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, LTD.
461 PARK AVENUE S. - 12TH FLOOR
NEW YORK, NY 10016

2. Registration No.
4777

3. Name of foreign principal
GOVT. OF THE CAYMAN ISLANDS

4. Principal address of foreign principal
ADM. BLDG. ELGIN AVE.
GEORGE TOWN, GRAND CAYMAN

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
☐ Corporation
☐ Association
☐ Committee
☐ Voluntary group
☐ 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 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.)*

Promotional Services to establish a SCUBA Diving International Hall of Fame.

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
5/2/00	JOAN AMATO, CONTROLLER	Joan Amato

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

THIS AGREEMENT is made the 18 day of JANUARY 2000

BETWEEN THE GOVERNMENT OF THE CAYMAN ISLANDS of Government Administration Building, Elgin Avenue, George Town, Grand Cayman (hereinafter referred to as the "Principal") of the FIRST PART; and DEVELOPMENT COUNSELLORS INTERNATIONAL of 461 Park Avenue South, New York, NY 10016,United States of America (hereinafter referred to as the "Consultant") of the SECOND PART.

WHEREAS

1) The Principal is desirous of establishing an International Scuba Diving Hall Of Fame to be located in the Cayman Islands.

2) The Consultant has an extensive and relevant background in tourism/economic development; with almost forty years of successful experience in this sector development, a client base of over 250 participants and a full familiarity with the Caribbean including the Cayman Islands.

3) The Principal wishes to engage the services of the Consultant to provide a combination of consultancy and promotional services as detailed hereunder.

OPERATIVE PROVISIONS

1. **Definitions**

1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:
"The Facility" means the International Scuba Diving Hall of Fame to be located at "The Port Authority Building", George Town, Grand Cayman, Cayman Islands.

"The Project" means the establishment of, the organizational structuring, marketing and promotion of the Facility.
"Completion of the Project" means the acceptance by the Principal of the satisfactory completion of the project in accordance with the Project Requirements.
"Consultancy Services" means the consultancy services pursuant to this Agreement as specified in Appendix 1.

"Project Materials" means any and all works of authorship and materials developed, written or prepared by the Consultant, its employees, agents or sub-contractors in relation to the Project (whether individually, collectively or jointly with the Principal and on whatever media) including, without limitation, any and all reports, studies, data, diagrams, charges, specifications, pre-contractual and contractual documents and all drafts of such and working papers relating to such, but excluding ordinary

correspondence passing between the Principal and the Consultant **and** all promotional material used by the Consultant for marketing, promoting, publicising and advertising the Facility and includes sales literature, brochures, catalogues, flysheets and posters.

"Project Participants" means the Persons particularized in Appendix 3 and those employees and permitted sub-contractors of the Consultant engaged from time to time in providing the Consultancy Services.

"Project Requirements" means the requirements specified in Appendix 2.

1.2 Headings are included for reference only and shall not affect interpretation.

1.3 Words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporated; and (in each case) vice versa.

1.4 Any reference to a party to this Agreement includes a reference to his successors in title and permitted assigns.

2. Consultancy Services

2.1 The Principal engages the Consultant to provide the Consultancy Services as set out in Appendix 1 and the Consultant agrees to act as Consultant to the Principal in relation to the Project and perform the services and other related duties in accordance with this Agreement and the terms of reference in Appendix 1.

2.2 The Consultant represents and warrants to the Principal that by virtue of entering into this Agreement it is not and will not be in breach of any express or implied obligation to any third party binding upon it.

3. Term

This Agreement shall commence on ~~{~~ 10 December, 1999 ~~}[the date of this Agreement]~~ and shall continue subject as mentioned in this Agreement until the 31st December, 2000.

4. Termination and Cancellation

4.1 Without limitation the Principal may by notice in writing immediately terminate this Agreement if the Consultant shall:

(a) be in breach of any of the terms of this Agreement [which, in the case of a breach capable of remedy, shall not have been remedied by the Consultant within

fourteen(14) days of receipt by the Consultant of a notice from the Principal specifying the breach and requiring its remedy];

(b) be incompetent, guilty of gross misconduct and/or any serious or persistent negligence in the provision of the Consultancy Services;

(c) fail or refuse after written warning to provide the Consultancy Services reasonably and properly required of it in this Agreement.

