

For Six Month Period Ending 3/31/10  
(Insert date)

**I - REGISTRANT**

1. (a) Name of Registrant (b) Registration No.  
Missy Farren & Associates, Ltd. d/b/a MFA 5949

(c) Business Address(es) of Registrant  
206 Bon Air Avenue, New Rochelle, NY 10804

2. Has there been a change in the information previously furnished in connection with the following:

- (a) If an individual:
- |                           |                              |                             |
|---------------------------|------------------------------|-----------------------------|
| (1) Residence address(es) | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (2) Citizenship           | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (3) Occupation            | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
- (b) If an organization:
- |                          |                              |  |
|--------------------------|------------------------------|--|
| (1) Name                 | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (2) Ownership or control | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (3) Branch offices       | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
- (c) Explain fully all changes, if any, indicated in items (a) and (b) above.

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**IF THE REGISTRANT IS AN INDIVIDUAL, OMIT RESPONSE TO ITEMS 3, 4 AND 5(a).**

3. If you have previously filed Exhibit C<sup>1</sup>, state whether any changes therein have occurred during this 6 month reporting period.

Yes  No

If yes, have you filed an amendment to the Exhibit C? Yes  No

If no, please attach the required amendment.

<sup>1</sup> The Exhibit C, for which no printed form is provided, consists of a true copy of the charter, articles of incorporation, association, and by laws of a registrant that is an organization. (A waiver of the requirement to file an Exhibit C may be obtained for good cause upon written application to the Assistant Attorney General, National Security Division, U.S. Department of Justice, Washington, DC 20530.)

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4. (a) Have any persons ceased acting as partners, officers, directors or similar officials of the registrant during this 6 month reporting period? Yes  No

If yes, furnish the following information:

Name	Position	Date connection ended
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(b) Have any persons become partners, officers, directors or similar officials during this 6 month reporting period?

Yes  No

If yes, furnish the following information:

Name	Residence address	Citizenship	Position	Date assumed
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5. (a) Has any person named in item 4(b) rendered services directly in furtherance of the interests of any foreign principal?

Yes  No

If yes, identify each such person and describe his service.

(b) Have any employees or individuals, who have filed a short form registration statement, terminated their employment or connection with the registrant during this 6 month reporting period? Yes  No

If yes, furnish the following information:

Name	Position or connection	Date terminated
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(c) During this 6 month reporting period, has the registrant hired as employees or in any other capacity, any persons who rendered or will render services to the registrant directly in furtherance of the interests of any foreign principal(s) in other than a clerical or secretarial, or in a related or similar capacity? Yes  No

If yes, furnish the following information:

Name	Residence address	Citizenship	Position	Date assumed
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6. Have short form registration statements been filed by all of the persons named in Items 5(a) and 5(c) of the supplemental statement?

Yes  No

If no, list names of persons who have not filed the required statement.

**II - FOREIGN PRINCIPAL**


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7. Has your connection with any foreign principal ended during this 6 month reporting period?

Yes  No

If yes, furnish the following information:

Name of foreign principal

Date of termination

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8. Have you acquired any new foreign principal<sup>2</sup> during this 6 month reporting period?

Yes  No

If yes, furnish the following information:

Name and address of foreign principal

Date acquired

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9. In addition to those named in Items 7 and 8, if any, list foreign principals<sup>2</sup> whom you continued to represent during the 6 month reporting period.

The Cayman Islands Department of Tourism

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10. **EXHIBITS A AND B**

(a) Have you filed for each of the newly acquired foreign principals in Item 8 the following:

Exhibit A<sup>3</sup> Yes  No   
 Exhibit B<sup>4</sup> Yes  No

If no, please attach the required exhibit.

(b) Have there been any changes in the Exhibits A and B previously filed for any foreign principal whom you represented during the 6 month period? Yes  No

If yes, have you filed an amendment to these exhibits? Yes  No

If no, please attach the required amendment.

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<sup>2</sup> The term "foreign principal" includes, in addition to those defined in Section 1(b) of the Act, an individual organization any of whose activities are directly or indirectly supervised, directed, controlled, financed, or subsidized in whole or in major part by a foreign government, foreign political party, foreign organization or foreign individual. (See Rule 100(a)(9).) A registrant who represents more than one foreign principal is required to list in the statements he files under the Act only those principals for whom he is not entitled to claim exemption under Section 3 of the Act. (See Rule 208.)

<sup>3</sup> The Exhibit A, which is filed on Form NSD-3 (Formerly CRM-157), sets forth the information required to be disclosed concerning each foreign principal.

<sup>4</sup> The Exhibit B, which is filed on Form NSD-4 (Formerly CRM-155), sets forth the information concerning the agreement or understanding between the registrant and the foreign principal.

### III - ACTIVITIES

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11. During this 6 month reporting period, have you engaged in any activities for or rendered any services to any foreign principal named in Items 7, 8, and 9 of this statement? Yes  No

If yes, identify each such foreign principal and describe in full detail your activities and services:

The Cayman Islands Department of Tourism

The Registrant provides public relations services to the Foreign Principal.

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12. During this 6 month reporting period, have you on behalf of any foreign principal engaged in political activity<sup>5</sup> as defined below? Yes  No

If yes, identify each such foreign principal and describe in full detail all such political activity, indicating, among other things, the relations, interests and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored or delivered speeches, lectures or radio and TV broadcasts, give details as to dates and places of delivery, names of speakers and subject matter.

The Registrant activities are political in nature only to the extent that they affect the public interest regarding the Cayman Islands Department of Tourism. The Registrant promotes tourism to the Cayman Islands by providing public relations services to the Cayman Islands Department of Tourism.

The Registrant has not arranged, sponsored, or delivered speeches, lectures, or radio and tv broadcast on behalf of the Foreign Principal.

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13. In addition to the above described activities, if any, have you engaged in activity on your own behalf which benefits any or all of your foreign principals? Yes  No

If yes, describe fully.

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<sup>5</sup> The term "political activities" means any activity that 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.

IV - FINANCIAL INFORMATION

14. (a) RECEIPTS - MONIES

During this 6 month reporting period, have you received from any foreign principal named in Items 7, 8, or 9 of this statement, or from any other source, for or in the interests of any such foreign principal, any contributions, income or money either as compensation or otherwise? Yes [x] No [ ]

If no, explain why.

If yes, set forth below in the required detail and separately for each foreign principal an account of such monies<sup>6</sup>.

Date	From whom	Purpose	Amount
See attached:	Addendum I		

\$ 232,498.95

Total

(b) RECEIPTS - FUND RAISING CAMPAIGN

During this 6 month reporting period, have you received, as part of a fund raising campaign<sup>7</sup>, any money on behalf of any foreign principal named in items 7, 8, or 9 of this statement? Yes [ ] No [x]

If yes, have you filed an Exhibit D<sup>8</sup> to your registration? Yes [ ] No [ ]

If yes, indicate the date the Exhibit D was filed. Date \_\_\_\_\_

(c) RECEIPTS - THINGS OF VALUE

During this 6 month reporting period, have you received any thing of value<sup>9</sup> other than money from any foreign principal named in Items 7, 8, or 9 of this statement, or from any other source, for or in the interests of any such foreign principal? Yes [ ] No [x]

If yes, furnish the following information:

Name of foreign principal	Date received	Description of thing of value	Purpose
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<sup>6, 7</sup> A registrant is required to file an Exhibit D if he collects or receives contributions, loans, money, or other things of value for a foreign principal, as part of a fund raising campaign. (See Rule 201(e).)

<sup>8</sup> An Exhibit D, for which no printed form is provided, sets forth an account of money collected or received as a result of a fund raising campaign and transmitted for a foreign principal.

