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
Approval Expires Oct. 31, 1986

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 LTD
461 Park Ave South 9th Floor
NY, NY 10016

2. Registration No.
4777

3. Name of foreign principal
Investissement - Québec

4. Principal address of foreign principal
2001 McGill College Montreal
QBH3A1G1

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

☑ Foreign government

☐ Foreign political party

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

☐ Partnership ☐ Committee

☐ Corporation ☐ Voluntary group

☐ Association ☐ Other (specify) _____

☐ Individual—State his nationality _____

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

a) Branch or agency represented by the registrant.

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

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

a) Principal address

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

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

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

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.)*

set-up a meeting with U.S. Executives

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
11/15/99	JOAN AMATO CONTROLLER	Joan Amato

U.S. GOVERNMENT PRINTING OFFICE : 1984 O - 434-349

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, 1986

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 duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Development Counsellors International LTD	Investissement-Québec

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 two 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 two 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 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.

arrange a meeting between NY site selectors and site selection consultants with a delegation of public and private sector reps. from Québec

DI

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 / Website: www.dc-intl.com

March 8, 1999
(Via Fax: 514/873-4503
4 pages)

Mr. Reinhardt Neubauer
Project Manager-U.S.
Investissement-Québec
2001 McGill College
Montreal, Quebec H3A1G1
CANADA

RE: DCI Revised Proposal/Agreement to Assist Investissement-Québec in Upcoming New York Marketing Mission

Dear Mr. Neubauer:

The following proposal stems from our recent telephone discussion and your request for a DCI service proposal to assist with the breakfast seminar in New York.

I. STRATEGY

The prime objective of this project will be to bring New York area site selectors and site selection consultants together with your delegation of public and private sector representatives from Quebec for a breakfast seminar at the Hotel Intercontinental on April 15th.

These prospective investors and their advisors will be encouraged to learn more about the region and its unique business offerings. Presentations by 4 key executives including Prime Minister Bouchard are anticipated.

As the only firm in the world specializing exclusively in economic development marketing, Development Counsellors International (DCI) has unique credentials to help make this event a genuine success.

II. WORK PROGRAM

DCI's primary role will be to identify the right people (key corporate executives and site selection consultants) and get them to attend the April 15th breakfast seminar.

The program of work is outlined in greater detail below:

A. List Development/Selection

Working with a combination of internal DCI "house" lists as well as purchased lists, DCI would develop a master database of corporate executives from prospective investors and site selection consultants in key target industries. Finally, the list should be complemented by prospects already in touch with your organization and perhaps suggestions from the Canadian Consulate in New York.

B. Invitation Generation/Follow-up

DCI will design an effective, invitation mailing to get beyond the "gatekeepers" and into the hands of senior executives. Ideally, we would recommend utilizing a personalized letter from either the Prime Minister or a senior executive from a US company that has invested in the Province. Timely production/mailing of this package, utilizing stationary provided by the signator, will be managed by DCI. Given the press of time, the response device will be faxed back directly to DCI's New York offices.

Following the initial mailing, DCI will embark on an aggressive telemarketing follow-up program to encourage attendance at the breakfast seminar. In addition, all registrants will be confirmed by telephone the day before the reception.

In all, we would project attendance by 30-40 prospective investors and site selection consultants.

C. Seminar Participation/Assistance

DCI staff will be available to assist at the actual event in the areas of name-tag generation, reception check-in, and other last minute arrangements and details.

D. Final Report

DCI will prepare a final report detailing all attendees (with titles and contact information) as well as our assessment of the overall presentation/function.

III. TIMING

The project would begin immediately (essentially March 1st) and continue for a period of two months through April 30th. The New York mission itself would take place on April 15th permitting two weeks of post-seminar follow-up and "after care."

IV. COST

Following is a projected budget. The costs are divided into two elements, time fees and projected out-of-pocket expenses. Professional time fees will be billed at the beginning of each month. Expenses will be billed as they occur with documentation; client payment is requested within 15 days of billing. All fees and expenses are presented in US dollars.

