U.S. Department of Justice
Washington, DC 20530

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

OMB No. 1105-0003

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 Genreral transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant
Development Counsellors International
461 Park Ave. South, 12th Floor
NY, NY 10016

2. Registration No.
4777

3. Name of foreign principal
Barbados Investment & Development Association

4. Principal address of foreign principal
900 Second Ave. 17th Fl
NY, NY 10017

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☑ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership
☐ Committee
☐ Corporation
☐ Voluntary group
☑ Association
☐ Other (specify) _____

☐ Individual—State his nationality _____

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

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

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

Promote investment to Barbados

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.)*

Business promotion association

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	Name and Title	Signature
1/5/99	Joan Amato, Controller	Joan Amato

*U.S. Government Printing Office: 1993 — 342-487/72127

U.S. Department of Justice
Washington, DC 20530

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

OMB No. 1105-0007
Approval Expires Nov. 30, 1993

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 Genreral 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
Development Counsellors International LTD.	Barbados Investment & Development Corporation

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.

To Publicize Barbados Investment & Development Corporation in the U.S. in their public relations efforts to interest U.S. companies to invest in Barbados ~~the region~~

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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.

To interest U.S. Companies in investing in Barbados

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.

To interest U.S. Companies in investing in Barbados

Date of Exhibit B	Name and Title	Signature
1/5/99	Joan Amato, Controller	Joan Amato

[1]Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

*U.S. GPO: 1992-312-332/61638

Development Counsellors International 461 Park Avenue South, New York, NY 10016
Phone (212) 725-0707 Fax (212) 725-2254 E-mail econdev@dc-intl.com / tourism@dc-intl.com

July 22, 1996

TO:

Mr. Henderson B. Holmes
Director
Barbados Investment & Development Corp.
800 Second Avenue, 17th Floor
New York, NY 10017

FROM: Ted M. Levine, Rob DeRocker

SUBJECT: Letter of Agreement, DCI and BIDC, August 1, 1996-July 31, 1997

We are writing this letter following our most productive and illuminating get-together with you at our offices on May 9 and a number of subsequent discussions. We are most pleased that all of us were unanimous on the need for the program mutually projected as memorialized in your most useful memorandum of May 20, 1996, and we further agreed to revise the final product in terms of the following changes:

-- Term of Agreement has been expanded to 12 months encompassing the period August 1, 1996 through July 31, 1997.

-- Time targets for all deliverables outlined in your May 20 and July 18 letters.

-- Indication of analogous client experience with demonstrated bottom lines results.

These and other related additions discussed in depth are embodied in the following Agreement and Addendum including these constituent elements:

1. Parties
2. Term
3. Content
4. Schedule of Deliverables
5. DCI Team
6. Reports
7. Costs
8. Cancellation
9. Credentials
10. Acceptance

These ten elements are supplemented by an additional ADDENDUM which provides three examples of analogous case history experience and emphasizes results achieved.

Before we look at each element individually, allow us to project the agreed-upon "deliverables" to be part of this program, as it is in those that you and your board will ultimately be most interested; we project that our activity will generate the following by May 31, 1997:

- Identify three (3) to five (5) product lines or process clusters within each target sector.
- Provide a list and profiles of companies to be contacted.
- Provide a "Marketing Blue Print."
- Arrange at least twenty-five (25) face-to-face appointments with pre-qualified prospects.
- Generate at least ten (10) actual site visits to Barbados.
- As agreed, intensive marketing (including selective direct mail and continuous pinpointed telemarketing) will be required to meet the final two deliverables. DCI will be responsible for these two major activities.

Let us now take a closer look at the 10 main elements of our revised proposal:

1. Parties: The parties to this Agreement are the Barbados Investment and Development Corporation referred to as Barbados hereafter and Development Counsellors International (DCI).

2. Term: The assignment shall begin July 1, 1996 and continue for a period of twelve months through June 30, 1997.

3. Content: The assignment shall include three main project phases as follows: A. Identification of target companies, B.Marketing Blue Print, C. Marketing Activities

A. Identification of target companies: The research will focus on the following identified industry sectors, and any others which appear appropriate, seeking to identify specific areas of business within these industry sectors that seem a good match for Barbados:-

Information Services
Electronics
Upmarket Garments
Medical Supplies
Gourmet Foods

B. The Marketing Blueprint shall include these strategies:

- Initial orientation including a 3-day visit to Barbados by DCI associate, Mark Waterhouse and relevant government and private industry interviews.

- List of five detailed product or service categories within each target sector mutually agreed as "best bet" possibilities in a competitive context with written documentation on each selection.

- Development of specific list of target companies and decision making and decision advising internal and external executives within North America to match designated target industry/categories. For each company an information profile will be provided with relevant data for contact and follow-up purposes.

- Presentation to client of long-term Marketing Blueprint specifying steps to reach decision making/advising executives including but not limited to advertising, direct mail, editorial placement, telemarketing and special events including appropriate prototype materials.

C. Marketing Activities: As already indicated, DCI shall carry out in close coordination with BIDC those marketing activities most cost-effective to meet the indicated deliverables of arranging twenty-five (25) face-to-face appointments and a minimum of ten (10) actual site visits to Barbados.

