

Privacy Act Statement. 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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, 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 Ruder Finn Inc 301 E. 57th St New York, NY 10022 | 2. Registration No. 1481 |
|---|-----------------------------|

| | |
|---|---|
| 3. Name of foreign principal Rome Cavalieri Hilton | 4. Principal address of foreign principal Via Cadlolo, 101, 00136 Rome, Italy |
|---|---|

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:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual-State 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

Hotel / Tourism

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.)

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.

Hilton Italiana S.r.l.

| Date of Exhibit A | Name and Title | Signature |
|-------------------|----------------|--|
| 10/9/01 | GAIL MORLEY |  |

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, Criminal 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 <i>Russ Finn Inc 301 E. 5th St NY, NY 10022</i> | 2. Registration No. <i>1481</i> |
| 3. Name of Foreign Principal <i>Rome Cavalieri Hilton</i> | |

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.

Public Relations Counselor

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

Media Relations, Press releases,
Press Kits.

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.

Date of Exhibit B

10/9/01

Name and Title

CARIL MOONEY

Signature

Carl Mooney

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 policies or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.



R U D E R • F I N N

AGREEMENT

Agreement made and entered into as of the 1st day of August, 2001 between Ruder Finn, Inc. a New York, USA corporation having its principal place of business at 301 E 57th Street, New York, NY 10022, hereinafter referred to as "Agency" and Hilton Italiana S.r.l., having its principal office located at Via Cadlolo, 101, 00136 Rome, Italy, recorded with the Rome Register of Business Enterprises under Nr. 931/63, VAT Nr. 00888641008, hereinafter referred to as "Client". Whereas, Client runs in Rome, Via Cadlolo n.101, a 5-star luxury hotel, named "Rome Cavalieri Hilton".

Whereas, Client has retained Agency to provide public relations services and counseling as hereinafter set forth.

Now, therefore, it is agreed between the parties as follows:

1. Term

This agreement will commence on **August 1, 2001** and will continue through **April 30, 2002** unless terminated by either party at any time by giving 90 days prior written notice to the other. The rights, duties and responsibilities of both parties shall continue in full force and effect during the period of notice. If 90 days notice is submitted, both parties will agree in writing on the work to be completed within the three-month period. Only completed work will be paid for and all "completed work" will be paid for at the end of the 90-day notice period. "Completed work" means a project or activity of which all aspects have been completed to Client's satisfaction and for which the Agency has prepared and delivered to Client a final activity report. Any extension beyond April 30, 2002 is subject to prior agreement in writing between the parties.

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2. Service

- a. The services to be provided by Agency for Client's Core U.S. Program are specifically set forth in Attachment A attached hereto and made a part hereof.
- b. It is assumed that all the services provided by Agency to Client will be included in the contents of Attachment A referred to hereinabove, with the following exception. Services not outlined in Attachment A shall require an additional attachment outlining said additional services and their costs for staff fees and estimated expenses. Additional services are subject to specific prior approval in writing of said estimate, to be executed personally by Mr. Hans R. Fritz, general manager of the Client.

3. Compensation

- a. Client agrees to pay to Agency a monthly fee of \$5,500 U.S.D., which fee includes public relations services included in Attachment A.
- b. Expenses: Expenses incurred covering such items as travel and entertainment shall be incurred in accordance with Client's travel and entertainment policy. Client will be provided with evidence of all expenses at the end of each month for the expenses incurred in the prior month. Expenses should be repaid on a pure cost basis and supported by legally and taxwise acceptable evidence of travel, entertainment, advertorial, phone, fax, courier, postage, messenger and other similar related out-of-pockets costs to support the public relations services executed by Agency on behalf of the Client. Expenses incurred for news bureau operations will be invoiced at the end of each month and shall be payable by the Client within 30 days of receipt of the invoice. Any individual expenses in excess of \$200 U.S.D shall require separate approval in writing of Client prior to their incurrence.

4. Confidentiality

Agency agrees to treat confidentially all information Client, its representatives or advisors, furnish to Agency prior to or after the date of this Agreement, whether furnished orally or in writing, or through other means, regardless of whether such information is specifically identified as "confidential". Agency agrees not to use any confidential information or material for any purpose other than the exclusive purpose of fulfilling its obligations under this Agreement and such information will not be used by Agency in any way detrimental to Client. Upon termination for any reason of the contract all and any materials, documents, brochures, etc. relating to Client will be returned by Agency to Client.