<sup>9</sup> Things of value include but are not limited to gifts, interest free loans, expense free travel, favored stock purchases, exclusive rights, favored treatment over competitors, "kickbacks," and the like.

15. (a) **DISBURSEMENTS – MONIES**

During this 6 month reporting period, have you

(1) disbursed or expended monies in connection with activity on behalf of any foreign principal named in Items 7, 8, or 9 of this statement? Yes  No

(2) transmitted monies to any such foreign principal? Yes  No

If no, explain in full detail why there were no disbursements made on behalf of any foreign principal.

If yes, set forth below in the required detail and separately for each foreign principal an account of such monies, including monies transmitted, if any, to each foreign principal.

Date	To whom	Purpose	Amount
See attached:	Addendum II		

\$ 34,037.95  

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Total

**(b) DISBURSEMENTS – THINGS OF VALUE**

During this 6 month reporting period, have you disposed of anything of value<sup>10</sup> other than money in furtherance of or in connection with activities on behalf of any foreign principal named in Items 7, 8, or 9 of this statement?

Yes  No

If yes, furnish the following information:

Date disposed	Name of person to whom given	On behalf of what foreign principal	Description of thing of value	Purpose
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**(c) DISBURSEMENTS – POLITICAL CONTRIBUTIONS**

During this 6 month reporting period, have you from your own funds and on your own behalf either directly or through any other person, made any contributions of money or other things of value<sup>11</sup> in connection with an election to any political office, or in connection with any primary election, convention, or caucus held to select candidates for political office?

Yes  No

If yes, furnish the following information:

Date	Amount or thing of value	Name of political organization	Name of candidate
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<sup>10, 11</sup> Things of value include but are not limited to gifts, interest free loans, expense free travel, favored stock purchases, exclusive rights, favored treatment over competitors, "kickbacks" and the like.

V - INFORMATIONAL MATERIALS

16. During this 6 month reporting period, did you prepare, disseminate or cause to be disseminated any informational materials<sup>12</sup>?  
Yes  No

IF YES, RESPOND TO THE REMAINING ITEMS IN SECTION V.

17. Identify each such foreign principal.

The Cayman Islands Department of Tourism

18. During this 6 month reporting period, has any foreign principal established a budget or allocated a specified sum of money to finance your activities in preparing or disseminating informational materials? Yes  No

If yes, identify each such foreign principal, specify amount, and indicate for what period of time.

19. During this 6 month reporting period, did your activities in preparing, disseminating or causing the dissemination of informational materials include the use of any of the following:

- Radio or TV broadcasts
- Magazine or newspaper articles
- Motion picture films
- Letters or telegrams
- Advertising campaigns
- Press releases
- Pamphlets or other publications
- Lectures or speeches
- Internet
- Other (specify) \_\_\_\_\_

20. During this 6 month reporting period, did you disseminate or cause to be disseminated informational materials among any of the following groups:

- Public officials
- Newspapers
- Libraries
- Legislators
- Editors
- Educational institutions
- Government agencies
- Civic groups or associations
- Nationality groups
- Other (specify) \_\_\_\_\_

21. What language was used in the informational materials:

- English
- Other (specify) \_\_\_\_\_

22. Did you file with the Registration Unit, U.S. Department of Justice a copy of each item of such informational materials disseminated or caused to be disseminated during this 6 month reporting period? Yes  No

23. Did you label each item of such informational materials with the statement required by Section 4(b) of the Act? Yes  No

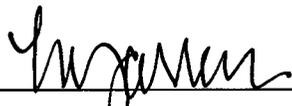
<sup>12</sup> The term informational materials includes any oral, visual, graphic, written, or pictorial information or matter of any kind, including that published by means of advertising, books, periodicals, newspapers, lectures, broadcasts, motion pictures, or any means or instrumentality of interstate or foreign commerce or otherwise. Informational materials disseminated by an agent of a foreign principal as part of an activity in itself exempt from registration, or an activity which by itself would not require registration, need not be filed pursuant to Section 4(b) of the Act.

**VI – EXECUTION**

In accordance with 28 U.S.C. §1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature )

(Type or print name under each signature<sup>13</sup>)

  
\_\_\_\_\_  
M. Farren

4/28/10  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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<sup>13</sup> This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.





**U.S. Department of Justice**

National Security Division

*Washington, DC 20530*

THIS FORM IS TO BE AN OFFICIAL ATTACHMENT TO YOUR CURRENT SUPPLEMENTAL  
STATEMENT - PLEASE EXECUTE IN TRIPPLICATE

SHORT-FORM REGISTRATION INFORMATION SHEET

SECTION A

The Department records list active short-form registration statements for the following persons of your organization filed on the date indicated by each name. If a person is not still functioning in the same capacity directly on behalf of the foreign principal, please show the date of termination.

**Short Form List for Registrant: Missy Farren & Associates, Ltd. d/b/a MFA**

Last Name	First Name and Other Names	Registration Date	Termination Date	Role
Farren Kincheloe	Mary E.	09/02/2009		
Capacchione	Agatha	09/02/2009		
Snow-Thomas	Silvie	09/02/2009		

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# ADDENDUM I

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CRM/ISS/REGISTRATION UNIT

Missy Farren & Assoc., Ltd.  
Transaction List by Customer  
October 2009 through March 2010

Type	Date	Num	Amount
<b>33-A Cayman Islands D.O.T.</b>			
Payment	10/2/2009	24508	15,397.67
Payment	10/2/2009	24507	33,000.00
Payment	12/11/2009	24681	4,970.72
Payment	12/11/2009	24509	33,000.00
Payment	1/4/2010	24732	33,000.00
Payment	1/8/2010	24756	33,000.00
Payment	1/8/2010	24755	8,953.43
Payment	2/1/2010	24835	5,177.13
Payment	2/17/2010	24885	33,000.00
Payment	3/19/2010	25015	33,000.00

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232,498.95

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# ADDENDUM II

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**Missy Farren & Assoc., Ltd.**  
**Item QuickReport**  
 October 2009 through March 2010

