U.S. Department of [redacted]
Washington, DC 20530

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

OMB No. 1105-0003

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 .49 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.

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
Sociedad Para La Promocion Y Reconversion Industrial, S.A.

4. Principal address of foreign principal
Gran Via, 35-3.a Planta
48009 Bilbao - Espana

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:

a) Branch or agency represented by the registrant. Government of the Basque Region

b) Name and title of official with whom registrant deals. Sr. Guillermo Barredo
Director del Programa Internacional

7. If the foreign principal is a foreign political party, state:

N/A

a) Principal address

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

c) Principal aim

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FORM CRM-157
SEP.88

8. If the foreign principal is not a foreign government or a foreign political party,

N/A

a) State the nature of the business or activity of this foreign principal

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.)*

N/A

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
5/24/90	Mary Foerster ~~Senior Vice President~~	Mary C Foerster

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

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.	Sociedad Para la Promocion Y Reconversion Industrial, 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.

Formerly OBD-65

FORM CRM-155
SEP 88

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
5/24/90	Mary Foerster Senior Vice President	Mary C. Foerster

[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

Stephen D. Manning
Senior Vice President - Finance

March 2, 1990

Sr. Guillermo Barredo
Director del Programa Internacional
Sociedad Para La Promocion Y
Reconversion Industrial, S.A.
Gran Via, 35-3.ª Planta
48009 Bilbao
España

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Dear Sr. Barredo:

This will serve as the agreement between Hill and Knowlton, Inc. ("H&K") and Sociedad Para La Promocion Y Reconversion Industrial, S.A. ("Client") pursuant to which H&K will serve client as public relations counsel.

1. As counsel, H&K will:

   (a) Advise client management on public relations 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;

   (d) The attached description and table detail the activities that H&K will conduct on behalf of the client.

2. Charges

   (a) Charges for 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 approved program. These charges will be applied against retainer fees paid by Client subject to the agreed upon $300,000 limit.

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(b) All agreed upon out-of-pocket disbursements made in the performance of its duties under this arrangement by H&K are included in the fee indicated in paragraph 2a. All disbursements for materials, services and rights hereunder will be made by H&K as agent for Client.

(c) From time to time, H&K may be called upon to assist Client in connection with litigation commenced or threatened against Client (for example, in responding to a document subpoena). It is understood that, with the previous authorization of Client, H&K will be entitled to staff time charges and reimbursement of expenses for services rendered to Client in connection with such matters. Such authorization will not be unduly withheld.

(d) It is understood that H&K will, if it believes it to be necessary, comply on Client's behalf with the Foreign Agents Registration Act. Pursuant to such Act, 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.

(e) The Client shall be solely responsible for payment of any VAT taxes, excise taxes or any other such withholdings or levies arising within Spain of any sort which might apply to the billings of H&K to the Client. H&K will be entitled to receive full payment, in currency of the United States and within the United States, of its invoices hereunder, without offset or withholding. Should this provision be subsequently determined to be unenforceable by law and a deduction or withholding found to be mandatory, H&K shall be entitled to retroactively adjust its billings to such a level whereby it will receive an amount of net proceeds equivalent to its original gross billings.

3. Billing

Client will pay H&K a retainer fee of U.S. $300,000, to be paid in three (3) installments of U.S. $150,000 on April 1, 1990, U.S. $75,000 on both April 30, 1990, and May 31, 1990.

Client will pay each invoice on or before its due date. In the event payment is not made in a timely manner, H&K may, at its option, 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) incurred in the collection of any proper overdue and unpaid balance.

4. Records

H&K will maintain accurate records of all staff time work and out-of-pocket expenditures incurred on behalf of Client. 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 data, overheads, costs related to other clients of H&K, and other internal H&K costs or non-billable items. H&K will invoice Client in a detailed and summarized manner, in keeping with its billing practices, while H&K shall retain all 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 behalfof the 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 loses, 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 of the nature or use of Client's products or services.

H&K will use its best efforts, based upon its experience, to advise Client of any obvious risks associated with communications to third parties, however, H&K cannot render legal opinions on such communications. Also, H&K will maintain, at its cost and expense, professional and general liability insurance with minimum coverage limits of U.S. $1,000,000.

7. Term

H&K's appointment under this arrangement is to extend from March 4, 1990 to June 30, 1990. Upon expiration 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, United States of America, for contracts made and to be performed entirely in New York.

9. Entire Agreement

This agreement contains the entire understanding of the parties concerning the services described above. It incorporates and/or supersedes any/all earlier understandings and may not be changed orally, but only by written amendment, with both/all parties having an authorized representative sign such amendment.

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.

SVP Finance
Date: March 5, 1990

AGREED:

SOCIEDAD PARA LA PROMOCION Y RECONVERSION INDUSTRIAL, S.A.

By: [redacted]

Date: 16 de marzo de 1990