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
John I. Haas, Inc.

4. Principal address of foreign principal
1615 L Street, NW
Suite 510
Washington, DC 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) Domestic corporation stock controlled by non-resident aliens.

☐ Individual—State his nationality

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant. N/A

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

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

a) Principal address

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

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

Agriculture

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.)*

See attached letter. Haas is a Delaware corporation with principal place of business in the United States. Its shareholders and officers are non-resident aliens. Registration may not be required (Section 1 (b)(2) exemption).

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
8-5-92	Anne Wexler, Chairman	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 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.	John J. Haas, Inc.

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 rpovide 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.

Assist in efforts to have deleted from the House-Senate conference on federal water reclamation legislation, the provision that prohibits the use of subsidized water by non-resident alien-owned companies. This effort will include extensive communication activities with appropriate House and Senate conferees as well as relevant departments of the Executive Branch.

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
8-5-92	Anne Wexler, Chairman	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.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1990 - 282-068/25017

KRC –
Contracts file
JHM

JOHN I. HAAS, INC.
Dealer HOPS *Grower*
Processor
SUITE 510
1615 L STREET, N.W.
WASHINGTON, D.C. 20036
TELEPHONE (202) 223-0005
CABLES "PROGRESS" WASHINGTON, D.C.
TELEX NOS {248325 (RCA) 440055 (ITT) 710 822 0005 (WU)
TELECOPIER (202) 955-6742

IN EUROPE
JOHN I. HAAS GMBH
RESIDENZSTRASSE 13
8000 MUNICH 2, WEST GERMANY
TELEPHONE (089) 226 50 91
CABLES: HAASHOPS, MUNICH
TELEX 841-6 22 960
TELECOPIER (089) 226 53 46

HOP FARMS IN OREGON, WASHINGTON AND IDAHO

July 21, 1992

Mr. Lee L. Verstandig
Senior Vice President
The Wexler Group
1317 F Street, NW
Suite 600
Washington, DC 20004

Dear Lee:

Please find enclosed the signed contract between John I. Haas, Inc. and The Wexler Group.

Best regards,

John H. Melville

Encl.
JHM:cjk

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INTERNAL SECURITY SECTION

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

July 15, 1992

Mr. John H. Melville
Executive Vice President
John I. Haas, Inc.
1615 L Street, N.W.
Suite 510
Washington, D.C. 20036

Dear Mr. Melville:

This letter, when signed by you and returned to us, will constitute an agreement by John I. Haas, Inc. ("Haas" or "you") to retain The Wexler Group, a unit of Hill and Knowlton, Inc. ("The Wexler Group" or "we") as consultants.

Pursuant to this Agreement, a Wexler Group team comprised of Lee L. Verstandig, Toby Moffett, R. Edward Ingle and Robert M. Schule will assist Haas in its efforts to have deleted from the House-Senate conference on federal water reclamation legislation, the provision that prohibits the use of subsidized water by non-resident alien-owned companies. This effort will include extensive communication activities with appropriate House and Senate conferees as well as relevant departments of the Executive Branch.

This Agreement will commence on July 9, 1992, and will remain in effect through October 9, 1992, or until terminated as specified herein. In consideration of making our time available and other agreements made by us in this letter, Haas will pay our firm a retainer fee of $15,000 per month.

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 in connection with performance of work for Haas.

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

It is our understanding that John I. Haas, Inc. is a Delaware corporation with its principal place of business in the United States, but that its stock is controlled by non-resident aliens. Therefore, the requirements of the Foreign Agents Registration Act do not apply. If our understanding is incorrect, you agree to advise us immediately.

It is agreed that either party may cancel this agreement upon 30 days' written notice.

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

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

Haas 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 on behalf of Haas or prepared by The Wexler Group and approved by Haas 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 Haas 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, Inc., does not anticipate any conflicts of interest between any current client and Haas. If any unforeseen conflicts do arise, The Wexler Group will notify Haas promptly and make every effort to resolve such conflicts as soon as possible and on mutually agreed upon terms.

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 become a part of your public and governmental affairs activities and looks forward to a long and positive working relationship with John I. Haas, Inc.

Sincerely yours,

Anne Wexler
Chairman

AGREED:

JOHN I. HAAS, INC.

BY: _____ / Melita A. DeBellis
John H. Melville DATE 7-21-92
Executive Vice President
[AUTHORIZED SIGNATURE]