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Type	Date	Num	Name	Amount
<b>Service</b>				
<b>Reimbursed Expenses</b>				
<b>Telephone/Internet</b>				
Invoice	10/28/2009	4000SepExp	33-A Cayman Islands D.O.T.	-1,029.94
Invoice	11/28/2009	4021OctExp	33-A Cayman Islands D.O.T.	-921.98
Invoice	12/23/2009	4036NovExp	33-A Cayman Islands D.O.T.	-900.85
Invoice	1/22/2010	4048DecExp	33-A Cayman Islands D.O.T.	-904.69
Invoice	2/26/2010	4063JanExp	33-A Cayman Islands D.O.T.	-1,462.96
Invoice	3/29/2010	4083FebExp	33-A Cayman Islands D.O.T.	-892.72
Total Telephone/Internet				-6,113.14
<b>Postage/Fedex</b>				
Invoice	10/28/2009	4000SepExp	33-A Cayman Islands D.O.T.	-139.73
Invoice	11/28/2009	4021OctExp	33-A Cayman Islands D.O.T.	-159.03
Invoice	12/23/2009	4036NovExp	33-A Cayman Islands D.O.T.	-124.66
Invoice	1/22/2010	4048DecExp	33-A Cayman Islands D.O.T.	-98.97
Invoice	2/26/2010	4063JanExp	33-A Cayman Islands D.O.T.	-119.11
Invoice	3/29/2010	4083FebExp	33-A Cayman Islands D.O.T.	-174.87
Total Postage/Fedex				-816.37
<b>Copying (Pims)</b>				
Invoice	10/28/2009	4000SepExp	33-A Cayman Islands D.O.T.	-139.57
Invoice	11/28/2009	4021OctExp	33-A Cayman Islands D.O.T.	-222.69
Invoice	12/23/2009	4036NovExp	33-A Cayman Islands D.O.T.	-10.89
Invoice	1/22/2010	4048DecExp	33-A Cayman Islands D.O.T.	-143.04
Total Copying (Pims)				-516.19
<b>Messengers</b>				
Invoice	10/28/2009	4000SepExp	33-A Cayman Islands D.O.T.	-43.50
Invoice	11/28/2009	4021OctExp	33-A Cayman Islands D.O.T.	-23.70
Invoice	1/22/2010	4048DecExp	33-A Cayman Islands D.O.T.	-40.35
Invoice	2/26/2010	4063JanExp	33-A Cayman Islands D.O.T.	-15.98
Invoice	3/29/2010	4083FebExp	33-A Cayman Islands D.O.T.	-21.98
Total Messengers				-145.51
<b>Transportation</b>				
Invoice	10/28/2009	4000SepExp	33-A Cayman Islands D.O.T.	-173.42
Invoice	11/28/2009	4021OctExp	33-A Cayman Islands D.O.T.	-418.40
Invoice	12/23/2009	4036NovExp	33-A Cayman Islands D.O.T.	-70.40
Invoice	1/22/2010	4048DecExp	33-A Cayman Islands D.O.T.	-192.75
Invoice	2/26/2010	4063JanExp	33-A Cayman Islands D.O.T.	-372.15
Invoice	3/29/2010	4083FebExp	33-A Cayman Islands D.O.T.	-107.13
Total Transportation				-1,334.25
<b>Airfare</b>				
Invoice	10/28/2009	4000SepExp	33-A Cayman Islands D.O.T.	-904.23
Invoice	11/28/2009	4021OctExp	33-A Cayman Islands D.O.T.	-1,574.45
Invoice	12/23/2009	4036NovExp	33-A Cayman Islands D.O.T.	-1,341.90
Invoice	1/22/2010	4048DecExp	33-A Cayman Islands D.O.T.	-145.00
Invoice	2/26/2010	4063JanExp	33-A Cayman Islands D.O.T.	-2,519.80
Total Airfare				-6,485.38
<b>Hotel/Gratuity</b>				
Invoice	10/28/2009	4000SepExp	33-A Cayman Islands D.O.T.	-235.80
Invoice	11/28/2009	4021OctExp	33-A Cayman Islands D.O.T.	-620.60
Invoice	1/22/2010	4048DecExp	33-A Cayman Islands D.O.T.	-15.00
Invoice	2/26/2010	4063JanExp	33-A Cayman Islands D.O.T.	-43.00
Total Hotel/Gratuity				-914.40
<b>Meals</b>				
Invoice	10/28/2009	4000SepExp	33-A Cayman Islands D.O.T.	-378.72
Invoice	11/28/2009	4021OctExp	33-A Cayman Islands D.O.T.	-481.32
Invoice	12/23/2009	4036NovExp	33-A Cayman Islands D.O.T.	-486.07
Invoice	1/22/2010	4048DecExp	33-A Cayman Islands D.O.T.	-320.80
Invoice	2/26/2010	4063JanExp	33-A Cayman Islands D.O.T.	-402.75
Invoice	3/29/2010	4083FebExp	33-A Cayman Islands D.O.T.	-262.85
Total Meals				-2,332.51

**Missy Farren & Assoc., Ltd.**  
**Item QuickReport**  
 October 2009 through March 2010

Type	Date	Num	Name	Amount
<b>Clippings (Burrelles)</b>				
Invoice	10/28/2009	4000SepExp	33-A Cayman Islands D.O.T.	-602.73
Invoice	11/28/2009	4021OctExp	33-A Cayman Islands D.O.T.	-701.36
Invoice	12/23/2009	4036NovExp	33-A Cayman Islands D.O.T.	-845.53
Invoice	1/22/2010	4048DecExp	33-A Cayman Islands D.O.T.	-630.78
Invoice	2/26/2010	4063JanExp	33-A Cayman Islands D.O.T.	-1,165.16
Invoice	3/29/2010	4083FebExp	33-A Cayman Islands D.O.T.	-3,277.48
Total Clippings (Burrelles)				-7,223.04
<b>Clip Measure (VMS)</b>				
Invoice	10/28/2009	4000SepExp	33-A Cayman Islands D.O.T.	-208.33
Invoice	11/28/2009	4021OctExp	33-A Cayman Islands D.O.T.	-208.33
Invoice	12/23/2009	4036NovExp	33-A Cayman Islands D.O.T.	-208.33
Invoice	1/22/2010	4048DecExp	33-A Cayman Islands D.O.T.	-208.33
Invoice	2/26/2010	4063JanExp	33-A Cayman Islands D.O.T.	-208.33
Invoice	3/29/2010	4083FebExp	33-A Cayman Islands D.O.T.	-208.33
Total Clip Measure (VMS)				-1,249.98
<b>Photo/Video (NY News Monitor)</b>				
Invoice	2/26/2010	4063JanExp	33-A Cayman Islands D.O.T.	-245.64
Total Photo/Video (NY News Monitor)				-245.64
<b>Magazines/Research</b>				
Invoice	1/22/2010	4048DecExp	33-A Cayman Islands D.O.T.	-5.00
Invoice	2/26/2010	4063JanExp	33-A Cayman Islands D.O.T.	-214.99
Total Magazines/Research				-219.99
<b>Press Releases (PR Newswire)</b>				
Invoice	2/26/2010	4063JanExp	33-A Cayman Islands D.O.T.	-940.00
Total Press Releases (PR Newswire)				-940.00
<b>Media Gifts/Splys/Misc</b>				
Invoice	11/28/2009	4021OctExp	33-A Cayman Islands D.O.T.	-2,430.32
Invoice	1/22/2010	4048DecExp	33-A Cayman Islands D.O.T.	-26.04
Invoice	2/26/2010	4063JanExp	33-A Cayman Islands D.O.T.	-40.01
Invoice	2/26/2010	4063JanExp	33-A Cayman Islands D.O.T.	-3,000.00
Invoice	3/29/2010	4083FebExp	33-A Cayman Islands D.O.T.	-5.18
Total Media Gifts/Splys/Misc				-5,501.55
Total Reimbursed Expenses				-34,037.95
Total Service				-34,037.95
<b>TOTAL</b>				<b>-34,037.95</b>



Name of Registrant: Missy Farren & Associates, Ltd. d/b/a/ MFA

Registration No: 5949

Amendment to Exhibit B of the Registration Statement.

Revised contract with Foreign Principal.

## PUBLIC RELATIONS & COMMUNICATIONS SERVICES AGREEMENT

This agreement ("Agreement"), dated as of May 13, 2009, is made by and between The Government of the Cayman Islands (Department of Tourism), having an office at Empire State Building, 350 Fifth Avenue, Suite 1801, New York, NY 10018, and its Headquarters at Regatta Office Park, Windward 3, West Bay Road, P.O. Box 67, Grand Cayman KY1-1102, Cayman Islands ("Client"), and Missy Farren and Associates, Ltd. ("Agency"), having an office at 206 Bon Air Avenue, New Rochelle, NY 10804.

WHEREAS, Client desires to retain the services of Agency to provide public relations and communications services to Client upon the terms and conditions set forth herein;

WHEREAS, Agency desires to provide such services to Client; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and intending to be legally bound, Client and Agency agree as follows:

### 1. TERM

This Agreement is effective as of the date set forth above ("Effective Date") and will continue in full force and effect through June 30, 2012. Thereafter, this Agreement may be renewed for an additional period of two (2) years beginning July 1, 2012 upon the mutual agreement of the parties.

