

Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials 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, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

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, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 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 Noonmark Capital Partners, LLC 9 Hall Avenue, Larchmont, NY 10538	2. Registration No. N/A 5987
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3. Name of foreign principal Bermuda Ministry of Finance	4. Principal address of foreign principal Government Administration Building 30 Parliament Street Hamilton HM 12 Bermuda
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5. Indicate whether your foreign principal is one of the following:

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 nationality _____

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

a) Branch or agency represented by the registrant
Ministry of Finance

b) Name and title of official with whom registrant deals
Donald Scott, Financial Secretary

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

a) Principal address

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.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes No

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 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 must be used.)*

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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
May 6, 2010

Name and Title
Paul C. Hornsby
Principal

Signature

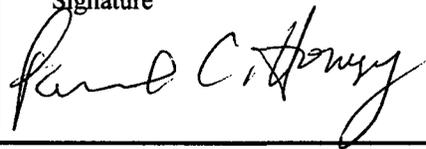


Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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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, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Noonmark Capital Partners, LLC	2. Registration No. N/A
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3. Name of Foreign Principal Ministry of Finance, Government Administration Building, 30 Parliament St., Hamilton HM 12, Bermuda

Check Appropriate Boxes:

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. 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 expenses, if any, to be received.

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

Assist in arranging a business conference and one on one business networking meetings for the Bermuda Ministry of Finance and Bermuda private sector in Bahrain hosted by Bahrain Government

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

Help organize conference and travel to Bahrain and interface with Bahrain public and private sectors for conference and business networking meetings

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

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Date of Exhibit B	Name and Title	Signature
May 6, 2010	Paul C. Homsy Princioal	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which 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.

Noonmark Capital LLC

60 Madison Avenue ♦ Suite, 1212 ♦ New York, NY 10538
Telephone: 917-553-4277 ♦ phomsy@noonmarkllc.com

Mr. Donald Scott
Financial Secretary
Ministry of Finance
Government Administration Building
30 Parliament Street
Hamilton HM 12
Bermuda

May 4, 2010

Dear Donald:

This letter will serve as our Agreement ("Agreement") with respect to the Bahrain Conference ("Conference"). If the following terms are acceptable to you, I would appreciate your executing this Agreement in the space provided at your earliest convenience. Please retain one copy of this Agreement for your records and return to me an executed copy for our files by electronic transmission.

1. Scope of Services, Fees.

Noonmark Capital LLC ("Noonmark") agrees to work with the Ministry of Finance of Bermuda ("MOF") and Marston Webb International to assist in and coordinate with the Government of Bahrain in arranging a one day conference in Bahrain and a day of one on one meetings for the Bermuda delegation to Bahrain (the "Project") with the assistance of Marston Webb which is targeted for on or around Monday June 28, and Tuesday June 29, 2010. Noonmark will also brief the MOF on Bahrain and business conditions there on the day before said Conference on the following specific matters: (1) background information on Bahrainis who will be speaking at and/or attending the Conference as well as on the Bahrainis that will participate in one on one meetings with the Bermuda delegation; (2) economic and business goals and strategies of Bahrain; (3) Bahrain's role within the Gulf Cooperation Council member states; and (4) Islamic banking industry, investment structures, and products.

The total fee for services to be rendered under this Agreement is \$30,000 payable in three (3) installments of \$10,000 each. The first \$10,000 installment is to be paid upon signing this Agreement, the second \$10,000 installment is to be paid on May 15, 2010, and the last \$10,000 installment is to be paid on June 15, 2010. Noonmark will also be advanced all travel expenses to, from, and within Bahrain of Paul C. Homsy in connection with this Agreement.

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Noonmark will have Paul C. Homsy make two trips to Bahrain in connection with the Project of approximately four (4) and eight (8) days maximum, each. The first trip shall tentatively take place on or around May 13 until May17 and I would plan to arrive in Bahrain for the second trip on or around Tuesday June 22 and depart Wednesday June 30 assuming the Conference and one on one meetings are confirmed on June 28 and 29 with an additional day for the press conference. Fridays and Saturdays are the weekend in Bahrain so I would need to be in Bahrain Wednesday and Thursday before the Conference assuming there is a press conference on Sunday June 27.

