

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.

<p>Name of Registrant Fenton Communications, Inc.</p>	<p>Name of Foreign Principal Office of the Prime Minister Government of Jamaica</p>
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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.

It is a formal written contract between the registrant and the above-named foreign principal, for the performance of public relations and media services for the period of April 1, 1989 through March 30, 1991. For this period, the registrant shall receive a monthly fee of \$30,000.00 plus expenses.

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

On-going public relations and media services to inform the American public through the news media of events occurring in Jamaica. This activity will be performed by arranging news briefings and backgrounders for Jamaican government officials with North American journalists.

This activity may also include arranging trips by North American journalists to Jamaica, and dissemination of news regarding Jamaica by a newsletter and other means.

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SECTION
REGISTRATION UNIT

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

Public relations work to inform the American public about Jamaica.

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.

Our work will be to insure close, friendly relations between the United States and Jamaica. Our political activity, as defined by the act, will be confined to working with the news media, and related public relations activities to keep Americans informed about Jamaica's desire for close relations with the United States, as well as continued good economic and tourism relations with the U.S.

Date of Exhibit B March 24, 1989	Name and Title David S. Fenton, President	Signature 
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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.

AGREEMENT

An AGREEMENT made the 1st day of April, 1989 BETWEEN the GOVERNMENT OF JAMAICA, through the Office of the Prime Minister, having its offices at 1 Devon Road, Kingston 10 (hereinafter called the "Government") of ONE PART AND FENTON COMMUNICATIONS INC., a New York Corporation formed and existing under the Law of the State of New York, U.S.A., having its offices at 1755 S. Street. N.W., Washington, D.C. 20009 (hereinafter called Communications of the OTHER PART.

WITNESSETH

WHEREAS, The Government desires that Communications provide public relations services for the Government of Jamaica in the United States; and;

WHEREAS, Communications desires to render such public relations services to the Government;

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and agreements herein contained it is agreed between the parties as follows:

1. SERVICES

During the term hereof Communications undertakes and agrees with the Government that it will at all times during the continuance in force of this Agreement observe and perform the terms and conditions set out in this Agreement and in particular

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- a) That Communications shall serve as the public relations representative of the Prime Minister's Office in North America for publicity and communication work;
- b) That Communications shall work with representatives of the Government and its agents to devise an information strategy to bring its message to the North American public;
- c) That Communications will work closely with the North American media who write and broadcast about Jamaica to ensure that Jamaica's point of view is well and accurately represented;
- d) That Communications will, as requested, arrange all media appearances and background briefings during North American visits of the Prime Minister or other government officials. Executive staff of Communications will travel with the Prime Minister or other officials as necessary on request;
- e) That Communications will be available to consult with the Government on any work being done by Communications for the Government;
- f) That Communications will report in writing to the Government within one month of the end of every month upon the development of its work in relation to the

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implementation of the strategy together with its reasoned views on prospects therein in the immediate future.

- g) That Communications will maintain proper books of accounts in relation to consultancy work being done for Government, which shall be available upon request for inspection by any persons duly authorized by Government.

2. COMPENSATION

As compensation for the services to be performed by Communications hereunder, the Government agrees to provide Communications a total budget allowance of not less than US\$ 635,000 for fees (see Appendix) and out of pocket expenses.

Budget allowance shall be payable as follows:

- a) Communications staff time charges for services of staff members of Communications will be billed at the monthly rate of US\$ ^{21,000}~~30,000~~ per month;

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b) Expenses

- i. The Government shall also reimburse Communications for or on behalf of or for the benefit of Government, which are estimated at being not less than US\$ 225,000 . Communications shall invoice

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such expenses as incurred on a monthly basis in a detailed fashion.

