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.
Stanley Ming - 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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CRIMINAL DIVISION
'91 SEP 30 P2:33

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).

U.S. Department of Justice
Washington, DC 20530

OMB No. [illegible]

Under the Foreign Agents Registration Act of 1938, as amended

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.

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 .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	Name of Foreign Principal
Hill and Knowlton, Inc.	Mr. Stanley Ming

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.

Copies of the contract will be forwarded at a later date.

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

Registrant will provide public relations/public affairs services and counsel.

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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.

See # 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.

- N/A

Date of Exhibit B	Name and Title	Signature
9/10/01	Eileen Cassidy Account Executive	Eileen E. Cassidy

[1]Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any 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

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

September 19, 1991

RECEIVED SEP 25 1991

Mr. Stanley Ming
45 Urquhart Street
Georgetown
Guyana

Dear Mr. Ming:

This will serve as the agreement between Hill and Knowlton, Inc. ("H&K") and Mr. Stanley Ming ("Client") pursuant to which H&K will serve Client as public affairs counsel.

1. As counsel, H&K will:

   (a) Advise Client on public affairs aspects of Client's policies and problems;

   (b) Develop for Client's approval and implementation, a program designed to achieve Client's communications objectives;

   (c) Provide professional staff services as may be required to assist Client in the implementation of its program.

2. Charges

   (a) Client agrees to pay H&K a Monthly Retainer of $7,875 plus appropriate time charges and reasonable out-of-pocket expenses.

   (b) Charges for the services of H&K will be made at H&K's appropriate hourly staff rates for participating executives and staff as the same are required necessarily to carry out the programs and activities approved by Client.

   (c) In addition to staff time charges, Client will pay H&K the net cost of all materials, services and rights obtained by H&K from third party suppliers on Client's behalf, plus a 15% handling and administration fee on all such disbursements. In obtaining such materials, services and rights, H&K will act as agent for Client as disclosed principal.

HILL AND KNOWLTON

(d) Client will reimburse H&K for the net and reasonable cost of all routine out-of-pocket disbursements such as travel, local messengers, in-house photocopying and ordinary communications (telephone, telex and postage).

(e) In the rare event H&K may be called upon to respond to or assist Client in connection with litigation, summonses or threatened suits by Client (for example, in responding to a document subpoena), it is understood that H&K will be entitled to staff time charges and reimbursement [illegible] to Client or

will receive from Client an amount of net proceeds equivalent to its original gross billings.

3. Billing

(a) At the beginning of each month H&K will submit to Client an estimated budget and invoice for staff services, purchased materials, and routine disbursements to be incurred during such month for Client's review and approval. The monthly total will be determined by specific needs, requirements and contingencies. Client shall pay such amount ("Monthly Advance") to H&K upon receipt of invoice.

(b) Following the conclusion of each calendar month, H&K will provide Client with a statement of staff time charges and expenses actually incurred during such month. To the extent that actual staff time charges and expenses shall exceed the Monthly Advance paid by Client for such month, such additional charges will be promptly paid over to H&K by Client. Should actual charges for the month be less than the Monthly Advance paid, the amount of such shortfall shall be carried forward against subsequent months' charges.

(c) On or before the first day of each calendar month, H&K will submit its invoice(s) for the appropriate Monthly Retainer, which will be payable on or before the tenth (10th) day of such month. In the event payment is not made within thirty (30) days from receipt, H&K will be entitled to charge Client a late payment penalty of 1 1/2% per month on any overdue and unpaid balance. Client agrees to reimburse H&K for all expenses (including reasonable attorneys' fees and disbursements) incurred in the collection of any overdue and unpaid invoices.

4. Records

(a) H&K will maintain accurate records of all staff time work and out-of-pocket expenditures incurred on behalf of Client and, during the term of this agreement and for one year thereafter, Client may examine such records upon reasonable notice and during normal business hours. It is understood that the foregoing does not include H&K's salary

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data, overhead and other internal H&K costs or non-billable items.

(b) If requested, copies of supplier invoices and other back-up materials in support of H&K's out-of-pocket charges of $100 or more will be included with H&K's end-of-month invoices for an additional handling fee of $100 per month. Client shall give H&K's financial accounting department at least one full month's prior notice of desire to receive such supporting documentation.

5. Confidentiality

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 or confidential information or data developed by H&K on behalf of Client or disclosed by Client to H&K. Notwithstanding the above, H&K's obligation to maintain the confidentiality of any such information that it maintains in its possession or control, shall cease on the third anniversary of the termination of this agreement.

6. Indemnity

It is acknowledged that H&K cannot undertake to verify facts supplied to it by Client or factual matters included in material prepared by H&K and approved by Client. Accordingly, Client agrees to indemnify and hold harmless H&K from and against any and all losses, claims, damages, expenses (including reasonable attorneys' fees and disbursements) or liabilities ("damages") which H&K may incur (i) as a result of any materials, releases, reports or information supplied to H&K by or on behalf of Client or prepared by H&K and approved by Client prior to its dissemination or broadcast; and (ii) except when attributable to H&K's failure to use due care, resulting from disputes between H&K and third parties related to and or within the scope of this agreement. Client shall similarly indemnify and hold H&K harmless in respect to any damages arising out or the nature or use of Client's products or services. This provision shall survive the expiration or earlier termination of this agreement.

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7. **Termination**

H&K's appointment under this agreement shall be effective as of September 16, 1991 and continue thereafter until terminated by either party upon not less than thirty (30) days' written notice to the other.

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by Client to H&K, H&K shall transfer, assign and make available to Client all property and materials in its possession or control belonging to Client.

8. **Governing Law**

This agreement will be governed and construed in accordance with the laws of the State of New York for contracts made and to be performed entirely in New York.

If you are in agreement with the above, would you kindly sign both copies of this letter in the space provided for that purpose below and return one copy to Hill and Knowlton for our records.

Sincerely yours,

HILL AND KNOWLTON, INC.

Lauri J. Fitz-Pegado

Lauri Fitz-Pegado
Senior Vice President

Date: 9/19/91

AGREED:

Mr. Stanley Ming

By: _____

Title: _____

Date: _____