4.2 The Consultant shall be entitled to terminate this Agreement immediately by notice in writing to the Principal if the Principal shall:

(a) commit any serious or persistent breach of any of its obligations in this Agreement and (in the case of a breach capable of being remedied) shall have failed , within fourteen (14) days after the receipt of a written request from the Consultant so to do, to remedy the breach (such request to contain a warning of the Consultant's intention to terminate);

4.3 On the expiration, termination or cancellation of this Agreement.

(a) all rights and obligations of the Principal and the Consultant under this Agreement shall automatically terminate except for such rights of action as shall have accrued prior to such expiration, termination or cancellation and any obligations which expressly or by implication are intended to come into or continue in force on or after such expiration, termination or cancellation;

(b) The Principal shall pay the Consultant for all unpaid charges and reimbursable expenses accrued up to the date of expiration, termination or cancellation;

(c) The Consultant shall give the Principal, at its request, all reasonable co-operation in transferring to the Principal all sub-contracts made by the Consultant in providing the Consultancy Services to the extent that sub-contractors approve and provided that the Consultant is fully released from its obligations in relation to such.

5. Consultant's Services

5.1 The Consultant shall provide the Consultancy Services in order to meet the Project Requirements.

5.2 The Consultant shall provide the Consultancy Services with reasonable care and skill and to the best of its ability.

5.3 While the Consultant's method of work is its own, the Consultant shall comply with the reasonable requests of the Principal and shall use its best endeavours to promote the interests of the Principal in relation to the Project.

5.4 The Consultant warrants and undertakes to the Principal that:

(a) The Consultant and the Project Participants will have the necessary skill and expertise to provide the Consultancy Services;

(b) The Consultant will provide independent and unbiased advice to the Principal in relation to the Project;

(c) The Consultant will make available (amongst others) the Project Participants to perform the duties of the Consultant in this agreement or such replacements of equivalent status as may be approved by the Principal (such approval not to be unreasonably withheld or delayed);

(d) The Project Materials will, so far as they do not comprise material originating from the Principal, its employees, agents or contractors, be original works of authorship and the use or possession of such by the Principal or the Consultant will not subject the Principal or the Consultant to any claim for infringement of any proprietary rights of any third party;

(e) The Consultancy Services will be provided in a timely and professional manner and in accordance with the time Schedules reasonably stipulated by the Principal and will conform to the standards generally observed in the industry for similar services;

(f) The Consultant will not, without the prior written consent of the Principal, accept any commission or benefit or other financial benefit or inducement from any supplier or supplier of services that are included in the whole or any part of the Consultancy Services and will ensure that its employees, agents and sub-contractors will not accept any such and will immediately give the Principal details of any such commission, gift, benefit or inducement which may be offered;

(g) No announcement or publicity concerning this Agreement or the Project or any matter ancillary to such shall be made by the Consultant without the prior written consent of the Principal; and

(h) The Consultant has in effect and will maintain in effect during the continuance of this Agreement professional indemnity insurance with an insurance office of repute to cover the liability accepted by it in this Agreement and will produce a copy of the insurance policy and relevant renewal for inspection by the Principal whenever required and will not do or omit to do anything whereby such insurance may be vitiated either in whole or in part.

6. Principal's Obligations

The Principal shall:

(a) make available to the Consultant such office and secretarial services agreed with the Consultant as being necessary for the Consultant's work under this agreement;

(b) ensure that its employees co-operate fully with the Consultant and the Project Participants in relation to the provision of the Consultancy Services; and

(c) promptly furnish the Consultant with such information and documents as it may reasonably request for the proper performance of its obligations in this Agreement.

7. Personnel

7.1 The parties shall each appoint a representative who shall have full authority to take all necessary decisions regarding the Project and the provision of the Consultancy Services.

7.2 The Parties shall procure their representatives to meet at [regular intervals] or at least [once a month] during the continuance of this Agreement to discuss and minute the progress of the Project and the Consultancy Services.

