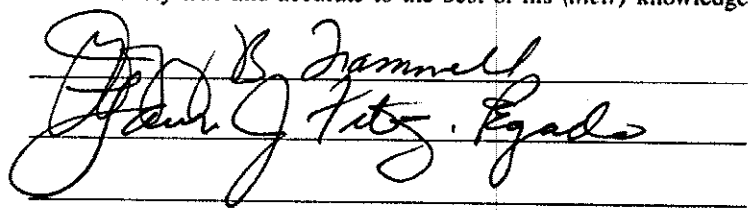
☒ To give notice of change in an exhibit previously filed.
The Canadian Macedonian Society-Exhibit B

4. If this amendment requires the filing of a document or documents, please list-
Copy of formal written agreement (attached as supplement to Exhibit B)

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.

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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.



(All 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 _____

this _____ day of _____ ,19_____ _____

(Notary or other officer)

My commission expires _____

We declare under penalty of perjury that the foregoing is true and correct. (See #28 U.S.C. Section 1746).

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GENERAL CONSULTANCY AGREEMENT

between

THE CANADIAN MACEDONIAN SOCIETY

An association with offices in Toronto
Canada, HEREINAFTER called Macedonian

and

HILL AND KNOWLTON

a body corporate with offices in Washington, D.C., U.S.A.
Hereinafter called Hill

WHEREAS Macedonian carries on the business of general support for the causes of the Republic of Macedonia; HEREINAFTER called Macedonian's BUSINESS;

AND WHEREAS Hill is offering Macedonian international government relations consulting services, hereinafter called services which Macedonian wishes to obtain:

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THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

CONSULTING SERVICES

1) Statement of Consulting Services:

The objective to be achieved is the mobilization of an effective international lobby in support of the political integrity of the Republic of Macedonia and the preservation of its existing boundaries in the context of the civil strife in Yugoslavia. In addition to this objective, the following objectives are to be pursued:

(a) a substantial enhancement of the profile of the Macedonian identity and culture both domestically and internationally; and

(b) assisting where deemed capable of being potentially effective, the promotion of the human and civil rights of Macedonians in those states neighbouring Yugoslavia, namely the states of Albania, Bulgaria and Greece.

All of the above objectives are referred to as the "Objectives".

Working with Fred Doucet Consulting International Inc., Hill will in a priority way, assist and advise in the assembling and coordinating of a Task Force (hereinafter called "task force") whose role it shall be to develop and implement an effective strategy to achieve the objectives. Hill shall provide leadership to the Task Force by ensuring that all elements necessary to the achievement of the objectives are identified and appropriately and effectively acted upon. Notwithstanding the general mandate of the Task Force, it shall be expected that Hill, because of the obvious requirement for support from the United States, will assume a senior position on the Task Force and participate accordingly.

Hill shall well and faithfully serve Macedonian during the term of this Agreement and shall fully promote the interests of Macedonian in order to accomplish the Objectives. Hill agrees to make Craig Fuller reasonably available for and attend meetings with representatives of Macedonian at such times and places as may be mutually agreed upon by Macedonian and Hill. It is understood that with the consent of Macedonian other Hill personnel, acceptable to Macedonian, may attend in place of Craig Fuller.

TERM

2) This Agreement shall be for a term of 3 years commencing August 1, 1991. There shall be established by Macedonian, in consultation with the Task Force an Eminent Group of Experts for this and other support purposes of this initiative. On each of the two annual anniversary dates of this contract namely on August 1, 1992 and on August 1, 1993 an assessment will be made of the progress made toward the achievement of the objectives. This assessment will be conducted by the Eminent Group of Experts. If, in the majority view of the Eminent Group of Experts, insufficient progress has been achieved toward the objective, then this contract can be terminated effective on either of the two aforementioned dates providing 30 days written notice of termination from these respective dates is given by Macedonian to Hill and subject to Clause 3(b).

FEES

3. (a) In consideration of the provision of the aforementioned services, Macedonian agrees to pay Hill:

(i) consecutive monthly retainers of C$13,888.89 each during the term of this Agreement, payable in advances commencing August 1, 1991.