### 2. APPOINTMENT

Client appoints Agency to provide public relations and communications services for Client in the United States, its territories and possessions, and Agency accepts such appointment on a non-exclusive basis, except as set forth in section 12 subject to the terms and conditions of this Agreement.

### 3. AGENCY'S SERVICES

**3.1 Scope of Services.** As Client's public relations agency, Agency will provide communications and public relations services to Client generally, which services shall include but not be limited to those described in Schedule A hereto (to be revised on at least an annual basis) ("the Services"). The Services shall be performed in accordance with specifications, schedules and other provisions set forth in Schedule A (as amended from time to time) and any mutually agreed work order. In performing the Services, Agency will comply with all applicable federal, state and local laws and regulations. Agency agrees to track actual hours by project and title, including a description of services rendered and the Client contact in association with any and all work performed for Client. Agency will report such information to Client on a monthly basis, in a mutually agreed format.

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## **3.2 Crisis Communications.**

**3.2.1** If crisis communication services or other special projects outside of the agreed scope of work are required, the parties will mutually agree in advance as to the Scope of Work and an approved budget which, unless otherwise mutually agreed, will use a blended hourly rate of \$225.00.

**3.2.2** While Agency will use its best efforts to notify Client including, if necessary, contacting Client's United States Country Manager to have crisis communications expenditures approved in advance, Client acknowledges that there is a possibility that Agency may need to act immediately on behalf of Client, and in those emergency situations, Client authorizes Agency, subject to 3.2.3 and 3.2.4 below to bill up to a maximum of \$5,000.00 for the "crisis" services it renders without obtaining prior approval by Client. Agency shall advise Client when the \$5,000.00 sum has been reached, and Client shall inform Agency in writing whether it wishes to continue authorizing such services. Agency will keep track of the hours expended, and to the extent that additional charges above the retainer are generated pursuant to 3.2.3 and 3.2.4 below, invoices for such services shall be paid by Client within thirty (30) days of the date of invoice.

**3.2.3** Crisis communications services which are rendered by Agency during normal business hours shall be charged against the monthly retainer until the total hours for all services rendered by Agency during any such month exceed 250. Thereafter, such crisis communications charges are billable to Client. Agency shall use its reasonable best efforts whenever practicable to provide crisis communication services during normal business hours.

**3.2.4** However, if crisis communications services are required to be rendered by Agency outside of normal business hours (normal business hours are 9:00 am to 6:00 pm Monday through Friday, other than United States national holidays), time spent on such services outside of the agreed Scope of Work shall be chargeable to Client above the monthly retainer.

**3.3 Activity Report.** Agency shall provide Client with a monthly activity report setting out a summary of the key services and results obtained during the month, which report will be incorporated into Annex One. The Activity Report will include a summary of Agency time for the month broken down by project and title in a mutually agreed format.

## **4. APPROVALS**

**4.1 Approval of Expenditures.** Before incurring any liability or making any commitment on Client's behalf in excess of \$500, Agency will submit an estimate to Client for approval. Wherever possible, approvals will be in writing (including email), but where circumstances require, approvals can be oral so long as written confirmation follows within two (2) business days. Approval of written estimates by Client will constitute approval of the costs and charges included

therein. If there is any change in the scope which results in an increase in the cost of an approved project greater than 10% of the original estimate then a new estimate must be submitted to Client for its written approval.

**4.2 Approval of Materials.** Agency will furnish to Client for its prior written approval (including by email) all public relations and communications materials prepared under this Agreement. No material shall be released without Client's prior written approval.

## **5. AGENCY'S COMPENSATION**

**5.1 Monthly Fee.** As full compensation for the Services provided hereunder, Client shall pay Agency a monthly fee of Thirty Three Thousand Dollars (US\$33,000.00) (the "Monthly Fee"). The Monthly Fee is anticipated to include an average of 250 hours worth of services in staff time. Other than as set forth in 3.2, Agency shall be responsible to manage its time against the anticipated monthly hours and any additional hours must be approved in advance in writing by Client. The monthly fee shall be invoiced quarterly in advance with separate monthly invoices. Each monthly invoice shall be payable prior to the first day of the month to which said invoice applies.

**5.2 Expenses.** Client will reimburse Agency for properly authorized expenses and out-of-pocket costs. Agency shall provide detailed invoices monthly for expenses incurred for Client's account in the previous month. Agency shall invoice Client for all reimbursable expenses within thirty (30) days of the date that Agency receives bill for such expenses but in no event later than 120 days after incurring the expense. Undisputed invoices are payable within forty five (45) days of receipt. Notwithstanding anything to the contrary herein, except as specifically set forth in Section 5.3. Agency will not bill Client for and Client will not be responsible to pay Agency overhead or staff costs associated with providing the Services, including the cost of internal Agency systems (such as phone systems), internal Agency staff or administrative costs or other ordinary expenses including phone, fax, messenger, staff meals for working late or local travel. Agency agrees that it will exercise due diligence to control expenses hereunder and will be expected to manage expenditures as though it were dealing with its own funds. In no event will approval or payment of any invoice be deemed to waive, discharge, or in any way limit, or otherwise affect either Agency's covenants and warranty set forth in section 7 below or Client's right to claim a breach thereof.

**5.3 Administration Fee.** Client shall pay an administration fee ("Administration Fee") of one thousand U.S. dollars (\$1,000) for each month, or part thereof, of the Term. The Administration Fee includes, but is not limited to, miscellaneous charges such as general subscriptions (print and on-line), local telephone, general faxing, collating of press kits, printing and copying charges,

emails, CD burning, color copies and miscellaneous transportation, postage and supplies. The Administration Fee does not include services handled by a third party including without limitation, press release distributions, press clippings and creation of press kits, which costs shall be reimbursed to Agency by Client upon submission of appropriate documentation in the form of third party invoices.

**5.4 Travel.** All Agency travel shall be coach class, and must be pre-approved by Client. Agency shall use its best efforts to control travel costs. Client is in the process of developing expense guidelines and, when available, will forward those guidelines to Agency. Thereafter, Agency shall comply with Client's travel guidelines. All hotel rates must be pre-approved by Client. All other incidental expenses of a personal nature which are charged to the hotel room, such as laundry, and personal telephone calls, will be the responsibility of the Agency. Notwithstanding the foregoing, Agency may bill Client for direct ground transportation and long distance telephone charges incurred directly in service of Client's account while traveling for Client. All Agency expenses in excess of \$25.00 must be properly documented.

**5.5 Production Services.** Client shall reimburse Agency for its properly documented net cost for all pre-approved production services and materials Agency purchases from third-party suppliers, which expenses must be properly documented. Payment shall be due within 45 days of Client's receipt of a proper invoice and reasonable documentation of charges. For third party vendor charges in excess of \$10,000, Agency may arrange for direct billing by the vendor to Client.

**5.6 Vendor/Supplier Affiliation.** In the event that any such services are to be performed by or materials obtained from a vendor in which Agency or Agency personnel have any financial interest, disclosure of the relationship will be made to Client in advance in writing. For jobs estimated to be in excess of \$10,000 Agency will provide up to three (3) competitive bids unless otherwise agreed in advance, in writing, by Client.

