

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 TROMSON MONROE ADVERTISING 40 East 49th Street New York, NY 10017	2. Registration No. 2403
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3. Name of foreign principal ANTIGUA MINISTRY OF TOURISM	4. Principal address of foreign principal St. John Antigua, West Indies
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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
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual—State his nationality _____

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

- a) Branch or agency represented by the registrant. Department of tourism.
- b) Name and title of official with whom registrant deals. Honorable Lester Bird
Deputy Prime Minister

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REGISTRATION UNIT

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

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

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.)

This is the department of tourism of the government of Antigua.

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
May 29, 1984	William R. Fasano Chief Financial Officer	

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
TROMSON MONROE ADVERTISING	ANTIGUA MINISTRY OF TOURISM

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

Tromson Monroe Advertising will provide advertising and public relations services by producing and placing media, writing press releases, service press requests, provide media clippings all to attempt to increase tourism in Antigua.

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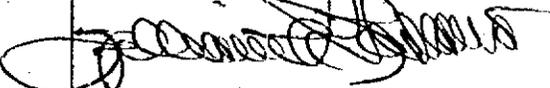
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

(see #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.

(see #4)

Date of Exhibit B	Name and Title	Signature
May 29, 1986	William R. Fasano Chief Financial Officer	

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 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.

May 12, 1986

Honorable Lester Bird
Deputy Prime Minister
Antigua Ministry of Tourism
St. John
Antigua, West Indies

Dear Minister Bird:

Please accept this letter as acknowledgment of our appointment as your advertising and public relations agency for the Antigua Ministry of Tourism and as confirmation of the basis on which we shall operate in servicing you, effective May 15, 1986.

I. Advertising Agency Services

We will perform the following services for you:

1. Study your problems, analyze your present and potential markets and levels of scheduled airline services.
2. Employ in your behalf our knowledge of the available media and means which can profitably be used.
3. Formulate and recommend plans as needed.
4. In the execution of these plans, when approved by you, we will do the following:
 - a. Write, design, illustrate or otherwise prepare your advertisements for newspapers, magazines, radio, television, trade papers or other appropriate media.
 - b. Order the space, radio or television time, or other means to be used for your advertising, endeavoring to secure the most advantageous rates available.
 - c. Check and verify insertions, displays, broadcasts or other means used, to such degree as is usually performed by agencies and is regarded as good practice.
 - d. Audit and pay invoices for space, radio or television time, preparation and services.
5. Assist your Sales and Marketing Departments in making advertising more effective.

II. General Provisions

We agree to secure your approval of all expenditures in connection with your advertising. You reserve the right, in your own best interests, to modify, reject, cancel or stop any and all plans, schedules or work in process; and in such event we shall immediately take proper steps to carry out your instructions; but you agree to assume our liability for all commitments made with your approval and to reimburse us for any losses we may sustain derived therefrom, and from all expenses incurred in connection with your advertising on your authorization, and to pay us any service charges relating thereto, in accordance with the provisions of this agreement.

III. Agency Compensation (Advertising)

- A. All commissions paid by advertising media will be retained by us in accordance with standard agency procedure.
- B. For services rendered within the Agency, pursuant to your authorization of estimate in connection with the preparation and execution of creation, art, copy, layouts, rescale, and mechanicals, we shall bill you at our current rates.
- C. On artwork, engravings, film, velox, type compositions, stats, production and any and all art and mechanicals incurred by us through outside sources pursuant to your authorization, we shall invoice you our cost, plus seventeen and sixty five one hundredths percent (17.65%) on such cost as agency commission.
- D. If you employ the Agency to engage in the services of direct mail, sales promotion, the production of collateral material and folders, you agree to pay us such amount as shall be agreed upon between us in advance.
- E. The Agency shall be reimbursed for actual net out-of-pocket expenses, such as long distance telephone calls, shipping charges, postage, and state and local taxes, etc.

IV. Public Relations

The Agency agrees to perform the following services including marketing planning in close cooperation with the Antigua Ministry of Tourism Director General:

- A. Write press releases and/or special articles aimed at both the trade and consumer media (newspaper, magazines, radio, television, etc.) in accordance with an action plan mutually agreed upon.

- B. Service press requests for information about Antigua with the assistance of the Client.
- C. Establish and maintain good relations with the press on behalf of the Client for the purpose of placing or stimulating the writing of stories favorable to the Client and supporting the Client's objectives.
- D. Assist the Client in the conduct of press and special travel industry familiarization tours.
- E. Assist the Client with the conduct of special promotional events as requested by the Client.
- F. Submit to the Client regular reports showing media clippings and summarizing the Agency's public relations activities for the Client.

V. Fees and Expenses

As compensation for the public relations services provided by the Agency, the Client agrees to pay the Agency a fee of \$48,000, payable in quarterly installments of \$12,000 each. This fee is understood to cover the creative, marketing, and administrative services of the Agency and the services of the Agency's personnel necessary to carry out the public relations program.

In addition, the Client authorizes the Agency to expend during the 12 months an additional sum not to exceed \$12,000 for such ordinary expenditure as may be necessary for the carrying out of the Client's public relations program, it being understood that these expenditures shall cover such items as the printing and distribution of press releases, postage, long-distance telephone calls, messenger services, news clipping services, the production of reports, photographs, press entertainment, necessary staff travel and such other items as may be requested by the Client.

Agency expenditures on behalf of the Client shall be billed to the Client after they have been incurred and shall be supported by suppliers' invoices or receipts verifying the amounts involved.

VI. Terms of Payment

Two fundamental principles on which the client-agency-media financial relationship is based are (1) that the advertising agency shall finance its own service, but not the advertising of its clients, and (2) that the advertising agency is held by media as solely liable for payment. Therefore, it is essential that we collect from you in time to pay media.

Pursuant to the customs and standards of our industry, you agree to pay our invoices on payment dates stated thereon, usually within ten days of billing date.

Honorable Lester Bird
May 12, 1986
Page 4

VII. Duration of Agreement

This agreement is effective for one year beginning May 15, 1986 and will remain in full force unless cancelled by either party on 90 days written notice.

Upon termination of this contract, if all payments due us hereunder have been made, we shall transfer, assign and make available to you all property or materials in our control belonging to you and all information regarding your advertising.

We are writing this agreement with the sincere conviction that it is part of a relationship that will prove long, pleasant and mutually profitable.

Kindly indicate your acceptance and approval of the terms contained herein by signing and returning the duplicate copy attached hereto.

TROMSON MONROE ADVERTISING, INC.

Michael Youngman
Senior Vice President

Mario Trombone
President

This agreement is accepted on behalf of:

ANTIGUA DEPARTMENT OF TOURISM

By:  _____

Date: _____