(ii) reimbursement for actual and reasonable expenses incurred by Hill on behalf of Macedonian which shall be invoiced on a regular basis, provided Hill furnishes Macedonian with vouchers, receipts, invoices or other reasonable details respecting those expenses for which Hill desires reimbursement. Any single expense to be incurred by Hill on behalf of Macedonian in excess of $5,000.00 shall require the prior approval of Macedonian;

(iii) payments to Hill are due on the dates set forth in this Agreement. Reimbursement of expenses are due within fourteen (14) days of invoice. Interest at the rate of two per cent (2%) per month (twenty-four per cent (24%) per annum) shall apply to overdue accounts.

(b) It is understood that Hill may receive a bonus concurrent with the end of Year One, Year Two and Year Three of this contract, subject to approval by The Canadian Macedonian Society.

(c) Macedonian will reimburse Hill for staff time and expenses incurred in order to comply, in connection with its representation of Macedonian hereunder, on Macedonian's behalf with the Foreign Agents Registration Act. It is understood that pursuant to such Act, Hill may be making reports of its activities to appropriate U.S. government regulatory agencies and that such reports will be available to the public.

TAXES

4) All payments to Hill under this contract, including fees and expenses are exclusive of any applicable tax. All such applicable taxes, shall be paid on a timely basis by Macedonian in the appropriate manner in each case subject to Clause 8.

REPRESENTATIONS

5) Hill hereby represents, warrants and covenants to and with Macedonian that:

(a) neither this Agreement, the relationship created hereby nor the performance by the parties of their respective obligations hereunder is or will be contrary to the existing laws, rules or regulations of the United States of America or of any other competent governmental authority; and

(b) Hill has not paid or refunded and will not pay or refund, directly or indirectly, any funds to any director, officer, employee, agent, or other representative of Macedonian or of any corporation controlled by or affiliated with Macedonian, or, any person, company, or entity who is not at arm's length (as defined in the Income Tax Act of Canada) with any such director, officer, employee, agent, or representative;

(c) Hill agrees to comply with all the provisions of the Federal Regulation of Lobbying Act or any similar such legislation and without limiting the generality of the foregoing, Hill agrees to complete all necessary registrations as a paid lobbyist of Macedonian pursuant to the Federal Regulation of Lobbying Act, if required, or any similar such legislation. Macedonian agrees to provide Hill all necessary information and documentation required to assist Hill in complying with the Federal Regulation of Lobbying Act or any similar such legislation.

(d) Hill agrees to deliver to Macedonian through FDCI a copy of the agenda and record of proceedings and action sheets of all Task Force meetings. In addition, Hill will provide through FDCI:

(i) particulars covering all expenditures incurred by Hill for the month which is the subject of the written report;

(ii) information relating to new strategies and initiatives of Hill and/or the Task Force relating to the fulfilment of the Objectives; and

(iii) confirmation and particulars of any specific governmental initiatives or policies relating to the Objectives;

(e) Hill agrees to provide through FDCI to Macedonian from time to time such background and other information relating to members of the Task Force as Macedonian may reasonably require in order to evaluate the appropriateness of such individuals representing Macedonian on the Task Force.

(f) It is understood that the services to be rendered and reports to be submitted shall be under the general supervision and direction of Mr. John Bitove Senior of The Bitove Corporation, 145 Wellington Street West, Suite 600, Toronto, Ontario M5J 1H8.

TERMINATION OF CONSULTING SERVICES

6) The engagement of Hill as a consultant shall automatically terminate upon the occurrence of any of the following:

(a) the expiration of the term of this Agreement.

7) This contract may also be terminated by a fundamental substantive material breach of this Agreement by Hill as adjudicated.

INDEPENDENT AGENT

8) Hill is acting as an independent consultant to Macedonian and will, at its own expense, pay all income taxes, unemployment insurance, Canada Compensation contributions, and all other taxes, charges and contributions in respect of Hill's directors, officers, employees, agents, and representatives. Macedonian will not have any obligation whatsoever to compensate any of Hill's directors, officers, employees, agents, or representatives for:

a) Salary;

b) Annual vacation;

c) Sickness or accident, whether or not resulting from the performance of obligations under this Agreement;

d) Retirement pension; or

e) Any other benefits which are accorded by FDCI to any of its own employees;

GOVERNING LAW

8) This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and Canada;

IN WITNESS WHEREOF this Agreement was executed by the parties hereto under the hands of their duly authorized officers on this 3rd day of September, 1991.

HILL AND KNOWLTON

per: _____

THE CANADIAN MACEDONIAN SOCIETY

per: _____