

REVISED

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

OMB No. 105-0007

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. This form shall be filed in triplicate 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, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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

Name of Registrant  
FENTON COMMUNICATIONS

Name of Foreign Principal  
GOVERNMENT OF JAMAICA

Check Appropriate Boxes:

- 1.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- 2.  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 three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3.  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 the expenses, if any, to be received.

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GENERAL SECURITY  
SECTION  
Criminal Division  
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4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

This is a renewal of our contract for public relations services to the Government of Jamaica. It is self-explanatory. It calls for us to be paid a monthly fee for certain purely informational services for the government, and to be reimbursed for expenses for the next two years.

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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.

As we have, for the past two years, our firm will serve as a source of information about activities and policies of Jamaica to the North American media, both print and broadcast. We will send out press releases, arrange interviews for Jamaican officials, assist American reporters visiting Jamaica, publish a regular newsletter on Jamaican affairs, promote Jamaican culture, and engage in other public relations and informational activities for the Government of Jamaica. We will also advise them on the impact of their actions on American public opinion.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?  
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.

The means will be purely informational -- through articles, press releases, videos, newsletters, speeches, tv appearances, interviews and the like. The purpose is to foster continued positive relations between Jamaica and the U.S., to explain the policies of the Government of Jamaica, to foster tourism and investment in Jamaica by Americans.

Date of Exhibit B

May 10, 1991

Name and Title

DAVID FENTON, PRESIDENT

Signature



<sup>1</sup>Political 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, 1991  
BETWEEN THE GOVERNMENT OF JAMAICA, through the  
Ministry of Information and Culture, having its offices  
at 2A 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 follow:

1. SERVICES

During the term hereof Communications undertakes  
and agrees with the Government that it will at all times

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MAY 10 1991  
INTERNAL SECURITY  
REGISTRATION UNIT

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during the continuance in force of this Agreement  
observe and perform the terms and conditions set out in  
this Agreement and in particular

- a) That Communications shall serve as the public relations representative of the Ministry of Information and Culture 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;

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- 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 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 submitted to the Ministry of Information and Culture annually.

2. COMPENSATION

As compensation for the services to be performed by Communications hereunder, the Government agrees to pay Communications a fee of US\$457,200 per annum. The fee of US\$457,200 per annum includes US\$48,000 per annum previously carried by the Jamaica Information Service (JIS).

EXPENSES

- i. The Government shall also reimburse Communications for expenses incurred on behalf of or for the benefit of Government over and above those normally attendant on the functions of a Public Relations representative, which are estimated to be of the order of US\$150,000 including use of the Easy-link system. Communications shall invoice such expenses 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-eight (28) days of receipt and verification of same. Both the basic fee and the billed expenses shall be paid monthly. In the case of the Fee it shall be due on the 1st of each month in advance.
- iii. Expenses to be reimbursed include long distance phone calls, postage, air express, service, xerox copying, facsimile transmission, design and printing, the rental of news conference or briefing facilities and travel (business class) and related hotel charges.

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iv. Additional major expenses will be billed on a monthly basis in the amount(s) agreed in writing in advance with Government.

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, 1991 and shall continue in force for a period of two years subject to determination by either side on ninety (90) days notice. This Agreement can be negotiated and renewed upon mutual agreement of both parties. The parties agree to finalise such negotiations for renewal no later than the 30th day of January, 1993.

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;
  - 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.

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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 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

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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:

Ministry of Information & Culture

2A 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 expressly provided, be referred to the decision of a single arbitrator to be

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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 reenactment 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 <sup>15<sup>th</sup></sup> day of May, 1991.

In witness of: Attene Miller

In witness of: Attene Miller

FENTON COMMUNICATIONS, INC.

GOVERNMENT OF JAMAICA

BY: [Signature]  
David S. Fenton, President

BY: [Signature]

APPENDIX

FENTON COMMUNICATIONS BUDGET

1990-1991

		US \$
1.	Fee	457,200
11.	Expenses [United States & Canada]	<u>150,000</u>