

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 .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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 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 The Brock Group 1155 Connecticut Ave, N. W. Washington, D. C. 20036	2. Registration No. 4310
3. Name of foreign principal Bacardi Company Limited	4. Principal address of foreign principal P. O. Box N-4880 Nassau, Bahamas

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
 - Committee
 - Corporation
 - Voluntary group
 - Association
 - Other (specify) _____
- Individual—State his 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.

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

- a) Principal address
N/A
- 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

Manufacture and distribution of distilled spirits, principally rum.

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.)

N/A

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.

Privately owned corporation.

Date of Exhibit A	Name and Title	Signature
November 29, 1990	Dennis Whitfield Managing Partner	

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.

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Name of Registrant	Name of Foreign Principal
The Brock Group	Bacardi Company Limited

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

Contact anticipated by telephone or in person with members of public and private sector, particularly in areas of developing trade and economic matters related to international trademark protection.

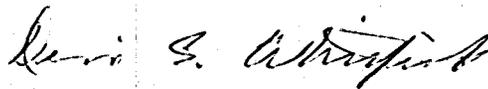
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

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

None planned at this time.

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
November 27, 1990	Dennis Whitfield Managing Partner	

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

This agreement is made this 3rd day of October, 1990 between The Brock Group (TBG) of Washington, D.C. and Bacardi & Company Limited (Bacardi) of Nassau, Bahamas.

STATEMENT OF WORK: PROVIDE ASSISTANCE TO BACARDI TO FACILITATE ITS EFFORT TO REGISTER ITS TRADEMARK IN CERTAIN EUROPEAN COUNTRIES AND TO ENSURE THE CONTINUING APPLICATION OF THAT RIGHT.

1.0 Scope: This agreement describes support services to be performed by The Brock Group (TBG) for Bacardi & Company Limited (Bacardi)

1.1 Task Description: Working closely with Bacardi executives and their legal counsel, TBG will study, analyze, interpret and advise Bacardi on political and other matters designed to assist Bacardi to register its trademark in the following countries and to ensure the continuing application of that right: Poland, Hungary, Czechoslovakia, Romania, Germany (those states which were previously in the German Democratic Republic but which after unification become part of the Federal Republic of Germany), and Bulgaria.

2.0 TBG Responsibilities: TBG is to supply regular reports covering the topics listed above and to keep Bacardi and its counsel fully informed of its activities. In addition, TBG's senior staff is to be available to provide updates on any topic mutually deemed germane and which falls within the scope of this agreement.

2.1 Principal TBG project officer: Otto J. Reich

2.2 Principal Bacardi Representative: To be determined by Bacardi. (All individuals from whom TBG is expected to receive direction or to whom TBG should report shall be identified by Bacardi in writing).

3.0 Consideration: In consideration for its consulting services, TBG is to receive the following:

a) **Fees:** A sum of twelve thousand five hundred dollars (US\$12,500.00) per month plus expenses for the duration of this contract. Payments will be made in quarterly installments in advance. The fee is subject to mutual review on or about the initial six-month anniversary of this contract. Any adjustment of the fee shall be subject to mutual approval.

b) Expenses: Routine expenses or office costs will be borne by TBG. TBG is authorized to incur reasonable expenses directly related to the furtherance of appropriate and mutually agreed-upon goals, including reasonable expenses for entertainment, domestic or international travel (Business Class or equivalent) and lodging and meals. TBG agrees to consult with and obtain prior approval from Bacardi before incurring any extraordinary expenses or travel on its behalf. Bacardi will reimburse TBG for all such expenses or travel upon the presentation from time to time, of an itemized account of such expenditures supported by sufficient documentation of the expenditures and explanations for their purpose.

4.0 Additional Work: It is understood and agreed that in the event that Bacardi should decide to enlarge the scope of work during the duration of this contract, then the compensation level will be adjusted upward accordingly.

5.0 Term of the Contract: The initial period of performance will be from October 1, 1990 to September 30, 1991.

5.1 Renewal: This contract is automatically renewed on an annual basis unless terminated as provided herein.

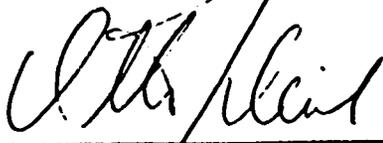
5.2 Termination: This agreement may be terminated by either party upon two months' advance written notice. All amounts due and owing as of the date of termination shall be due within thirty (30) days thereafter.

6.0 Publicity: TBG shall have no authority to enter into any agreement on behalf of, or otherwise bind, Bacardi. TBG shall not hold itself out as the representative or agent of Bacardi and shall not use the name or trademarks of Bacardi, or any description of its business relationship with Bacardi, in any advertisement, promotional material, description of its business, governmental filings, publicity, or any other materials, without the prior written consent of Bacardi.

7.0 Confidentiality: TBG covenants and Agrees with Bacardi that it will at all times, both during the continuance and after the termination of this agreement, keep strictly confidential all non-public, confidential or proprietary information concerning Bacardi, its products and their formulae, operations, shareholders and related entities, including, without limitation of the generality of the foregoing, sales, marketing and distribution information, projects and plans relating to the marketing and distribution of its products and the subject matter of this agreement, information relating to its corporate structure, its stockholders and entities related to its stockholders and information relating to its relationship to its suppliers, distributors and customers which TBG may receive from Bacardi, or in any other manner. TBG shall ensure that said information shall be made known only to those

employees who need to know such information in order carry out the purposes of this agreement and who are bound by reasonable provisions incorporating the secrecy obligations set out in this clause, TBG will not disclose such information in any manner whatsoever, in whole or in part, without the prior written consent of Bacardi and shall not use such information other than to carry out the purposes of this agreement, TBG will make necessary arrangements to deliver to Bacardi, in accordance with such instructions as may be given by Bacardi, all written, graphic or other materials comprising or containing any information subject to the obligations of confidence hereunder. In the event that TBG may become legally compelled to disclose any information subject to obligations of confidence hereunder, TBG will provide Bacardi with prompt notice so that Bacardi may seek a protective order or other appropriate remedy.

For The Brock Group:



Otto J. Reich
Partner

For Bacardi & Company Limited



Manuel Jorge Cutillas
President



Katina Mezulanik
Assistant Vice President

Signatories to this document represent that they have the authority to bind the parties to this agreement.