

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 Pace Advertising, 485 Fifth Avenue, New York, New York, 10017	2. Registration No. 4508
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3. Name of foreign principal Antigua & Barbuda Department of Tourism	4. Principal address of foreign principal St, John's, Antigua West Indies 4508
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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:

<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 his nationality _____

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

a) Branch or agency represented by the registrant. Tourism Department

b) Name and title of official with whom registrant deals. Ms. Yvonne Maginley
Director General of Tourism

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

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,

a) State the nature of the business or activity of this foreign principal

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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.)

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 <i>APR 29, 1991</i>	Name and Title Michael J. Youngman Director, Travel and Tourism Accounts	Signature <i>Michael Youngman</i>
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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	Name of Foreign Principal
Pace Advertising	Antigua & Barbuda Department of Tourism

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.

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

The agreement provides the terms and conditions under which the Agency will develop and place advertising or other promotions on behalf of the client.

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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.

Development and placement of advertising for Antigua tourism product in broadcast and print media in the United States.

Design and development of collateral promotional material.

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.

Date of Exhibit B

Apr. 29, 1991

Name and Title

Michael J. Youngman
Director, Travel and Tourism
Accounts

Signature



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.

PACE

ADVERTISING • MARKETING • PUBLIC RELATIONS

March 27, 1991

Hon. Dr. Rodney Williams
Minister of Economic Development and Tourism
Antigua Ministry of Economic Development and Tourism
St. John's
Antigua, West Indies

Dear Minister Williams:

Please accept this letter as acknowledgement of the appointment of Pace Advertising (formerly Tromson Monroe) as the advertising agency for the Antigua Ministry of Tourism and as confirmation of the basis on which we are operating in servicing you.

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 a 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.

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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 interest, 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 set rates.
- C. On art work, 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. 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.

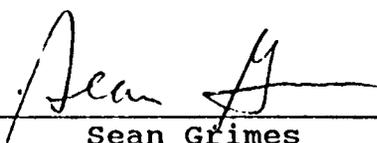
V. Duration of Agreement

This agreement is effective Retroactive to January 1, 1991 and will remain in full force unless cancelled by either party, or 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.

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

PACE ADVERTISING



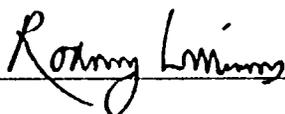
Sean Grimes
Executive Vice President



Michael Youngman
Vice President

This agreement is accepted on behalf of:

ANTIGUA MINISTRY OF TOURISM

By: 

Date: April 8th, 1991