Approval Expires Oct. 31, 1981

UNITED STATES DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20530

Form OBD-68
(Rev 10-14-76)
Formerly DJ-307
for

AMENDMENT TO REGISTRATION STATEMENT

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

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. Exhibit B - Ministry of Foreign Affairs, Gov. of Iceland, through Kynning Og Markadur HF.

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

New agreement for additional assignment by foreign principal to the registrant.

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. The term of the new agreement is to extend from March 13 to April 10, 1987.
Registrant activities on behalf of the foreign principal were expanded through an assignment whereby registrant was retained to publicize the Keflavik Air Terminal opening in Keflavik, Iceland. The agreement between the registrant and the above-named foreign principal is a formal written contract, two copies of which are attached to this Amendment document. The nature and method of registrant's performance under the new written contract will include registrant serving as public relations counsel for the foreign principal. For its services, registrant will charge for its services at standard hourly rates for participating officers and staff assistants plus expenses at cost plus a 2.5% handling and administration fee on all disbursements. The foreign principal will pay registrant the sum of Bfrs 1,900,000 (US $50,000) for all services rendered, inclusive of expenses and the 2.5% handling and administrative fee, of which 1/3 will be paid in advance.

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.

NOTE: The U.S. portion of the total amount is $9,800.

(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.)

Joyce Martin
Joyce Martin
Senior Vice President

Subscribed and sworn to before me at New York City

this 13th day of April, 19 87

Jennifer F. McMillan
(Notary or other officer)

My commission expires _____

DOJ

Alexander W.T. Schoevers
Managing Director
Area Director Benelux
and Scandinavia

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March 10, 1987

Mr. Jon Magnusson
Managing Director
Kom Kynning Og Markadur HF
Adalstraeti 7
Reykjavik
Iceland

Dear Mr. Magnusson,

This is to summarize the arrangement under which Hill and Knowlton Belgium S.A. (H&K) will serve KOM as public relations counsel. As counsel H&K will:

a. Advise the management of KOM on a public relations program for publicizing the Keflavik Terminal opening as proposed to you on March 4, 1987.
b. Develop for 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. KOM will pay H&K Bfrs 1.900.000 (US$ 50.000) for services rendered under this agreement, which include all out-of-pocket disbursements made in the performance of its duties under this arrangement and will pay H&K a 2½% handling and administration fee on all such disbursements. In advance H&K will receive one third of the abovementioned amount, which will be invoiced separately. On April 30 H&K will invoice KOM the remaining for actual staff time, out of pocket expenses and handling fees.

In the event payment is not made in a timely manner, H&K will charge KOM a late payment penalty of 1½% per month on any overdue and unpaid balance from the previous month(s). KOM 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, KOM may

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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 the KOM or disclosed by KOM 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 appointment under this arrangement is to extend from 13 March 1987 to 30 April 1987.

Sincerely yours,

Hill and Knowlton Belgium S.A.

Accepted by:
KOM h.f.

Date:
March 12th 87

Accepted by the Air Terminal Building Commitee date March 13th. 87

cc: Steve Worth
Chris Komisarjevsky
George Jaspers

It is understood that the Air Terminal Building Committee has contracted with KOM hf. publicizing the air terminal abroad where it is stipulated that payment by the committee is not to exceed USD 50.000.- publicizing the air terminal abroad and is to include all handling administrartive fees as well as out of pocket expenses.