## **6. AUDIT**

During the Term of this Agreement and for a period of one (1) year thereafter, Agency will maintain complete records for services provided to Client ("Records"), including all records relating to hours spent on a project, pass through expenses (including third party and Agency's reimbursed out-of-pocket expenses). Agency will keep the Records in accordance with generally accepted accounting principles and in such a manner as may be readily audited. During the Term of this Agreement, Client or its independent auditor will have the right, on reasonable prior notice, during normal business hours, to audit and inspect the Records to verify the Services rendered to Client and any payments made by Client. The cost of such audit will be borne by Client. If any audit discloses that all or any part of any payment by Client was not required, or that compensation

can not be substantiated based upon the Records, Client shall give Agency written notice of such overpayment and Agency shall have the right within thirty (30) days to provide supplemental documentation to verify the accuracy of the Records. If Agency is unable to provide reasonable supplemental documentation or to verify the accuracy of the Records within reason, then Agency shall pay to Client the amount of any overpayment which cannot be substantiated by Agency, plus interest from the date of the payment completed at the then current prime rate. If over payments exceed three (3%) percent of the expenses under audit then Agency shall reimburse Client for its costs of the audit within thirty days of receipt of invoice. If any audit discloses an underpayment by Client, Client shall pay Agency the amount of such under payment within thirty (30) days after the completion of the audit.

## **7. REPRESENTATIONS AND WARRANTIES**

**7.1 Full Authority.** Each party hereto represents and warrants to the other party that it has the legal power and authority to enter into and perform its obligations under this Agreement without violating the rights or obtaining the consent of any third party.

**7.2 No Violations.** Agency represents and warrants neither it nor any of its principals are in violation of or in default under any law or order applicable to Agency or the principals, the effect of which could reasonably be expected to be materially adverse to the business or condition of Client.

**7.3 Agency Performance.** Agency's performance of this Agreement shall not violate any applicable law or regulation.

**7.3.1** Except to the extent otherwise expressly described in an applicable Scope of Work and agreed in writing by Client, each deliverable shall be the original work created by Agency, and Agency has free and clear title to each deliverable at all times prior to the effectiveness of its assignment to Client under this Agreement, and Agency has and will obtain all necessary assignments and consents from its employees and applicable third parties necessary to effect the assignment of such deliverable to Client, free and clear of any and all encumbrances;

**7.3.2** All Services including deliverables under this Agreement shall conform in all respects to the specifications set forth in the applicable scope of work and shall be fit for the purposes for which they are intended.

**7.3.3** All Services shall be performed in a professional and workmanlike manner in accordance with the highest industry standards.

**7.3.4** Missy Farren, Agatha Capacchione and Silvie Snow-Thomas are considered the key personnel for performance of Agency's services pursuant to this Agreement. Agency represents that no substitutions or substantial

reductions in the time commitments of any key personnel shall be made without prior discussion with Client and Client's approval, which approval shall not unreasonably be withheld or delayed.

## **8. OWNERSHIP**

Client shall own all right, title and interest in all ideas, concepts, materials (including without limitation all related intellectual property rights) or other information created or provided by Agency hereunder. All such material shall be considered a "work for hire" under the United States Copyright Act as amended. If for any reason any portion of the material does not qualify as a work for hire then Agency hereby sells, transfers and assigns all rights, title and interest in and to such material to Client. Agency further agrees that it shall execute such documents and take such actions as Client may reasonably request, at Client's reasonable expense, to evidence and perfect Client's ownership in any such material. Notwithstanding the preceding, it is understood however, that Agency may, from time to time, license third party material for Client on a limited use basis with prior written approval of Client.

## **9. CONFIDENTIALITY**

**9.1** Agency acknowledges its responsibility, both during and after the term of its appointment, to preserve the confidentiality of any proprietary or confidential information or data developed by Agency on behalf of Client or disclosed by Client to Agency ("Confidential Information"). Notwithstanding the above, Agency's obligation to maintain the confidentiality of any such information that it maintains in its possession or control shall not extend to information already in the public domain not as a result of improper disclosure by Agency, or to information that Agency must disclose in order to provide services to Client (as long as each party that is given access to Confidential Information has first executed a non-disclosure agreement in favor of Client with terms substantially similar to this section 9.1), or to information that Agency must disclose by order of law, and said obligation shall cease on the fifth anniversary of the termination of this Agreement. Upon expiration or termination of this Agreement, or earlier, if requested by Client, Agency shall promptly return any and all confidential material and copies thereof to Client. Agency's confidentiality obligation shall survive the termination or expiration of this Agreement. Agency may disclose such Confidential Information only to Agency's personnel or subcontractors with a need to know the specific information disclosed in connection with the potential utilization of such information on behalf of Client PROVIDED THAT such personnel or subcontractors have agreed in writing to keep the Confidential Information confidential and to be bound by terms of confidentiality similar to those set forth in this Agreement. Client shall have similar obligation of confidentiality with regard all Confidential Information of Agency which Agency discloses to Client.

**9.2** Agency acknowledges that any unauthorized dissemination of the Confidential Information would cause irrevocable damage to Client. Therefore, in the event of any breach of this Agreement by Agency, its agents, representatives or employees, Client shall have the right, without limiting any other rights or remedies at law or in equity, to an immediate injunction enjoining such breach.

**9.3** In the event that Agency is legally required by any court or governmental agency or authority, or pursuant to any subpoena, request for information, interrogatory, civil investigative demand, or similar process, to disclose any Confidential Information, Agency will promptly provide Client with notice of such request so that Client may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement.

**9.4** Agency agrees that its obligations contained herein apply also to its agents and employees, and to all of its parent, subsidiary and affiliated companies, and Agency agrees to similarly bind any such parties that may be exposed to Client's Confidential Information.

## **10. INDEMNIFICATION**

**10.1 Indemnification by Agency.** Agency will indemnify, defend and hold Client, its affiliated entities, employees, officers, directors and agents, harmless from and against all third party claims, demands, suits, liabilities, losses, costs, expenses, damages or injuries (collectively, "Liabilities") incurred by Client based upon or arising out of (i) Agency's negligence in the performance of this Agreement or the Services under this Agreement or from the services performed by any third party hired by Agency in connection with this Agreement, except such Liabilities that may result from the negligence or willful act or omission of Client; (ii) Agency's breach of any representation, warranty or covenant contained herein or by reason of any claim of any such breach; or (iii) any claim relating to the content of the Materials provided by Agency hereunder (except as specifically provided in 10.2). Such indemnification shall include, but shall not be limited to, any claims or allegations of infringement or violation of any rights of any third party based on the use of the work product unless arising out of materials provided by Client.

**10.2 Indemnification by Client.** Client will indemnify, defend and hold Agency its affiliated entities, employees, officers, directors and agents harmless from and against all Liabilities incurred by Agency based on or arising out of; (i) Client's breach of any representations, warranties or covenants contained herein or; (ii) information or materials provided by Client or directions provided by Client, except such Liabilities that may result from the negligence or willful act or omission of Agency.

**10.3 Indemnification Procedures.** If any third party makes a claim covered by this section against an indemnified party, its officers, directors, agents

and employees, Indemnitee will give notice of such claim (an "Indemnified Claim") to Indemnitor, including a brief description of the amount and basis therefore, if known. In such event, Indemnitor will be obligated to defend Indemnitee against such claim, and will be entitled to assume control of the defense thereof with counsel chosen by Indemnitor and reasonably satisfactory to Indemnitee. Notwithstanding the foregoing, Indemnitor may not enter into or agree to the terms of any settlement of an Indemnified Claim that includes a provision for injunctive relief without the prior written consent of Indemnitee. Indemnitee will cooperate fully with and assist Indemnitor in its defense against any Indemnified Claim. Indemnitor will keep Indemnitee fully apprised at all times as to the status of the defense.

## **11. INSURANCE; SCOPE OF COVERAGE**

During the Term of this Agreement and for a period of two (2) years thereafter for any policy where coverage is on a "claims made" basis, Agency will maintain the following insurance with insurers in good standing, to which Client does not have a reasonable objection: (a) Commercial General Liability Insurance with a minimum limit of not less than \$2,000,000 per occurrence; (b) Statutory Workers' Compensation as required by applicable law; and (c) Professional Liability Insurance/Errors and Omissions with minimum limits of \$1,000,000 per occurrence. Prior to commencing services and annually thereafter Agency shall provide Client with certificates evidencing that the coverage required by this section 11 is in full force and effect. Each certificate shall provide that such coverage shall not be cancelled until the expiration of 30 days after notice of such cancellation of change is received by Client.

