U.S. Department of Jus
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
Petroleos de Venezuela, S.A.

4. Principal address of foreign principal
Av. Libertador, La Campina
Apdo. 169
Caracas 1010A, Venezuela

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:

N/A

a) Principal address

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

c) Principal aim

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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

Oil/Energy Corporation

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.)*

The Government of Venezuela is the only shareholder of the company.

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.

Date of Exhibit A	Name and Title	Signature
December 27, 1989	Lauri Fitz-Pegado Senior Vice President	x Lauri J. Fitz-Pegado

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Washington, DC 20530

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

OMB No. 1105-0007

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 General 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.	Petroleos de Venezuela, S.A.

Check Appropriate Boxes:

1.[X] 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.

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.

Registrant will provide staff services to develop and implement public relations/public affairs programs for 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 [X]

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.

Date of Exhibit B	Name and Title	Signature
December 27, 1989	Lauri Fitz-Pegado Senior Vice President	Lauri Fitz-Pegado

[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.
International Public Relations Counsel
420 Lexington Avenue
New York, New York 10017
212-697-5600

Peter G. Osgood
Vice Chairman

Caracas, October 14th., 1988

Señor
Gabriel Paoli
Coordinator of Information and Relations
Petroleos de Venezuela, S.A.
P.O. BOX 169
Caracas 1010-A
Venezuela

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Dear Mr. Paoli:

This is to summarize the arrangement under which Hill and Knowlton, Inc. ("H&K") will serve Petróleos de Venezuela, S.A. and its subsidiaries, as a public relations counsel. It is clearly understood that all services to PDVSA and its subsidiaries, under this arrangement, must be previously agreed upon by the Coordination of Information and Relations. It is further understood that the services referred to will be provided through the Firm's head office in New York (USA).

As counsel, H&K will:

a. Advise the management of PDVSA and its subsidiaries on public relations aspects of the firm's policies and problems.

b. Develop, as authorized by PDVSA, a public relations program designed to support the objectives, strategies and plans of PDVSA, especially in the international sphere.

c. Provide professional staff services as may be required to help PDVSA to carry out its public relations plans.

The financial arrangement will be as follows:

Charges for the services of H&K will be made at agreed standard hourly rates, previously agreed by PDVSA, for participating officers and staff assistants as they are required to carry out the programs and activities approved. On a monthly basis, PDVSA will pay H&K a minimum of US$ 7,000 in advance, for services rendered under this agreement. Any staff time charges incurred in any month for the PDVSA account will be applied against this minimum, and any staff time above the minimum will be billed at the regular agreed rates.

PDVSA will reimburse H&K for all out-of-pocket disbursements made in the performance of its duties under this arrangement. PDVSA will pay H&K a 15% handling and administration fee on all such disbursements except for "routine" disbursement as mutually agreed upon. Routine disbursements will be limited to disbursements for travel, local messengers, in-house photocopying and ordinary communications (telephone, telex, fax and postage). All disbursements for materials, services and rights will be made by H&K as agents for PDVSA.

Invoices for the monthly minimum, actual staff time, out-of-pocket expenses and handling fees will be submitted with specified due dates, and PDVSA will pay each invoice on or before its due date which will be 30 days from receipt. Payment will be made by bank transfer. In the event payment is not made in a timely manner, H&K will charge PDVSA a late payment penalty of 1 1/2% per month on any overdue and unpaid balance from the previous month(s). PDVSA agrees to reimburse H&K for all expenses (including reasonable attorneys' fees) incurred in the collection of any overdue and unpaid balance.

All expenses incurred by H&K in Venezuela in relation with this agreement shall be reimbursed in Venezuelan currency.

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, PDVSA 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.

This agreement has been drafted in Spanish and English. In case of disagreement arising, the Spanish version shall be binding.

This agreement will be drafted and drawn-up in accordance with the laws of the Republic of Venezuela and will be subject to such laws.

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 PDVSA or disclosed by PDVSA to H&K.

It is understood that H&K cannot undertake to verify facts supplied to it by PDVSA or factual matters included in material prepared by H&K and approved by PDVSA. PDVSA agrees to indemnify and hold harmless H&K from and against any and all losses, claims, damages, expenses (to include reasonable pre-agreed upon legal expenses) or liabilities which H&K may incur (a) based upon information, representations, reports, data or releases furnished or approved by

PDVSA or PDVSA's 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.

PDVSA also agrees to reimburse H&K for time of staff and expenses (to include pre-agreed upon legal expenses) reasonably incurred by H&K in connection with any litigation commenced or threatened against PDVSA (for example, in responding to a document subpoena).

H&K's appointment under this arrangement is to extend from November 1, 1988 to October 31, 1989, 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.

Peter G. Gosselin

8.14.88

Date

Accepted by:
Petróleos de Venezuela

8-12-88