- ii. All monthly billings will be done by invoice and will be supported and evidenced by vouchers for such expenditures. Such invoices shall be payable within twenty (20) days of receipt and verification of same.
- iii. Expenses to be reimbursed include long distance phone calls, postage, messenger, air express service, xerox copying, facsimile transmission, design and printing, the rental of news conference or briefing facilities and travel (business class) and hotel charges as needed.
- iv. Additional major expenses will be billed on a monthly basis in the amount (s) agreed in writing in advance with Government.
- c) At the end of each year of this Agreement, the account of the Government with Communications shall be settled by the parties within three (3) months thereof.

3. TERM

- a) This Agreement shall take effect from the 1st day of April, 1989 and shall continue in force for a period of two years subject to determination by either side on

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ninety (90) days notice. This Agreement shall be negotiated and renewed afterwards on an annual basis upon mutual agreement of both parties. The parties agree to commence such negotiations for renewal no later than the 1st day of December, 1990.

- b) Government shall also indemnify Communications against any claim or other charges arising out of the publication, distribution or dissemination of information by Communications prepared for the Government provided, however, that such materials received specific prior approval from the Government, as provided for elsewhere in this Agreement.
- c) The Government shall have the right at any time by giving notice in writing to Communications to terminate this Agreement forthwith in any of the following events:
 - i. If Communications commits a breach of the terms or conditions of this Agreement;
 - ii. If Communications enters into liquidation whether compulsorily or voluntarily or is adjudicated bankrupt or compounds with its creditors or take or suffer any similar action in consequence of debt;

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- iii. If from any cause except for acts of God or any civil disturbances Communications is prevented from performing its duties hereunder for a period of thirty (30) days or for a total period of forty-five (45) days in any one period of twelve calendar months.

4. REPRESENTATIONS OF COMMUNICATIONS

Communications represents to the Government that it has the full right, power and authority to enter into, and to perform its obligations under, this Agreement. This Agreement has been duly and validly authorized, executed and delivered by it, and this Agreement constitutes its valid and binding obligation enforceable in accordance with its terms.

5. REPRESENTATIONS OF THE GOVERNMENT

Government represents to Communications that it has taken all governmental action necessary to duly and validly authorize the execution, delivery and performance of this Agreement, and to this end this constitutes a valid and binding agreement.

6. NOTICES

All notices under this Agreement shall be in writing and

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shall be deemed to have been duly given when delivered personally or after fourteen (14) days thereof, if mailed, by certified or registered first class mail postage prepaid return receipt requested, to the party to whom the same is directed (or such address as a party may have specified by notice to the other party):

If to Government, to it at:

Office of the Prime Minister

1 Devon Road

Kingston 10, Jamaica

If to Communications to it at:

1755 S. Street, N.W.

Washington D.C. 20009.

7. GOVERNING LAW

This Agreement shall be deemed to have been made in Jamaica and the construction validity and performance of this Agreement shall be governed in all respects by Jamaican Law.

Any dispute, difference or question which may arise at any time hereafter between the Government and Communications touching the true construction of this Agreement or the rights and liabilities of the parties hereto, shall unless otherwise herein

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expressly provided, be referred to the decision of a single arbitrator to be agreed upon between the parties or in default of agreement for fourteen (14) days to be appointed at the request of either party by the Secretary of the General Legal Council of Jamaica in accordance with and subject to the provisions of the Arbitration Act of Jamaica, any statutory modifications or re-enactment thereof, for the time being in force.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements and understandings, oral or written, between the parties with respect to that subject.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Made in Kingston, Jamaica on the 21st day of March, 1989.

In witness of: *David S. Fenton*

In witness of: *[Signature]*

FENTON COMMUNICATIONS, INC.

GOVERNMENT OF JAMAICA

BY: *David S. Fenton*

BY: *[Signature]*

David S. Fenton, President

FENTON COMMUNICATIONS BUDGET

1989-1990

I. Fee	360,000 <i>372,000</i>	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <i>OP</i> <hr/> </div>
II. Expenses (United States & Canada)	225,000	
III. Special Projects (as approved)	50,000 <i>38,000</i>	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <i>OP</i> <hr/> </div>
	\$635,000	