## **12. NO CONFLICT**

As a communications agency acting on Client's behalf, Agency owes Client a duty of loyalty. As such, for the Term of this Agreement, including the period of notice prior to the effective date of termination:

(a) for a period of six (6) months thereafter, if this Agreement is terminated by Agency, other than based on Client's material breach;

(b) for a period of three (3) months thereafter, if this Agreement is terminated by Client, other than based on Agency's material breach;

(c) for a period of six (6) months thereafter if this Agreement is terminated by Client based on Agency's material breach; and

(d) for a period ending on the effective date of termination, if this Agreement is terminated by Agency based on Client's material breach.

During the restricted period, Agency will not assist, represent or provide services to any other Caribbean travel destination, tourism board, or Caribbean resort, or any attraction of a Caribbean island, nation or municipality, including

without limitation, Bahamas, Bermuda and the eastern coast of Mexico, without Client's prior written consent, which may be withheld at Client's reasonable discretion.

### **13. INDEPENDENT CONTRACTOR**

Agency acknowledges that it is being engaged as an independent contractor, and not as an employee of Client. Agency and all personnel employed by Agency in the performance of services under this Agreement shall remain at all times employees or contractors of the Agency and will not participate in any Client employee benefit plans, or receive any other benefits that may be available to Client's employees.

### **14. USE OF NON-EMPLOYEES**

**14.1 Agreements with Third Parties.** Agency will secure written agreements with any third party it may engage under this Agreement regarding confidentiality and intellectual property rights consistent with Sections 8 and 9 of this Agreement.

**14.2 Cost of Third Parties.** The amounts paid to third parties by Agency will be billed to Client at cost as pass through expenses. Agency will use its reasonable commercial efforts to control and limit such costs and to obtain for the benefit of Client, all discounts, rebates and allowances available from such third parties to the extent that they are available.

### **15. TERMINATION**

**15.1 Cancellation of Agency Services by Client.** Client reserves the right, in its sole discretion, to direct Agency to modify, postpone, cancel or stop any specific job relating to the Services at any time. Agency shall immediately take steps to carry out Client's instructions. In such a case, Client will assume Agency's liability for all non cancellable commitments authorized by Client which have been incurred as of the date of termination or cancellation.

**15.2 Termination of Agreement by Either Party.** Either party may terminate this Agreement without cause at any time upon giving not less than ninety (90) days prior written notice sent by registered, certified or overnight mail to the other party at the address set forth in Section 15.1 or at such other address as such party may specify in writing. The rights and obligations of Agency and Client will continue in full force during the period of notice, including Client's obligation to: (a) pay Agency for all Services properly provided up to and including the effective date of termination or cancellation, even if said effective date extends beyond the end of the Term (b) pay Agency for all properly authorized expenses incurred through and including the effective date of the termination or cancellation, even if said effective date extends beyond the end of the Term (c) assume Agency's liability for all non cancellable commitments properly authorized by Client which have been incurred as of the effective date of

termination or cancellation, even if said effective date extends beyond the end of the Term. However, Agency shall use its best efforts to reduce or mitigate any such obligation if requested by Client.

### **15.3 Effects of Termination.**

**(a) Transfer of Rights.** Following the effective date of termination, Agency will within fifteen (15) days assign, transfer, deliver and otherwise make available to Client all tangible and intangible property, and any materials in Agency's possession belonging to Client; and all information, contracts, options, reservations and orders regarding Client's account, together with all rights and claims thereto.

**(b) Return of Confidential Information.** Upon the expiration or any termination of this Agreement for any reason, Agency will promptly return to Client all Confidential Information including all copies thereof.

**(c) Payment.** In the event of termination of this Agreement for any reason, Client shall continue to pay all undisputed amounts hereunder through the date of termination, together with any and all amounts hereunder then outstanding.

## **16. GENERAL PROVISIONS**

**16.1 Notices.** All notices and requests will be (a) in writing, (b) addressed to the party's address set forth below (or to such other address as such party may designate), and (c) delivered by hand; by overnight courier; or by facsimile with confirmation by overnight courier.

For Client, to: Cayman Islands Department of Tourism  
Regatta Office Park, Windward 3  
West Bay Road, P.O. Box 67  
Grand Cayman KY1-1102  
Cayman Islands  
Attn.: Shomari Scott – Director of Tourism [Acting]

With a copy to: Davis & Gilbert, LLP  
1740 Broadway  
New York, NY 10019  
Attn: Gerald B. Schwartz, Esq.

For Agency, to: Missy Farren  
Missy Farren and Associates, Ltd.  
33 East 33<sup>rd</sup> Street, Suite 905  
New York, New York 10016

With a copy to: Amy E. Gillen, Esq

9217 Alwyn Lake Circle  
Bristow, VA 20136

**16.2 Amendments.** This Agreement may be amended, supplemented, or otherwise modified only by a written instrument duly executed by or on behalf of each party hereto.

**16.3 No Waiver.** Notwithstanding the preceding subsection, any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument (including by email) duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

**16.4 Headings.** The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

**16.5 No Assignments.** Unless terminated by either party pursuant to Section 15, this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties and their respective successors and assigns; provided, however, that neither the rights nor the obligations of any party may be assigned or delegated without the prior written consent of the other party.

**16.6** Without prior written consent of the other party neither party shall during the term of this Agreement, or for a period of one (1) year thereafter, solicit or employ, engage or otherwise retain, nor accept any services rendered by, employees of the other party, whether directly or indirectly, including, without limitation, via another business entity or form through the ownership, management and/or operation thereof.

**16.7 Entire Agreement.** This Agreement, including the attached Schedules, embodies the entire agreement and understanding between the parties relating to the subject matter hereto and supersedes all prior agreements and understanding relating to such subject matter.

**16.8 Governing Law; Forum.** This Agreement and all disputes hereunder will be governed by and construed and enforced in accordance with the internal laws of the State of New York; without regard to conflict of laws rules. The state and federal courts located in New York County, New York shall have exclusive jurisdiction over the enforcement of this Agreement. Both parties hereby consent to personal jurisdiction in the State of New York.

**16.9 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

**16.10 Survival of Provisions.** The provisions of Sections 7, 8, 9, 10, 11, 14 and 15 will survive the termination of this Agreement.

**16.11 Severability.** If any provision of this Agreement is determined by a court of law to be in violation of any applicable law, the other provisions will remain in full force and effect.

**16.12 Publicity.** Agency shall not use Client's name or refer to Client or any Affiliate, directly or indirectly, in any manner for any advertising, marketing, promotional, publicity or similar purposes without receiving prior written consent of Client for each such use, except that Agency may include Client on its client list.

**16.13 Authority.** The individuals executing this Agreement on behalf of each party respectively hereby represent and warrant that they have been duly authorized to do so.

**16.14 Bankruptcy.** If Agency becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than ten (10) business days for reasons other than a strike, Act of God, or Act of terrorism, then Client may immediately terminate this Agreement on notice to Agency unless Agency immediately gives Client adequate assurance (to be determined in Client's sole judgment) of the future performance of this Agreement. If bankruptcy proceedings are commenced with respect to Agency, and if this Agreement has not otherwise terminated, then Client may suspend all further performance of this Agreement until Agency assumes this Agreement and provides adequate assurance of performance thereof or rejects this Agreement pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the Parties that this is an executory contract. Any such suspension of further performance by Client pending Agency's assumption or rejection will not be a breach of this Agreement, and will not affect Client's right to pursue or enforce any of its rights under this Agreement or otherwise. Notwithstanding anything herein to the contrary, if Agency is unable or otherwise fails to meet its obligations hereunder, Agency, upon the filing of a voluntary petition in bankruptcy or, in the event of an involuntary petition, upon the entry of an order for relief, will deliver to Client, pursuant to a royalty-free, perpetual, irrevocable license, which is hereby granted to Client subject to Agency's bankruptcy, that permits disclosure to a third party support-vendor, a complete and accurate copy of the then-current source code for the Software, if any, licensed hereunder, along with the related documentation.

