

U.S. Department of Justice  
Washington, DC 20530

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

OMB NO. 1105-0002

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials 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 of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 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	2. Registration No.
Ruder Finn, Inc. 301 E. 57th St NEW YORK, NY 10022	1481

3. Name of foreign principal	4. Principal address of foreign principal
Society of London Theatre	32 Rose St. London, WC2E 9ET ENGLAND

5. Indicate whether your foreign principal is one of the following:

- Foreign government
- Foreign political party
- Foreign or domestic organization. If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (specify) \_\_\_\_\_
- Individual-State nationality \_\_\_\_\_

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

- 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:

- a) Principal address.
- b) Name and title of official with whom registrant deals.
- c) Principal aim.

Formerly OBD-67

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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

Theater trade association.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes  No

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 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 must be used.)

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.

Board of Trustees

Date of Exhibit A	Name and Title	Signature
4/24/12	Philip Boston President	

U.S. Department of Justice  
Washington, DC 20530

Exhibit B  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, an amended

OMB NO. 1103-0007

**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. One original and two legible photocopies of this form shall be filed 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, copy of informational materials 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 of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

**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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

<p>1. Name of Registrant <i>Ruder Fenn, Inc.</i></p>	<p>2. Registration No. <i>1481</i></p>
<p>3. Name of Foreign Principal <i>Society of London Theatre</i></p>	

Check Appropriate Boxes:

- 4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6.  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 expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

*Public relations in the US for the Olivier Awards, on behalf of SOLT.*

Formerly OBD-65

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

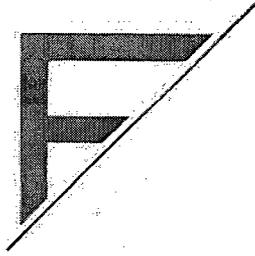
Contacting the press in the US to promote the Olivier Awards; staffing an event in NYC on April 15, 2012 as part of Olivier Award Celebration.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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
4/23/12	Philippa Polster President	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any 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.



**FINNPARTNERS**

A Ruder Finn Group Company

**CONTRACT**

1. The Society of London Theatre (SOLT) has retained Arts & Communications Counselors (A&CC), a division of Finn Partners, as its public relations counsel effective February 1 through April 31, 2012.

Public relations services to be provided by A&CC include: working in coordination with Bolton & Quinn on overarching press strategy; distribution of press releases and alerts to U.S. media surrounding the announcement of the 2012 Olivier Awards, the nominees, and the awards event; conducting follow-up with press to encourage coverage of the Olivier Awards; targeting select press to attend the New York event, distributing the invitation and following-up; reaching out to select media outlets to seek coverage of the awards ceremony and the Olivier Awards; managing the press and providing staff for the April 15 New York event; and reporting on progress and achievements in a manner to be mutually agreed upon.

2. As compensation for its services, A&CC will be paid a fee of \$20,000. Two invoices in the amount of \$10,000 each will be sent on February 1, 2012 and March 15, 2012. Payment will be due 30 days following receipt of invoice.

Services rendered by any office, subsidiary or affiliate other than A&CC will require a separate budget agreement. These may include services from other Finn Partners departments such as Tourism, Video Services, Interactive, etc. The cost of such services will be billed as a separate subsidiary invoice.

3. Out-of-pocket disbursements for, on behalf of, or for the benefit of SOLT by A&CC will be billed at the end of each month. Expenses will include telephone, copying, postage, research, local transportation, business and media lunches, courier, etc. We may bill you in advance for major out-of-pocket expenses.

A&CC will maintain accurate records of all out-of-pocket expenditures made on behalf of SOLT. A&CC will be prepared to supply reasonable supporting detail required by SOLT, with the exception of any item under \$50.00 including, but not limited to postage, local transportation, photocopy, telephone and messenger service.

Certain expenses are billed pro rata to all of Finn Partner's clients based on their level of activity for that month. The expense for this charge will be billed as supplies and services and covers such items as supplies and subscriptions that cannot be identified with a specific client; equipment and related maintenance; administrative support services; and interest or loss of interest income on reimbursable expenses.

SOLT agrees to deposit with A&CC \$500 to be used as a revolving credit against which out-of-pocket disbursements may be paid. A&CC agrees to refund promptly any unused balance remaining therein at the completion of this agreement or extension thereof.

Expenses for special events or initiatives will be billed separately and as incurred. A&CC will provide SOLT with an advance written estimated budget for such expenses. A&CC requires a 50% deposit against estimated expenses prior to incurring any costs.

4. In the event SOLT questions the validity of a charge, payment for only that portion under question may be delayed without a finance charge, provided the CLIENT expresses its objection in writing within twenty (20) days of the date of the invoice.

5. A finance charge of 1.5% per month will be assessed on outstanding balances over 30 days.

If the amounts due A&CC should ever exceed \$10,000 for over 60 days, A&CC will have the option to cease all work on the account upon one day written notice and sent by overnight mail at any time on or after the 60<sup>th</sup> day until the account is current. Without limiting the foregoing, A&CC reserves the right in the case of any delinquency of SOLT payments or any impairment of SOLT's creditworthiness, to change the requirements as to terms of payment under this agreement.

6. SOLT agrees that A&CC has no control over information once it has been issued to the media or another third party. Nor can A&CC assure the use of any material by any medium, or accuracy of what any third party publishes. It is understood and agreed that A&CC does not stipulate or guarantee specific overall results or returns from public relations, publicity, research, or any other activity performed by A&CC.

A&CC shall take reasonable care to safeguard any of your property entrusted to its custody or control. However, A&CC shall not be held responsible for any loss, damage, destruction or unauthorized of such property unless caused by A&CC's negligence or willful misconduct.

A&CC grants you, for the term of this Agreement, a nonexclusive license to use all press releases, copy, layouts, and other creative materials and documents prepared or provided by A&CC under this Agreement (collectively, the "Creative Products"), which are the exclusive

property of Finn Partners, Inc. (subject to and limited by any rights in the Creative Products that third parties may own).

Each party shall indemnify and hold harmless the other party and its corporate affiliates and their officers, directors, employees, subcontractors and agents from and against all obligations of any nature whatsoever, including all reasonable attorney's fees, resulting from a party's willful misconduct or negligent act or omission or failure to perform in accordance with any of the terms or conditions of this agreement; provided, however, that the party to be indemnified hereunder notifies the other party promptly of any such claim and such claim is not attributed to any negligent act or omission by the indemnified party, its corporate affiliates or any of their officers, directors, employees or agents. This indemnification shall survive the termination of this agreement.

7. SOLT acknowledges that it has read this Agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

This Agreement can be canceled by either party on 60 days advance notice in writing. During said 60 day notice period, we will, on your request, continue to provide our services. Whether or not you request our services, the average monthly fee for the six (6) preceding months will be due to us in each month during that period.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the choice of law principles thereof. Any suit, action or other proceeding relating to this Agreement shall be brought in the Courts of Record of the State of New York or in the United States District Court for the Southern District of New York.

The parties agree that the prevailing party may collect from the other party any reasonable legal fees and court costs associated with either party's action for enforcing the terms of this agreement.

Accepted by: \_\_\_\_\_  
Julian Bird, Chief Executive  
Society of London Theatre

Date: \_\_\_\_\_

Accepted by: \_\_\_\_\_  
Philippa Polskin, President  
Arts & Communications Counselors, a division of Finn Partners

Date: \_\_\_\_\_