**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

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.
420 Lexington Avenue
New York, NY 10017

2. Registration No.
3301

3. Name of foreign principal
The Government of British Columbia
Ministry of Development, Trade and Tourism

4. Principal address of foreign principal
1405 Douglas Street
Victoria, British Columbia
Canada V8W 3C1

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. Ministry of Development, Trade and Tourism

b) Name and title of official with whom registrant deals. Dennis M. Grimer
Director, Trade Policy Branch

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

a) Principal address N/A

b) Name and title of official with whom 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

N/A

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 |
|---|---|---|
| 3-16-92 | Anne Wexler<br>Chairman, The Wexler Group | Anne Wexler |

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, 1993

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 & Knowlton, Inc. | The Government of British Columbia<br>Ministry of Development, Trade and Tourism |

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.

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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.

Consultations, advice and representation before U.S. administrative agencies concerning trade and legal issues arising in the context of trade between the United States and British Columbia, and the United States and Canada. This may encompass discussions and consultations with officials in the Executive Branch and/or Congress.

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.

See answer to Question 5

| Date of Exhibit B | Name and Title | Signature |
|---|---|---|
| 3-16-92 | Anne Wexler<br>Chairman, The Wexler Group | Anne Wexler |

[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.

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THE WEXLER GROUP

1317 F Street, N.W.
Suite 600
Washington D.C. 20004
202-638-2121
202-638-7045 Telecopy

Anne L. Wexler
Chairman

February 19, 1992

Homer E. Moyer, Jr., Esq.
Miller & Chevalier, Chartered
Metropolitan Square
655 15th Street, N.W.
Washington, D.C. 20005

Dear Homer:

This letter, when signed by you and returned to us, will constitute an agreement by Miller & Chevalier (or "you") to retain The Wexler Group, a unit of Hill and Knowlton Public Affairs Worldwide ("The Wexler Group" or "we") as consultants on behalf of the Province of British Columbia, Canada.

This Agreement will commence on January 31, 1992, and will remain in effect through February 29, 1992. In consideration of making our time available and other agreements made by us in this letter, Miller & Chevalier will pay our firm a retainer fee of $20,000.00, payment of which shall accompany this Agreement. This agreement may be renewed or extended as you and we may agree.

It is currently anticipated that the Wexler Group professional personnel working on this issue will be Anne Wexler, Toby Moffett, Bob Schule and Ed Ingle.

In addition to our retainer, The Wexler Group will bill for reasonable and necessary expenses, such as transportation, duplicating, telephone, and other standard incidental expenses incurred in connection with performance of work for Miller & Chevalier.

The Wexler Group will also bill Miller & Chevalier the net cost of all materials, services and rights obtained by The Wexler Group from third-party suppliers on behalf of

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Miller & Chevalier and the Province of British Columbia, plus a 15 percent handling and administration fee on such disbursements. In obtaining such materials, services and rights, The Wexler Group will act as agent for Miller & Chevalier and the Province of British Columbia as disclosed principal. Payment of fees and expenses will be due within 30 days of the date of the monthly statements. Any fees or expenses not paid within 30 days of the statement date shall be subject to a late charge of 1.5 percent per month.

If requested, copies of supplier invoices and other back-up materials in support of The Wexler Group's out-of-pocket charges of $100 or more will be included with our end-of-month invoices. The Wexler Group can provide such supporting documentation upon at least one full month's notice.

The Wexler Group will also bill for staff time and expenses incurred in order to comply on behalf of the Province of British Columbia with the Foreign Agents Registration Act. It is understood that pursuant to this Act, The Wexler Group may be making reports of its activities to appropriate U.S. government regulatory agencies and that such reports will be available to the public.

It is understood that The Wexler Group may assign such professional personnel to work on matters for Miller & Chevalier as we shall deem reasonable and advisable and in the best interest of Miller & Chevalier.

It is understood that The Wexler Group will keep confidential all information received from Miller & Chevalier which you advise us is confidential, except insofar as such information need be made available to senior management of Hill & Knowlton, Inc. or Hill & Knowlton Public Affairs Worldwide on a "need to know" basis in accordance with the conflicts resolution procedures described below. Miller & Chevalier agrees that The Wexler Group may disclose other information you provide us to the extent we deem it necessary to represent Miller & Chevalier and the Province of British Columbia.

Miller & Chevalier agrees to indemnify and hold harmless The Wexler Group from and against any and all losses, claims, damages, expenses (including reasonable attorneys' fees and disbursements) or liabilities ("damages") which The Wexler Group may incur (i) as a result of any materials, releases, reports or information supplied to The Wexler Group by Miller & Chevalier or prepared by The Wexler Group and approved by Miller & Chevalier prior to its dissemination; and (ii) except when attributable to The Wexler Group's failure to use due care, resulting from disputes between The Wexler Group and third parties related to and or within the scope of this agreement. This provision shall survive the expiration or earlier termination of this agreement.

In the event that The Wexler Group's efforts on behalf of the Province of British Columbia extend to influencing legislation within the meaning of the Federal Regulation of Lobbying Act, The Wexler Group will register with and report to the Congress under provisions of that Act or any successor legislation.

The Wexler Group, an autonomous unit of Hill & Knowlton Public Affairs Worldwide, may represent other clients involved in various international trade issues. We have consulted with such clients and with Miller and Chevalier and have agreed to monitor our work on behalf of all clients to guard against conflicts of interest.

This agreement will be governed by and construed in accordance with the laws of the District of Columbia for contracts to be performed entirely within the District of Columbia.

This agreement contains the entire understanding between the parties. It may be changed only by written agreement signed by both parties.

The Wexler Group is pleased to be working again with Miller & Chevalier and looks forward to being of assistance to your efforts on behalf of the Province of British Columbia.

Sincerely yours,

Anne Wexler
Chairman

AGREED:

MILLER & CHEVALIER, Chartered,
on behalf of the Province of British Columbia, Canada

BY: Homer E. Moyer, Jr. DATE February 20, 1992
Homer E. Moyer, Jr.
Member of the Firm
[AUTHORIZED SIGNATURE]

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