**16.15 Enforcement Costs.** If any legal action or other proceeding is brought by either party for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees, court costs, and all other expenses incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the day and year first written above.

**CAYMAN ISLANDS GOVERNMENT  
(DEPARTMENT OF TOURISM)**

**MISSY FARREN AND  
ASSOCIATES**

By: \_\_\_\_\_  
Name: *SHOMARI SCOTT*  
Title: *DIRECTOR OF TOURISM (AG.)*

By: *[Signature]*  
Name: *MISSY FARREN*  
Title: *CEO*

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## SCHEDULE A- SERVICES AND ACCOUNT ADMINISTRATION

Agency shall provide to Client all of the services generally provided to a travel resort destination by a full service public relations agency which services will include, but not be limited to, the following:

1. PR Plan: annual plan integrated into, underpinning and 'filling in' the spaces in Client's US marketing strategy between advertising, events, pricing, sales promo.
2. Annual list of story ideas per category, such as dive, romance, family, general sun, sand & sea, heritage/culture, epicurean, other, etc.
3. Copywriting, including newsletters and advertorials, as necessary.
4. Media relations.
5. News bureau.
6. 4-6 trips per year, on average four days per trip (including travel time).
7. Electronic format of complete copy of DOT travel media list in the PR Plan.
8. Assist with special events, meeting planning and/or management and speech writing, as necessary.
9. Assist with media and PR plans from sponsorship opportunities.
10. Support in "merchandising" DOT's results: to stakeholders (in US and in the Cayman Islands).
11. Support in internal communications and internal communications training.
12. Strategic support for developing, evaluating and re-engineering communications and PR tools from time to time.
13. Crisis Communication. To the extent that Agency's services with regard to Crisis Communications are required, the parties shall mutually agree in advance in writing as to whether any additional compensation is payable to Agency, and if so, what that compensation should be. It is anticipated that the parties will use a blended rate of \$225 per hour unless otherwise mutually agreed.

The Services will include the following reporting requirements:

Monthly:

1. Hourly staff analysis with activity and results reports
2. Major press coverage (print, broadcast etc)
3. PR Report and "outputs reporting" in the format required by Client's Head Office
4. Develop ideas and write 4 press releases per month, and more if needed

Annually:

1. A comprehensive List of VJs and resulting feature stories to be provided at the end of each year, and a list of targeted VJs and publications to be provided with the annual PR plan at the start of each year.
2. Summary Report of the year and future outlook – Due by end of January of each year.

Agency will also provide any other public relations and communications services agreed upon by the parties in writing.

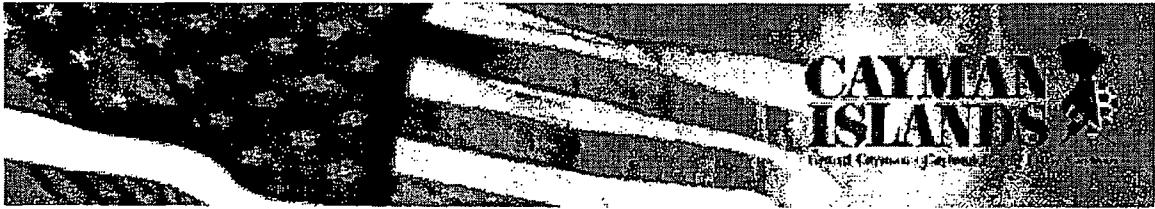
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SCHEDULE B—STAFFING

**[Include Cayman Team List– Account Manager, Account Staff (definition of who does what), and Commitment chart: Hours per level of support, e.g. % of senior strategic, % junior staff, % story ideas/copy development and % media rentals]**

**[AGENCY to provide details]**

**[TBD]**



# August 2008

## US Update Report

MARKETING  
SALES  
ADVERTISING  
TRADE  
FAMS  
INTERNET

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PREPARED August 2008

## US Marketing - August 2008

### Challenges

#### Airlift

#### Public Relations

August was an excellent time for PR to work on key initiatives for fall and winter. The team pitched media on Free Fallin', Cayman Cookout, upcoming CI events for families including Pirates Week, Cayman Islands Marathon, product updates and new developments in Cayman, and nonstop flight routes to GCM. Additional activities included aggressive media outreach for Cayman Airways' 40th anniversary promotion and the Boston Sales meetings at the beginning of the month. PR also handled all necessary outreach to the appropriate media for Hurricane Gustav by working closely with DOT and JCS to track the storm, determine key messaging, and draft and release press releases to keep all media informed of the happenings in Cayman.

#### Media Relations/Press Releases

- **Broadcast**

Chairman of the National Hurricane Committee, Donovan Ebanks, interviewed live on THE WEATHER CHANNEL Friday, August 29th

- **News Bureau**

- *"All Clear for Grand Cayman, Saturday August 30 2008"*
- *"Cayman Islands Free Fallin' Entices Travelers This Fall"*
- *"Cayman Airways Celebrates 40 Years of Service With Unbeatable Prices"*

- **Media Relations**

- Provided photos of Million Dollar Boat Race to Bob Curley of About.com for inclusion in online Cayman Islands Guide
- Worked with CARIBBEAN TRAVEL + LIFE Editor Rebecca Strauss on multiple stories including
  - Providing information for the magazine's upcoming "What's New in the Caribbean" feature story
  - Sent an overview of Pirate's Week 2008, garnering coverage in their upcoming issue
  - Compiled high-season deals and promotions available in Cayman and provided to the editor for upcoming story in December/January issue
- Sent Randy Mink of LEISURE GROUP TRAVEL info on Cayman Cookout for their upcoming events section
- Information on Cayman preparedness for Hurricane Gustav provided to THE WEATHER CHANNEL, CNN, AP, THE WEATHER CHANNEL, THE NEW YORK TIMES, REUTERS, BLOOMBERG, and MIAMI HERALD, among others
- Team worked with AP Correspondent/Videographer Maura Axelrod as she traveled on-island to report during Gustav
- Information on CI Hurricane Guarantee sent to travel trade outlets including RECOMMEND, TRAVEL WEEKLY, TRAVEL AGENT, TRAVEL TRADE, among others
- Follow-up work with TRAVEL WEEKLY for post-Gustav story
- Post-Gustav All Clear press release announcement sent out over the US wire to approximately 30,000 outlets including all national and regional newspapers-news desks and travel desks, national network and cable TV, consumer, weather, and travel trade media

- Gathered information for Anna Lagos of TRAVEL + LEISURE on new or planned spots to dine waterside in the Cayman Islands which included Luca and Cayman Diving Lodge
- Provided Freelance Cruise Writer Chrissy Colon an update on all new cruise info in Grand Cayman
- CAL 40th Anniversary deals to travel and deals sections of newspapers and websites across the U.S.
- Pitched travel-writer Tracy Porpora on romance in the Cayman Islands for an upcoming piece for a national magazine
- Provided LipstickLifestyle.com Editor Ellen Mirza general information on the Cayman Islands for consideration for the website's Travel Section
- Provided JD Rinne of BudgetTravel.com with information on all non-stop flights to GCM from the US for the update to the site's interactive Caribbean "flying chart"
- Worked with freelance writer Amanda Theunissen on her advertorial on the Cayman Islands to be included in upcoming TRAVEL + LEISURE
- Pitched Kiteboarding to national adventure travel magazines including NATIONAL GEOGRAPHIC ADVENTURE and also TRAVEL WEEKLY
- Images provided to NYT for upcoming Culinary Adventures advertorial to highlight CI
- Information on the Reef Resort romance offerings provided to BRIDAL GUIDE for upcoming Caribbean honeymoon piece
- Images sent to Mobil Travel Guide to Cruises for feature on GCM and destination's Scuba diving offerings
- Pitched THE NEW YORK POST on villa offerings in CI
- Images provided to HOUSTON CHRONICLE for August GCM feature

- **Cayman Airways**

The team drafted and sent-out a press release announcing the special airfare promotion celebrating Cayman Airways' 40 years of service. The team aggressively pitched media and secured coverage in approximately 75 different outlets across the country.

