

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

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. 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 in print and online at: <http://www.fara.gov/>.

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, Counterespionage Section, National Security 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 M. Silver Associates, Inc. 747 Third Ave 23rd Floor New York, NY 10017	2. Registration No. 3131
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3. Name of foreign principal Aruba Tourism Authority	4. Principal address of foreign principal L.G. Smith Blvd. 172 P.O. Box 1019 Oranjestad, Aruba
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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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify): _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
Aruba Tourism Authority

b) Name and title of official with whom registrant deals
Gina Lopez, Public Relations Director

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

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.

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.

Date of Exhibit A	Name and Title	Signature
2/26/09	Mark E. Adams, CFO	Mark E. Adams

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

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.

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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, Counterespionage Section, National Security 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.

1. Name of Registrant M. Silver Associates, Inc.	2. Registration No. 3131
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3. Name of Foreign Principal Aruba Tourism Authority

FEB 27 PM 12:00
REGISTRATION UNIT

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.
Please see the attached agreement

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

M. Silver Associates Inc. provides public relations services.

Our work entails ongoing media relations including press trips, preparation and distribution of press information, etc. The press trips involve verbal and written invitations to travel writers and editors and personally escorting the journalists to the principality.

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
2/26/09	MARK E. ADAMS , CFO	Mark E Adams

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.

AGREEMENT

Between the Public Legal Entity Aruba represented by the Minister of Tourism and Transportation, for these purposes located at the Aruba Tourism Authority (ATA) offices, L.G. Smith Blvd. 172, Oranjestad, Aruba, hereinafter referred to as Client.

And

M. Silver Associates, Inc. represented by Virginia M. Sheridan, President of said company with offices located at 747 Third Avenue, 23rd Floor, New York, NY 10017, USA, who shall act in the capacity of Public Relations Agency of the ATA, hereinafter referred to as AGENCY.

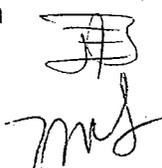
1) **SERVICES** - Agency will provide professional public relations and marketing communications services designed to create prominent awareness for Client in North America (USA and Canada). Efforts in Canada will include a focus on the greater Toronto area as primary market and limited service in Montreal and the West Coast. The Agency and Client mutually will agree upon a Program of Activities (See Exhibit A) to be performed during the contract Period and this program will serve as the Agency's work plan until otherwise notified.

2) **TERM** - The term of this Agreement will commence on August 01, 2008 for a period of five (5) years ending on July 31, 2013.

3) **CONSIDERATION** - For professional services rendered by Agency under this Agreement, Client remuneration to the Agency is US \$ 216,000.00 per year payable in 12 equal *monthly* installments of US \$ 18,000.00. The stated retainer covers a minimum of 140 hours per month of creative and management services to Client during the term of this Agreement. Additional hours incurred by the Agency for the Client will be reviewed and reconciled on an annual basis. The monthly fee will be paid on a monthly basis and out of pocket expenses will be paid thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract.

a. The client will reimburse the Agency for all disbursements and Expenditures made by the Agency for the Client in the course of servicing the account.

For out of pocket expenses of US \$ 3,000.00 per month or US \$ 36,000.00 per year; prior approval is required for expenses above \$500.00. Expenses to include telephone, postage, photocopying, staff travel, research, media monitoring/clipping service, media mailings, impact reports, facsimile, messenger, express mail services, online press release distribution, convention or trade show registration and outside vendors used on client's behalf.



- 4) CONFIDENTIALITY - Agency will keep confidential any and all information concerning the Client's business and operation which becomes known to Agency by reason of performance as client's relations agency and which information client advises the agency to be confidential in nature.
- 5) INDEMNIFICATION - As an agent for the Client, the Agency will receive approval for all materials created and distributed to the media and the public. Hence, the Client shall indemnify, defend and hold the Agency harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorney fees and costs of any suit arising out of all appointed performance by the Agency under this agreement, except for such liability or expenses which arise from the Agency gross negligence or willful misconduct.
- 6) FORCE MAJEURE - in the event that any program or special event contracted under this Agreement does not take place, in whole or in part, due to any Act of God or force majeure, including without limitation, weather, fire, flood, strike, labor dispute or similar cause beyond the control of the parties, and/or any reason beyond the control of the Agency, it is understood and agreed that there will be no claim for damages by Client, and Agency's obligations as to such performances will be deemed waived.
- 7) CANCELLATION - In the event that the Client terminates this Agreement or cancels for any reason, the Agency will be paid its fee and all expenses obligated under this Agreement for work completed to cancellation date.
 - a. If client cancels prior to completion of a specially commissioned project, for any reason, the Agency will be reimbursed for all approved expenses incurred. The fee will be compensated to the Agency based on an agency composite rate of \$175/hour.
 - b. The parties agree that in the event the Agency is required to retain counsel for collection of any monies owed to the Agency, the Client will be responsible for payment of any and all legal fees and costs incurred by the Agency in relation to that claim, *provided that extra judicial collection costs will be limited to the amount of US \$5555,56 (Avg. 10,000)*
 - c. The term of this Agreement will automatically expire on July 31, 2013. Either party can terminate this agreement at any time with a 90 day written notice.
 - d. Client agrees not to hire or retain directly or indirectly any person employed full time by Agency during the term of this Agreement or for one year after termination of this Agreement. Agency agrees not to hire or retain directly or indirectly any person employed full time by Client during the term of this Agreement or for one year after termination of the Agreement.



- 8) **REPORTING** - The Agency will report to and receive direction from ATA HQ PR Director and ATA North America Director in exercise of the functions to be carried out. All correspondence regarding this contract should be directed to the Director of the Aruba Tourism Authority in North America and to the PR Director of the Aruba Tourism Authority, with a copy to the Managing Director and Marketing Director in Aruba. Alterations and additions to the contract must be made in writing and signed by both parties.
- 9) **MONTHLY REPORTS** - As part of services to the Client, Agency will file a monthly report to ATA - Florida and ATA - Head Quarters in Aruba. This report summarizes public relations activities undertaken by Agency on behalf on Aruba during the monthly calendar period. The monthly report will list the number and topic of release distributed, media presentations, press visits, press contracts, catalog of press inquiries, press clips and other activities as mentioned in this agreement. A year-end report with the results and the dollar value of the activities must be presented by the end of calendar year. This year-end report should contain a review on the past activities and recommendations and/or suggestions for the next calendar year.
- 10) **CONFLICT OF INTEREST** - Agency can not represent any other Caribbean island nor have any other conflicting client as per the criteria established for the PR Agency review, for the duration of this contract.
- 11) **GOVERNING LAW** - The laws of Aruba shall govern this Agreement. *The Court of First Instance of Aruba, the Joint Court of Appeal of the Netherlands Antilles and Aruba, and the Supreme Court for The Kingdom of the Netherlands* shall settle any dispute resulting from any disagreement regarding performance under, or interpretation of this agreement. In the event of a dispute, and prior to the commencement of any formal proceedings, the parties shall continue performance as set forth in the agreement and shall attempt in good faith to reach a negotiated resolution by designating a representative of appropriate authority to resolve the dispute.

In witness whereof, the Agency and the Client have duly executed this agreement on....., 2008

The Public Legal Entity of Aruba

M. Silver Associates, Inc.



Minister of Tourism and Transportation
Mr. Edison Briesen



President M. Silver Associates, Inc.
Virginia M. Sheridan