7.3 The Principal shall be entitled to request and obtain, in its discretion, the removal and replacement of any of the Project Participants which it may designate; Provided that the Principal shall not exercise such right frivolously or vexatiously.

7.4 The Consultant shall ensure that while any of the Project Participants are on the Principal's premises they will conform to the Principal's normal codes of staff and security practice.

8. Project Materials and Intellectual Property Rights

8.1 Any and all intellectual property rights, including copyright, in any work carried out by the Consultant as part of the Consultancy Services shall on their respectively coming into existence vest in the Principal and the Consultant assigns to the Principal, by way of assignment of future rights, all its world-wide right, title and interest in and to the same and waives any moral rights in it and shall procure that its employees and others who contribute to the Consultancy Services waive such rights.

8.2 At the request and expense of the Principal, the Consultant shall do all such things and sign all documents or instruments reasonably necessary in the opinion of the Principal to

enable the Principal to obtain, defend and enforce its intellectual property rights referred to in clause 8.1.

8.3 Upon request by the Principal, and in any event upon the expiration or termination of this agreement, the consultant shall at its expense promptly deliver to the Principal all copies of the Project Materials then in the Consultant's custody, control or possession.

8.4 The provisions of this Clause 8 shall survive the expiration or termination of this agreement.

9. Fees and Expenses

9.1 The Principal shall pay to the Consultant the monthly fee of US $8,000.00 payable in arrears (hereinafter referred to as 'the Consultancy Fee'), for a period of 12 months, the aggregate of which shall not exceed the sum of US$96,000.00.

9.2 The Principal will be responsible for all reasonable costs and expenses incurred by the Consultant in the carrying out of the obligations hereunder; including out of pocket expenses such as communications, correspondence, special materials, special events, travel and editorial contact and materials. All expenses will be billed at cost with no mark up backed by receipts.

9.3 All major out -of –pocket expenditure (media luncheons, satellite media tours and other related events) shall require the prior approval of the Principal in advance of incurring the expense. The Principal reserves the right to have all such expenses billed directly to the Principal.

9.4 The Consultant shall render monthly-itemised invoices and/or receipts to the Principal in respect of the charges and expenses incurred under Clause 9.1 and 9.2 above.

9.5 All charges payable by the Principal shall be paid within thirty (30) days after the receipt by the Principal of the Consultant's invoices and receipts/vouchers or other evidence of actual payment of such expense.

10. Confidential Information

10.1 The Consultant shall not use or divulge or communicate to any person (other than with the authority of the Principal):

(a) any confidential information concerning the products, customers, business, accounts, finance or contractual arrangements or other dealings, transactions or

affair of the Principal and its subsidiaries which may come to the Consultant's knowledge in the course of providing the Consultancy Services;

(b) any information concerning the Project;

(c) the Project Materials or the substance of any report, recommendation, advice or test made, given or undertaken by the Consultant in connection with its duties in this Agreement;

and the Consultant shall use its best endeavours to prevent the unauthorised publication or disclosure of any such information or documents.

10.2 The Consultant shall ensure that its employees, agents and sub-contractors are aware of and comply with the confidentiality and non-disclosure provisions contained in this Clause and the Consultant shall indemnify the Principal against any loss or damage which the Principal may sustain or incur as a result of any breach of confidence by any of such persons.

10.3 If the Consultant becomes aware of any breach of confidence by any of its employees, agents or sub-contractors it shall promptly notify the Principal and give the Principal all reasonable assistance in connection with any proceedings which the Principal may institute against any such persons.

10.4 The provisions of this Clause 10 shall survive the expiration or termination of this Agreement but the restrictions contained in Clause 10.1 shall cease to apply to any information which may come into the public domain otherwise than through unauthorised disclosure by the Consultant, its employees, agents or sub-contractors.

11. Restriction

The Consultant shall not and will procure that none of the Project participants shall (whether directly or indirectly or whether on its or their own account or for the account of any other person, firm or company, or as agent, partner, manager, employee, consultant or shareholder of or in any other person, firm or company) at any time during the period from the date of this Agreement to [three (3) months] after the date of expiration or termination of this Agreement for any reason and in any manner whatsoever work on any project similar to the project for any person, firm or company which is engaged in or conducts a business the same as or similar to or competitive with the business of the Principal as carried on at the date of this Agreement.