If the Conference is confirmed for later dates, the timing of my first and second trips to Bahrain will be adjusted accordingly.

The estimated costs for the first trip are:

Roundtrip air fare (business class)		\$9,500
Hotels/meals/local transportation/ incidentals	\$600 per day x 4 days	\$2,400
Total Estimated Cost of first trip		\$11,900

The estimated costs of the second trip are:

Roundtrip air fare (business class)		\$9,500
Hotels/meals/local transportation/ incidentals	\$600 per day x 8 days	\$4,800
Total Estimated Cost of second trip		\$14,300

The purpose of the first trip will be to meet with officials from the Bahrain Economic Development Board, the Central Bank of Bahrain, the Ministry of Finance of Bahrain, the Ministry of Industry of Bahrain, and the Bahrain Insurance Association and prominent private sector officials to coordinate with them regarding the agenda for the Conference, and other planning issues.

The purpose of the second visit will be to meet with the Bahrain Government officials involved in the Conference in advance of the Conference, review the plans and status for the Conference and one on one meetings, to work with the Bahrain Government and assist as necessary in finalizing the Conference and meeting details, and participate in and speak at the Conference.

Please therefore send by wire transfer upon signing this agreement a total of \$21,900 consisting of the first \$10,000 installment and \$11,900 as an advance against travel expenses to be incurred for the first trip to Bahrain to the following account:

Account Name: Noonmark Capital LLC


New York, New York 10017

Another advance of \$14,300 for travel expenses for the second trip to Bahrain will be paid by wire transfer to the above account on June 1, 2010.

2. Costs

Noonmark Capital LLC and its principal Paul C. Homsy will not be responsible in any way with respect to any costs, charges, and expenses of any nature whatsoever in connection with the Project including but not limited to all travel expenses of Paul C. Homsy (airfare, hotels, meals, local transportation) to be paid in advance by the MOF as discussed above and any event expenses such as cost of receptions, meals, and Conference venues.

3. Miscellaneous

3.1 No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion shall be effective only in that instance and shall not be construed as a bar of waiver of any right on any other occasion.

3.2 The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

3.3 In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

3.4 This Agreement shall be governed by the laws of Bermuda

4. Counterparts, Electronic Transmission

This Agreement may be executed in one or more counterparts, all of which when fully executed and delivered by both parties hereto and taken together shall constitute a single agreement, binding against both parties. This Agreement may be signed and transmitted by electronic transmission with the same validity as if it were an ink-signed document.

5. Signatory Authority

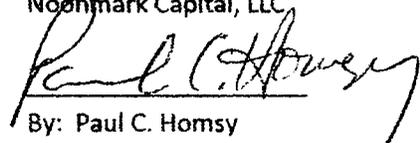
The individual or individuals signing on behalf of any government ministry corporation, partnership, trust or other entity signing this Agreement as client represents to Noonmark that he or she has full authority to do so, has received all required consents, and that his or her signature (together with the signature or signatures of any other individual signing below on behalf of such partnership,

corporation, trust or other entity) is (are) the only signatures required to bind the person on whose behalf he or she is signing this Agreement.

Please do not hesitate to contact me at your earliest convenience should you have any questions regarding the foregoing matters. I look forward to working with you.

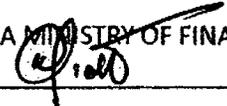
By signing this Agreement, you acknowledge that you have read, understood, and agreed to its terms, and that this letter, together with the attachment referenced herein, contains the entire contract with the Noonmark for the services described herein.

Yours sincerely,
Noonmark Capital, LLC


By: Paul C. Homsy

Agreed:

BERMUDA MINISTRY OF FINANCE

By:  _____

Dated: 4th May 2010