U.S. Department of Justice
Washington, DC 20530

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

OMB No. 1105-0003
Approval Expires Oct. 31, 1983

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.
901 31st St., N.W. - Washington Harbour, Washington, D.C. 20007

2. Registration No.
3301

3. Name of foreign principal
MAKITA U.S.A., INC.

4. Principal address of foreign principal
12950 East Alondra Boulevard
Cerritos, CA 90701-2194

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:

☐ Partnership ☐ Committee

☒ Corporation ☐ Voluntary group

☐ Association ☐ Other (specify) _____

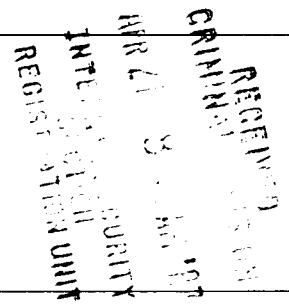
☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

N/A

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.



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

MAKITA U.S.A., INC. is a manufacturer of hand-held electric power tools.

TERMINATED
DATE 4-26-82

Formerly OBD-67

FORM CRM-157
AUG. 82

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.)*

Makita Electric Works, Ltd., a Tokyo-based publicly held Japanese corporation, owns, directs, controls, and finances the foreign principal listed in #3.

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

Date of Exhibit A	Name and Title	Signature
April 13, 1987	Richard E. McElheny Group Director - Int'l. & Trade Policy Consulting	

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.	MAKITA U.S.A., INC.

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.

Note: Contract copies will be forwarded to the DOJ FARA Registration Unit when received by the Registrant.

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.

Pursuant to a contract between registrant and the foreign principal,) (by Bell, Boyd & Lloyd as successors by merger to Seki & Jarvis ,) attorneys) H&K) will serve as counsel on public relations aspects of the client's clients. Registrant will charge the foreign principal for the services of its participating officers and staff assistants at standard hourly rates plus expenses. Registerable activities commenced about 4/6/87.)

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SECTION
REGISTRATION UNIT

TERMINATED
DATE 4-20-87

Formerly OBD-65

FORM CRM-155
FEB. 84

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

Registrant proposes to engage in media relations and serve as liaison with various Executive Branch officials and agencies concerning trade issues on behalf of the foreign principal.

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.

On occasion, Registrant may contact by telephone, written correspondence or personal visit appropriate media representatives or officials of the Executive Branch, its agencies or the Congress in representing the public relations/public affairs interests of the foreign principal.

Date of Exhibit B	Name and Title	Signature
April 13, 1987	Richard McElheny Group Director - Int'l. and Trade Policy Consulting	

[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

Hill and Knowlton, Inc
One Illinois Center
111 East Wacker Drive Suite 1700
Chicago Illinois 60601
312-565-1200

James F. Lane
Senior Vice President

September 15, 1986

RECEIVED
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SECTION
REGISTRATION UNIT

Hoken S. Seki
Seki & Jarvis
Attorneys at Law
Three First National Plaza
Suite 717
Chicago, Illinois 60602

Dear Hoken:

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

As counsel, H&K will; when requested by Seki & Jarvis:

(a) Advise the management of Seki & Jarvis on public relations aspects of the firm's clients.

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

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

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 monthly basis as billed, Seki & Jarvis will pay H&K for services rendered under this agreement.

Seki & Jarvis will reimburse H&K for all out-of-pocket disbursements made in the performance of its duties under this arrangement. Seki & Jarvis will pay H&K a 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 Seki & Jarvis.

Invoices for actual staff time, out-of-pocket expenses and handling fees will be submitted with specified due dates, and Seki & Jarvis will pay each invoice on or before its due date, provided Seki & Jarvis has been reimbursed by its clients. Seki & Jarvis 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, Seki & Jarvis 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, overheads 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 Seki & Jarvis or disclosed by Seki & Jarvis 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 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).

HILL AND KNOWLTON

H&K's appointment under this arrangement is to extend from September 15, 1986 to September 15, 1987, with an automatic renewal after which it will continue indefinitely unless either party gives 60 days' advance written notice of its desire to terminate or modify the agreement.

Sincerely yours,

Hill and Knowlton, Inc.

James F. Lowman

2/5/87
Date

Accepted by:

Seki & Jarvis

[signature]
Date FEB. 12, 1987

SEKI & JARVIS
ATTORNEYS AT LAW
SUITE 917
THREE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60602
(312) 236-4550
TELECOPIER (312) 443-1000
TELEX 206206
CABLE ADDRESS SEJARLY

NEW YORK OFFICE
54TH FLOOR
280 MADISON AVENUE
NEW YORK, NEW YORK 10016
(212) 758-5203

LOS ANGELES OFFICE
SUITE 2G
MURDOCK PLAZA
10900 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90024
(213) 824-5300

SAN FRANCISCO OFFICE
SUITE 880
580 CALIFORNIA STREET
SAN FRANCISCO, CALIFORNIA 94104
(415) 986-4330

SAN JOSE OFFICE
SUITE 800
800 GATEWAY PLACE
SAN JOSE, CALIFORNIA 95110
(408) 294-9600

SCHAUMBURG OFFICE
SUITE 255
WOODFIELD CORPORATE CENTER
150 NORTH MARTINGALE ROAD
SCHAUMBURG, ILLINOIS 60173
(312) 885-4430

February 17, 1987

Mr. James F. Lane
Senior Vice President
Hill and Knowlton, Inc.
111 East Wacker Drive
Chicago, Illinois 60601

Dear Jim:

Thank you for your letter of February 5, 1987. I have enclosed one original of the letter agreement dated September 15, 1986 which contains several revisions from the one you originally submitted to me.

As I prefer not to have "automatic renewal" clauses, by this letter I am taking this opportunity to advise you that you may consider the enclosed agreement to be terminated as of September 15, 1987. In this manner, if it is necessary to continue this agreement for a period beyond September 15, 1987, we should discuss it at that time. Otherwise, I am concerned that there will be an open-ended agreement which we may forget about.

Sincerely yours,

Hoken S. Seki

HSS:rs
Enclosure