12. Assignment

12.1 Save as provided in Clause 12.2, the Consultant shall not be entitled to assign or sub-contract any of its rights or obligations under this Agreement.

12.2 The consultant shall be entitled (subject to the prior written approval of Principal), to engage the services of independent contractors of its own, to assist it with its duties in this Agreement; Provided that the Consultant:

(a) shall not be relieved from any of its obligations in this Agreement by engaging any such independent contractor;

(b) shall secure binding obligations from any such independence contractor so as to ensure that the Consultant can comply with its obligations under this Agreement including, in particular, its obligations under clause 5, 8, 10 and 11; and

(c) shall, upon request by the Principal, first procure that any such independent contractor enters into direct covenants with the Principal in terms similar to and covering the provisions of Clauses 8, 10 and 11.

12.3 The Principal shall be entitled to assign all of its rights and obligations under this Agreement to a Group Company.

13. Indemnity

The Consultant shall indemnify the Principal and keep the Principal fully and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Principal may sustain or incur or which may be brought or established against it by any person and which in any case arises out of or in relation to or by reason of:

(a) the negligence, recklessness or willful misconduct of the Consultant, its employees, agents or sub-contractors, in the provisions of the Consultancy Services;

(b) the breach of any of the warranties and undertakings contained in Clause 5; or

(c) Any authorized act or omission of the Consultant, its employees, agents or sub-contractors.

14. Notices

14.1 All notices which are required to be given by this Agreement shall be in writing and shall be sent to the address of the recipient set out in this Clause 14.1 or such other address as the recipient may designate by notice, given in accordance with the provisions of this Clause 14. A copy of all notices sent to the Principal shall be sent to the Honourable Minister of Tourism at the address set out in this Clause 14.1.

Consultant: Senior Vice President/Travel Marketing
461 Park Avenue South
New York, NY 10016
USA

Tel: (212) –725-0707
Fax: (212) –725 -2254
Attention: Ms Peggy Bendel

Principal: Hon Minister of Tourism
Ministry of Tourism
Government Administration Building
Georgetown, Grand Cayman
Cayman Islands, BWI

Tel: (345) –949-7900
Fax: (345)-945-1746
Attention: Hon Thomas Jefferson

15. Reporting Obligations

15.1 The Consultant shall submit twelve (12) monthly reports, commencing January 2000 through December 2000, detailing accomplishments in relation to mutually agreed upon goals and objectives as set out in the Consultancy Services and Project Requirements. In addition the Consultant shall submit a final summary report outlining annual accomplishments and providing recommendations for the following twelve month period.

16. Jurisdiction

16.1 The construction, validity and performance of this Agreement shall be governed by the Laws of the Cayman Islands and the parties submit to the non-exclusive jurisdiction of the Cayman Courts.

17. Force Majeure

17.1 Neither party shall be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by circumstances beyond the reasonable control of the

party so delaying and such party shall be entitled (subject to giving the other party full particulars of the circumstances in question and to using its best endeavours to resume full performance without avoidable delay) to a reasonable extension of time for performance of such obligations.

18. General

18.1 The Consultant is an independent contractor and nothing in this Agreement shall render it an agent or partner of the Principal and the Consultant shall not hold itself out as such. The Consultant shall not have any right or power to bind the Principal to any obligation.

18.2 No waiver or amendment of any provisions of this Agreement shall be effective unless made by a written instrument signed by both parties.

18.3 Each provision of this Agreement shall be construed separately and notwithstanding that the whole or any part of any such provision may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall continue in full force and effect.

18.4 This Agreement sets out the entire agreement of the parties in relation to the Project and supersedes all prior agreements and understandings in relation to the Project.

IN WITNESS whereof the parties have caused their duly authorized representatives to execute this Agreement as of the date at the head of this Agreement.