Investissement-Québec Marketing Mission to New York
DCI PROGRAM BUDGET
(March 1-April 30, 1999)

Special Event in New York City

-- List Purchase/Development	$ 500
-- Invitation Mailings ($1.50/invitation x 750 invitations)	$ 1,125
-- Postage for Invitation Mailings ($.32/invitation x 750 invitations)	$ 240
-- Ongoing Communication Expenses with prospective attendees and Invest in Quebec: telephone/fax/messenger/federal express ($350/month x 2 months)	$ 700
-- DCI Time costs ($6,000/month x 2 months)	$12,000
Program Total	$14,565*

* Additional expenses surrounding the New York mission such as airfare, hotel, car service and the costs associated with the actual breakfast seminar will be covered directly by Investissement-Québec.

V. DCI CREDENTIALS

Development Counsellors International is the only firm specializing, rather than sidelining, in economic development marketing. We have worked for more than 250 development based clients, including 35 US states and 7 Canadian Provinces. A complete list of all clients served may be found on DCI's website (www.dc-intl.com).

VI. ACCEPTANCE OF TERMS

Acceptance of these terms can most simply be signaled by signing and returning one copy of this letter of agreement.

Respectfully submitted,

Andrew T. Levine
President

ACCEPTED BY:

SIGNATURE: _____ TITLE: C.E.O.

DATE: MARCH 10, 1999

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 / Website: www.dc-intl.com

Investissement-Quebec
2001 McGill College
Montreal, Quebec
Canada, H3A1G1
ATTN: R. Neubauer, Proj.Mgr. US

Invoice-# : 005375
Date : 05/31/99
Job Number : 147-2
Terms : Net 10 Days
P.O. Number :
Page-# : 1

Job title : REBILLABLE EXPENSE

DESCRIPTION	AMOUNT
Travel, Cabs & Tolls	20.64
Communication: Telephone, Fax Photostats, Postage	16.18
--- INVOICE TOTAL ---	$ 36.82

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Phone (212) 725-0707 Fax (212) 725-2254 E-mail econdev@dc-intl.com / Website: www.dc-intl.com

Investissement-Quebec
2001 McGill College
Montreal, Quebec
Canada, H3A1G1
ATTN: R. Neubauer, Proj.Mgr.

Invoice # : DCI270
Date : 04/30/99
Job Number : 1277-1
Terms : Net 10 Days
Agent : 1

Job title : PERMISSION RELEASE

DESCRIPTION

Travel, Daos & Tolls

Communication: Telephone, Fax
Photostats, Postage

--- INVOICE TOTAL --- $ [illegible]

Interest charge of 1½% will be added to all past due invoices.

White—Client Copy/Yellow—Remittance Copy/Pink—File Copy/Goldenrod—Client File Copy

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Phone (212) 725-0707 Fax (212) 725-2254 E-mail econdev@dc-intl.com / Website: www.dc-intl.com

Investissement-Quebec
2001 McGill College
Montreal, Quebec
Canada, H3A1G1
ATTN: R. Neubauer, Proj.Mgr. US

Invoice-# : 005193
Date : 03/31/99
Job Number : 147-2
Terms : Net 10 Days
P.O. Number :
Page-# : 1

Job title : REBILLABLE EXPENSE

DESCRIPTION	AMOUNT
Communication: Telephone, Fax Photostats, Postage	251.99
Contracted Services	332.53
Clipping Services	73.52
Invitations 350 @ adjusted rate $.95	332.50
--- INVOICE TOTAL ---	$ 990.54

Interest charge of 1½% will be added to all past due invoices.

White—Client Copy/Yellow—Remittance Copy/Pink—File Copy/Goldenrod—Client File Copy

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Phone (212) 725-0707 Fax (212) 725-2254 E-mail econdev@dc-intl.com / Website: www.dc-intl.com

Petro-Canada
P.O. Box 2844
Calgary, Alberta
Canada, T2P 3S3
ATTN: Rob Andras, Sr. Dir.

Invoice # : 005305
Date : 04/30/99
Job Number : 370-2
Terms : Net 15 Days
P.O. Number :
Pages :

Job title :

DESCRIPTION	AMOUNT
Messenger/Delivery	58.00
Communication: Telephone, Fax Photostats, Postage	196.50
--- INVOICE TOTAL ---	$ 254.50

Interest charge of 1½% will be added to all past due invoices.

White—Client Copy/Yellow—Remittance Copy/Pink—File Copy/Goldenrod—Client File Copy