PR worked with Cayman Airways closely throughout Hurricane Gustav to determine key messages and provide media the latest information on CAL's weather preparations and flight additions out of GCM.

- **Visiting Journalists**

Leigh Newman, BRIDES, August 8-11

Leigh traveled to Grand Cayman with her husband to gather information for her upcoming "Best of the Caribbean" story that will feature Scuba diving in the Cayman Islands. DOT assisted her with CAL flights, rental car and a light itinerary that included Scuba diving, an Atlantis submarine ride and accommodations at RCGC.

BRIDES is considered one of the top bridal magazines in the industry, a monthly publication featuring helpful stories and content for the real-world bride-to-be. The magazine has a monthly circulation of **360,801**. Leigh's piece will focus on the fantastic diving options available in the Cayman Islands and will be part of a larger story on the best the Caribbean has to offer.

Anne Kazel-Wilcox, SIMPLY THE BEST and TravelMuse.com, August 8-17

Anne traveled with her daughter to Grand Cayman, Little Cayman and Cayman Brac on assignment from two publications. Anne plans to feature Grand Cayman's many activities and offerings for SIMPLY THE BE, and will focus on family travel in GCM and the Sister Islands for TravelMuse.com. Anne provided her own accommodations on all three islands while DOT provided her with CAL flights to and from Miami in addition to inter-island flights. She was also set up with a light itinerary and rental car during her time on GCM. Anne visited Boatswain's Beach, Black Pearl Skate and Surf Park, QEII Botanic Park, scuba diving with Red Sail Sports and experienced an Atlantis Submarine Dive during her time on GCM.

Anne is a Contributing Writer to high-end SIMPLY THE BEST magazine, which is published for residents of South Florida. This glossy magazine focuses on stories of local importance and national relevance while keeping its readers informed on the chicest, high-end products, destinations, and lifestyle. Magazine has a circulation of 50,000. TravelMuse.com is a travel Web site focused on combining informative and helpful editorial pieces with the functions of a trip planning and organizing site. Its content features 'insider' and local experts stories as well as city guides of top worldwide destinations offering inspiration for the whole family.

## Appendix

### Key Media Hits

- **AGENT@HOME** - CITE VJ Jim Ruggia's article on Grand Cayman appears in the August edition of the travel trade publication and focuses on the broad selection of accommodations available including hotel, apartments, condos and villas. The article includes interviews with Lisa Pisaturo and a call to action to visit the Cayman Islands' website for more information. Circulation: **25,000**.
- **HOUSTON CHRONICLE** - Travel Editor Harry Shattuck's August 17 feature article highlights Boatswain's Beach and the Cayman Turtle Farm, Stingray City, QEII Botanic Park, the Butterfly Farm, the Red-Footed Booby Bird Nature Reserve, Atlantis Submarines and Pedro St. James. Article also includes section on Cayman's culinary offerings and sidebar on how to book. Circulation: **693,228**.
- **SPORT DIVER** - September Green Issue featured CI on cover, with piece including info on CEPTS, private sector partner's plans to assist in the "greening" of Cayman including the planned Cayman Diving Lodge and Lighthouse Point, the work done by Southern Cross Club on LCM, and two full-page photos. Monthly Circulation: **203,655**.
- **Cayman Airways 40th Anniversary Celebration** - Coverage for CAL's 40th anniversary promotion in outlets across the United States included AOL Money & Finance, ASIA Smart Brief, ATLANTA BUSINESS CHRONICLE, AUSTIN BUSINESS JOURNAL, AviationToday.com, BOSTON BUSINESS JOURNAL, CHARLOTTE BUSINESS JOURNAL, CheapFlights.com, Forbes.com, HOUSTON CHRONICLE, LATimes.com, SILive.com, SOUTH FLORIDA BUSINESS JOURNAL, TravelJourno.com, WASHINGTON BUSINESS JOURNAL, WFAA.com (Dallas-Fort Worth, TX), WFLX.com FOX-29 (West Palm Beach, FL), WPRI.com FOX-12 (Providence, RI), WTOC.com CBS-11 (Savannah, GA), YAHOO! Finance, among others. Combined circulation and monthly viewership: **28,694,850**.
- **CELEBRATED LIVING** - The luxury publication named Cayman Cookout as one of the top culinary festivals in the world in its Fall issue. Information on event, call to action to book through the Cayman Islands and RCGC websites, and color photo of Chef Eric Ripert at Stingray City. Circulation: **177,000**.
- **N'DIGO** - Editor Donna Hodge focused on traditional Cayman cuisine, highlighting The Caribbean Bakery, the Reef Grill at Royal Palms, Casanova, Eats Cafe, and Seymour's Jerk Centre and deemed Cayman the culinary capital of the Caribbean. Circulation: **125,000**.
- **Coverage stemming from Hurricane Gustav:**
  - Chairman of the National Hurricane Committee, Donovan Ebanks, interviewed live on THE WEATHER CHANNEL Friday, August 29th
  - Placements highlighting Cayman's preparedness for hurricane, overall positive outcome and return to business after the storm include: About.com - Go Caribbean Guide, ATLANTA BUSINESS CHRONICLE, AUSTIN BUSINESS JOURNAL, BOSTON BUSINESS JOURNAL, CHARLOTTE BUSINESS JOURNAL, DALLAS BUSINESS JOURNAL, EXAMINER.COM (NY), FORBES.COM, HOUSTON BUSINESS JOURNAL, HOUSTON CHRONICLE, YAHOO! FINANCE. Total Circulation: More than **3,000,000**.

- **EliteTraveler.com** - Editor-in-Chief Doug Gollan includes Cayman Cookout in his August 12th newsletter. Included is information on talent, packages offered by RCGC, and how to book. Circulation: **132,151**.
- **TravelWeekly.com** - Caribbean Editor Gay Myers wrote about kiteboarding in the Cayman Islands in August 12th posting which provided background on the sport and the recent partnership between Ocean Frontiers and Kitehouse. Monthly Viewership: **40,000**.
- **THE HERALD-MAIL** - Journalist Jessica Smith shares her vacation to the CI in her August 19 article. Piece includes Stingray City, Rum Point, QE II Botanic Park and George Town. Circulation: **147,000**.
- **TRAVEL NEW ENGLAND** -August issue includes feature on the Hidden Gems of CI that highlights several smaller properties including Mango Manor, The Turtle Nest Inn and Kaibo Beach Bar in addition to information on RCGC. Circulation: **40,000**.
- **THE NEW YORK TIMES** - GCM included as a preferred destination in August 8th article on the burgeoning role of private-jet travel to the Caribbean. Circulation: 1,120,420.
- **MEETINGS SOUTH** - August edition of southern travel trade includes CI in article on Caribbean cultural events. Circulation: **23,000**.

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