

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, New York 10017	2. Registration No. 3301
3. Name of foreign principal Turkish Tourism Information Office	4. Principal address of foreign principal 821 U.N. Plaza New York, New York 10017

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
 - Corporation
 - Association
 - Individual—State his nationality _____
 - Committee
 - Voluntary group
 - Other (specify) _____

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

- a) Branch or agency represented by the registrant. Turkish Tourism Information Office
- b) Name and title of official with whom registrant deals.
Mr. Oktay Ataman, Director

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

- a) Principal address N/A
- 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

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.)

The Turkish Tourism Information Office is a part of the Turkish Government promoting tourism on the country's behalf.

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 1/7/91	Name and Title Joyce Martin Senior Vice President	Signature <i>Joyce Martin</i>
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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.	Turkish Tourism Information Office

Check Appropriate Boxes:

- 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.
- 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.
- 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.

The scope of work includes a public relations program for tourism, to encourage tourism travel to Turkey. Activities initiated are directed at travel print and broadcast media, travel industry representatives and potential visitors. Program elements will include: the creation of press materials and their distribution to travel journalists; processing of media information requests; scheduling interviews; press briefings; organizing and escorting press familiarization trips to Turkey; organizing and conducting travel agent briefings to inform the travel industry of new tourism programs and packages. Creation and placing of tourism advertising in newspapers, magazines and on television is part of the agreement. Phase I begins with early stages of specific activities described above, which will be implemented over a long term.

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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.

Refer to #4

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

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
1/7/91	Joyce Martin Senior Vice President	<i>Joyce Martin</i>

¹Political 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 by any other way influence any agency or official of the Government of the United States or any section of the Government 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 the Government of a foreign country or a foreign political party.

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INTERNAL SECURITY
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December 10, 1990

Turkish Tourism Information
Office
821 United Nations Plaza
New York, N.Y. 10017

Dear Sirs:

This will serve as the agreement between Hill and Knowlton Uluslararası Halkla İlişkiler A.Ş. and Hill and Knowlton Inc., acting as a consortium as the contractor, and the Ministry of Tourism, the client, under which the consortium will serve as public relations and advertising counsel to the Ministry of Tourism.

1. Scope of work:

The scope of work of this contract consists of the first two weeks of activities presented in the public relations program titled "Tourism Action Plan for Turkey" and the advertising program titled "Turkey Tourism Media Plan" that are attached to this letter and constitute integrated parts of this contract. The two work plans are accompanied by their separate budgets. A summary budget is also provided in the attachments.

2. Execution and duration of the services:

Services under this contract will be provided through the last day of the year 1990. However, advertising contracted through the end of 1990 may be actually placed in 1991. Activities in the public relations program titled "Tourism Action Plan for Turkey" not completed under the 1990 budget are expected to be carried out in 1991 under a separate contract that may alter the schedule of activities and timing of actions.

3. Cost of Services:

The cost of the services rendered under this contract will be the U.S. Dollar equivalent of 3.5 billion Turkish Lira at the rate of exchange present when the money is transferred to the U.S.A. Because of variations in the exchange rate between the dollar and the lira, the actual contract payment may not be the same as the budget presented in the Action Plan, which is calculated in dollar costs. In the event the contract payment when converted into dollars does not cover all budget items, the services will be reduced accordingly.

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4. Terms of Payment:

(a) Payment will be made in one lump sum as soon as possible after signing this agreement, but no later than 17 Dec. 1990.

(c) Payment will be made to the account named by the consortium.

5. Records:

The consortium will maintain biweekly reports of all activities undertaken by all H&K offices related to this project at Hill and Knowlton Inc., Washington, and at Hill and Knowlton Uluslararası Halkla İlişkiler A.Ş., Ankara, which will be available for review by the Ministry of Tourism during normal business hours.

6. Confidentiality:

The consortium 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 the consortium. Notwithstanding the above, the consortium'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.

7. Indemnity

It is acknowledged that the consortium cannot undertake to verify facts supplied to it by the Ministry of Tourism or factual matters included in material prepared by the consortium and approved by the Ministry. Accordingly, the Ministry agrees to indemnify and hold harmless the consortium from and against any and all losses, claims, damages, expenses (including reasonable attorneys' fees and disbursements) or liabilities ("damages") which the consortium may incur, (i) as a result of any materials, releases, reports or information supplied to the consortium by or on behalf of the Ministry or prepared by the consortium and approved by the Ministry prior to its dissemination or broadcast; and (ii) except when

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attributable to the consortium's failure to use due care, resulting from disputes between the consortium and the third parties related to and/or within the scope of this agreement. The Ministry shall similarly indemnify and hold the consortium harmless in respect to any damages arising out of the nature or use of the Ministry of Tourism's products or services. This provision shall survive the expiration or earlier termination of this agreement.

8. Governing Law

The agreement will be governed and construed in accordance with the laws and rules of the Republic of Turkey.

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, which will be considered and be effective as a contract between the Ministry and ourselves.

The Hill and Knowlton Consortium


Hill and Knowlton Uluslararası
Halkla İlişkiler A.Ş..

Hill and Knowlton Inc.

UGURHAN



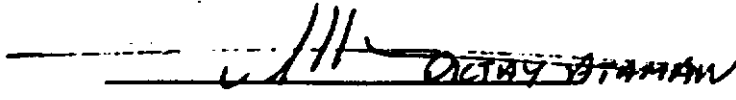
TUNÇATA
14 DECEMBER 1990
Date



PETER G. O'SHEA
14 December 1990
Date

Agreed

For the Ministry of Tourism of Turkey



OKTAY ATAMAN
DEC 14. 1990
Date