SIGNED:
BY THE GOVERNMENT OF)
THE CAYMAN ISLANDS)
)
In the presence of:)

BY: _____
THE HON MINISTER OF TOURISM

_____
Witness

SIGNED
BY DEVELOPMENT COUNSELLORS)
INTERNATIONAL)
In the presence of:)

BY: _____
SENIOR VICE PRESIDENT/TRAVEL MARKETING

_____
Witness

LAUNCH OF THE CAYMAN ISLANDS DIVE HALL OF FAME

PROJECTED PROGRAM OF ACTIVITIES 1999-2000

NOTE: The projected activities below will be influenced by activities of the CIDOT and may be revised based on these operational realities. Program activities will be integrated with previously initiated CIDOT activities and special events, including US visits to Atlanta/Lake George (NY) and Scubabowl 2000.

QUARTER I
DECEMBER 1999 – MARCH 2000

OBJECTIVES:

- **Determine, with client, objectives and goals for International Scuba Diving Hall of Fame (ISDHF)**
- **Plan and execute DEMA announcement of ISDHF and web-site (and probably Jean Michel Cousteau spokesperson role)**
- **Follow-up with dive/consumer travel/travel trade media and monitor results to assure maximum coverage and impact of ISDHF announcement**

General Program Activities

- DCI to meet with client to review all elements of projected ISDHF marketing program
- Draft final ISDHF plan and present to client for approval
- Arrange "getting to know you" meeting with client's advertising agency, Lynda Long, and key marketing partners, including the Caribbean Tourist Organization (CTO), to discuss the ISDHF
- Establish logo and trademark the official name of the "Dive Hall of Fame"
- Enlist press clip service to monitor coverage of ISDHF
- Develop list of targeted print/broadcast/online media to receive press material and to be invited to visit
- Draft schedule of topics for press releases and send to client for approval
- Ongoing liaison with client, DEMA staff, advertising agency and CTO

DEMA Announcement Activities

- Initiate arrangements for DEMA press conference announcement of ISDHF and new web-site (and probably Jean Michel Cousteau spokesperson role)?
    - Confirm venue arrangements and AV requirements for DEMA press conference on Tuesday, January 19, 2000 in Las Vegas
    - Develop target media list
    - Draft & distribute invitations, manage responses
    - Determine preferences, secure & confirm photographer
    - Ongoing liaison with client and DEMA staff
    - Outline press kit materials and formulate kit to distribute at DEMA
    - Attend DEMA for ISDHF announcement and manage press conference
- Draft & distribute (after press conference) press release announcing ISDHF, Board of Directors and web-site
- Distribute press kit and information to non-attendees and key general media
- Contact key dive and general media to follow-up on DEMA announcement of ISDHF

Program Activities On Behalf of Board of Directors

- Assist in establishing founding ISDHF Board of Directors
- Enlist board members as spokespeople for ISDHF
- Develop & revise agenda for Board of Directors initial meeting
- Assist in developing criteria for choosing inaugural inductees
- Finalize process for choosing inaugural inductees
- Structure "talking points," PowerPoint or alternate presentation for use by board members and other "influencers" to discuss ISDHF when appropriate
- Brief spokespeople on delivering the prepared presentation
- Begin to establish speaking engagements for select spokespeople

APPENDIX "2"

PROJECT REQUIREMENTS

1. International Public Awareness of the Establishment of the International Scuba Diving Hall of Fame.

2. Contributions of Materials, Equipment and Documentation with respect to Scuba Diving from around the world.

3. Enhancement of Cayman Islands land based attractions.

4. Increase in Tourist Arrivals

5. Promotion of Scuba Diving in the Cayman Islands.

6. Endorsement of the Hall of Fame and the Cayman Islands by Celebrity Inductees; and

7. Increase in the tourism Sector's contribution to the GDP.

APPENDIX " 3"

PROJECT PARTICIPANTS

PRINCIPAL CONTACTS

1. TED M. LEVINE (Chairman DCI)
2. PEGGY BENDEL(Senior Vice President DCI)
3. KARYL BARNES (Tourism Marketing Specialist DCI)

CREATIVE/ ADMINISTRATIVE STAFF

1. MILLICENT BROWN
2. BEVERLY KING
3. THOMAS JEFFERSON