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

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 Street, N.W.
Washington, D.C. 20007

2. Registration No.
3301

3. Name of foreign principal
Marubeni America Corporation

4. Principal address of foreign principal
1615 L Street, N.W.,
Suite 1215
Washington, D.C. 20036

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

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6. If the foreign principal is a foreign government, state:
Not applicable.

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:
Not Applicable.

a) Principal address

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

The foreign principal is a Japanese trading company.

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.)*

Marubeni America Corporation is a private corporation, wholly-owned by Marubeni Corporation in Tokyo, Japan. Marubeni America Corporation is partially directed and controlled by the same Japanese corporation.

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.

Not Applicable.

Date of Exhibit A	Name and Title	Signature
February 19, 1988	Donald Massey Group Dir., Legis. Affairs H&K/Wash. Ops.	Donald F. Massey

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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.	Marubeni America Corporation

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.

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.

On behalf of the foreign principal, H&K will provide strategic policy and public affairs counsel including monitoring issues of importance to the foreign principal. Compensation to include a minimum of $5,000 per month for staff services plus out-of-pocket expenses. The arrangement extends from March 26, 1987 to March 25, 1988.

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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.

Registrant activities on behalf of the foreign principal will include strategic policy and public affairs counsel including monitoring issues of importance to 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 [X] 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 behalf of the foreign principal, registrant may contact by telephone, written correspondence or personal visits appropriate media representatives or officials of the Executive Branch or Congress.

Date of Exhibit B	Name and Title	Signature
February 19, 1988	Donald Massey Group Dir., Legis. Affairs H&K/Wash. Ops.	Donald F. Massey

[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
Public Affairs Worldwide
Washington Harbour
901 31st Street, N.W.
Washington, D.C. 20007
202-333-7400

March 25, 1987

Mr. Nobushige Wakatsuki
Executive Vice President
Marubeni America Corporation
1615 L Street, N.W. - Suite 1215
Washington, D.C. 20036

Dear Mr. Wakatsuki:

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This is to summarize the arrangement under which Hill and Knowlton, Inc. ("H&K") will serve Marubeni America Corporation ("Marubeni") as strategic policy counsel.

As counsel, H&K will:

(a) Advise the management of Marubeni on public affairs aspects of the firm's policies and problems.

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

(c) Provide professional staff services as may be required to help the firm carry out its public affairs 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. On a monthly basis, Marubeni will pay H&K a monthly minimum of $5,000, in advance, for services rendered under this agreement. Any staff time charges incurred in any month for the Marubeni account will be applied against this minimum, and any staff time charges incurred above the minimum will be billed at the regular rates.

Marubeni will reimburse H&K for all out-of-pocket disbursements made in the performance of its duties under this arrangement and will pay H&K a fifteen percent (15%) administration fee on all such disbursements except for "routine" disbursements such as 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 Marubeni.

Invoices for the actual staff time, out-of-pocket expenses and handling fees will be submitted with specified due dates, and Marubeni will pay each invoice on or before its due date. In the event payment is not made in a timely manner, H&K will charge Marubeni a late payment penalty of two percent per month on any overdue and unpaid balance from the previous month(s). In addition, H&K will have the right to suspend all work on

Marubeni's account in the event that any invoice remains outstanding for a period of more than thirty (30) days. Marubeni 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, Marubeni 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, 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 Marubeni or disclosed by Marubeni 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 activities hereunder on behalf of Marubeni shall be subject to all applicable U.S. laws, including the Foreign Agents Registration Act and the Foreign Corrupt Practices Act. As applicable and pursuant to such laws, it is understood that H&K may be making reports of its activities to appropriate U.S. government regulatory agencies and that such reports will be available to the public.

H&K's appointment under this arrangement is to extend from March 26, 1987 to March 25, 1988 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.

This agreement represents the entire agreement of the parties and may be amended only by a writing signed by all parties. It shall be governed by and construed in accordance with the laws of the District of Columbia.

Sincerely yours,

HILL AND KNOWLTON, INC.

Richard L. McElheny
Group Director

AGREED AND ACCEPTED:

MARUBENI AMERICA CORPORATION

By: _____
Nobushige Wakatsuki
Executive Vice President

Date: April 16, 1987