Such activities shall include but not necessarily be limited to:

1. Examination of appropriate company and industry recruits to agree upon contact strategies;

2. A combination of direct mail and telephone contact aimed at arranging appointments carried out by DCI only.

3. Arranging for and where agreed by the client, DCI would also utilize such meetings to encourage visitations to Barbados as suggested by the ten site visit deliverables.

Any additional marketing activities will be separately negotiated with DCI if desired by BIDC as already indicated.

4. Schedule of Deliverables:

The following represents a projected schedule of deliverables:

DELIVERABLE:	COMPLETION DATE
Identify three to five (3 to 5) target product lines or process clusters within each sector	Oct. 4, 1996
Provide a list of profiles of companies to be contacted	Nov.1, 1996
Provide a Marketing Blueprint	Feb. 6, 1997
Commence to arrange at least twenty-five (25) face-to-face appointments with pre-qualified prospects	Dec. 1, 1997
Complete at least twenty-five (25) face-to-face appointments with pre-qualified prospects	July 1, 1997
Begin first of at least ten (10) actual site visits to Barbados.	Feb. 1, 1997
Complete at least ten (10) actual site visits to Barbados.	July 30, 1997

5. DCI Team: A four person executive team will be mounted with the following brief assignments:

- Ted M. Levine, account strategist (overall program design, advice and counsel on marketing/sales strategy and tactics)

- Andrew T. Levine, agency administrator (will oversee program progress and operations relative to meeting all deliverables)

- Robert E. DeRocker, account executive (responsible for all day-to-day account activities and achievements)

- Mark Waterhouse, President, Garnet Consulting Services: Consulting economist (responsible for development of initial revised best bet target industry list with relevant justification and documentation).

6. Liaison-Reports: Major day-to-day liaison will be between Henderson Holmes representing Barbados and Rob DeRocker representing DCI; monthly reports will be presented in the twelve constituent months, August 1,1996 through July 31, 1997, to measure achievement versus objectives. A final report with recommendations will be presented as already described.

7. Costs: Client costs have been calculated on the basis of three different factors: a) DCI time fees; b) DCI ordinary expenses; c) DCI special expenses. Each are discussed and summarized below; all costs are in U.S. dollars. (Note: the attached page contains a more detailed budgetary delineation.)

- **Time Fees:** DCI time fees will be $5,333.33 per month, or a total of $64,000 for the twelve months of the contract period.

- **Ordinary Out-of-Pocket Expenses:** Includes DCI regular activities with the exception of travel; therefore, development and distribution of initial direct mail; telemarketing costs relative to achieving agreed upon deliverables; telephone, faxes, correspondence, ordinary materials, messengers, prospect contact, etc.

- **Special Expenses:** Covers travel only by DCI team members.

- **Schedule of Payments:** Your office will be billed for time fees at the beginning of each month, August 1996 through July 1997. Out-of-pocket expenses will be submitted when they occur. Payment is due within 15 days of billing. BIDC shall retain throughout this 12-month agreement 10% of the DCI cumulative fees to be paid on satisfactory discharge of all obligations. These considerations are summarized in the following budget.

DCI/Barbados Investment & Development Corp.

PROGRAM BUDGET
(Aug. 1, 1996 - July 31, 1997)

I.	Professional Fees		
	– DCI Time Costs for Program Design and Implementation ($5,333.33/month x 12 months)	$	64,000
II.	Ordinary Out of Pocket Expenses		
	– Ongoing DCI/Barbados Communication Expenses telephone, faxes, copying, delivery services, local transportation, etc. ($366.67/month x 12 months) 4,400		
	– Direct mailing, telemarketing expenses: Estimate of out-of-pocket expenses for these two functions in order to meet designated deliverables of 25 face-to-face meetings and 10 visits to Barbados 3,300		
	Subtotal	$	7,700
III.	– Special Out-of-Pocket Expenses		
	– DCI staff travel (airfare, hotel, meals, etc.) to Barbados ($1,200/visit x 2 "person visits")		$2,400
	TOTAL OUT-OF-POCKET EXPENSES:	$	10,100
	TOTAL PROGRAM	$	74,100

8. Cancellation: As agreed, this agreement can be canceled by BIDC upon 30-day written notice to DCI.

9. Credentials: We have also discussed this matter at some depth. Suffice it to say that DCI is the only firm anywhere specializing rather than sidelining in economic development marketing, that we have worked with more than 240 development groups, that we are heavily sub-specialized in the Caribbean and clients there include virtually all of the English-speaking islands and of course Barbados itself has been a former client of DCI. Further information is provided in the Addendum.

10. Acceptance of Terms: Acceptance of the terms and conditions described in this Agreement may most simply be signified by signing and returning one copy of this letter.

11. This document represents the full contract between BIDC and DCI.

Two further points should be appended: The following addendum provides as requested some examples of DCI's work and references; finally, we look forward to this assignment with a pleasant mixture of optimism and enthusiasm.

Sincerely,

Ted M. Levine
Chairman

Robert DeRocker
Vice President

ACCEPTED

BY: Henderson B. Holmes

FOR: Barbados Investment & Development Corporation

DATE: July 26, 1996