5. Assignment

This Agreement may not be assigned by Agency in whole or in part without the prior written consent of Client, which consent may be withheld or denied in Client's sole discretion.

6. Governing Law

This Agreement shall be governed by and construed under the laws of the State of New York, USA.

7. Other

- a. On expenditures of \$500.00 and over, for other activities requested by Client, Client shall have the option of having such charges billed directly to its organization. Only if, upon written request of the client, such expenditure is billed directly to Agency, Agency will impose a handling and financing charge of 20%. These charges shall apply to other projects that are beyond the scope of Attachment A and projects that are approved in advance in writing by Client, but not be limited to, art, photography, design, printing, films, TV production, VNR and mat service. The above projects shall give evidence to the surcharge of 20% which will be applied

in case of direct billing of expenses to the Agency upon request of the Client.

- b. All uncontested amounts due over forty-five (45) days from invoice date shall bear interest from such 45th day at the rate of six percent (6%) per annum (or such lesser rate as may be the maximum permissible rate under applicable law). This charge shall be in addition to any other remedies Agency may have with respect to late payment.
- c. Due to training, employment and replacement costs, unless agreed to by both parties, Client agrees that during the term of this Agreement and for a period of one year thereafter, it will not employ or attempt to employ any employee of Ruder Finn who had been assigned to or involved with Client's account. In the event that Client does employ a Ruder Finn employee during such period, either directly or indirectly, a fee equal to 30% of the employee's first year compensation package will be due to the Agency.
- d. Notwithstanding the foregoing, in the event that either party shall have breached any material provision hereof, or shall have taken any action which shall have had the intention and effect of materially injuring the business, reputation or prospects of the other, which breach of action, when susceptible to be cured, is not cured within 15 days following written notice thereof to the breaching party from the other, said other party shall have the right to terminate this Agreement as of the 16th day following the date of such notice without limitation of any other rights it may have in respect of such breach or injurious action.
- e. If the aggregate amount due to Agency hereunder should exceed \$10,000 for a period of more than 90 days, Agency will have the right to cease all work on Client's account until the outstanding amounts are paid.


8. Indemnification

Each party shall indemnify and hold harmless the other party from and against all obligations of any nature whatsoever, including all reasonable

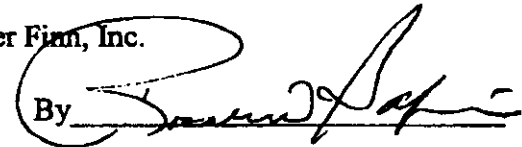
attorney's fees, resulting from a party's willful misconduct or negligent act or omission or failure to perform in accordance with any of the terms and conditions of this Agreement; provided, however that the party to be indemnified hereunder notifies the other party promptly of any such claim and such claim is not attributed to any negligent act or omission by the indemnified party, its corporate affiliates or any of their officers, directors, employees, subcontractors or agents. This indemnification shall survive the termination of this Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, oral or written. Any amendment to this Agreement will be valid and enforceable only if executed in writing by both parties.

Hilton Italiana S.r.l.

By 

Ruder Finn, Inc.

By 

ATTACHMENT A

(To contract dated for period August 1, 2001 to April 30, 2002)

MONTHLY RETAINER SERVICE

Hilton Italiana S.r.l. will retain Ruder Finn on a monthly basis for ongoing, full-service public relations services. This will include a dedicated account team with a management supervisor, an account supervisor and an account executive. The monthly retainer for staff time will cover the following services:

- **Ongoing proactive media relations** to reach key travel editors, food editors, spa editors and special-interest reporters on the full range of services and amenities offered at the Rome Cavalieri Hotel, in order to develop customized story angles for media placements in the U.S.;
- **Monthly press releases** on new developments and different aspects of the hotel experience (nine releases in total throughout the nine-month contract);
- **Ongoing updating of the press kit** (material will be updated on an as-needed basis as facts change);
- **Scouting of promotional opportunities** in the U.S. with non-competitive but complementary Italian products for trip-for-two promotions in target markets (a maximum of four promotions throughout the nine-month period);
- **Planning and coordinating of two group press trips** over a nine-month period (if complimentary or discount airfare cannot be obtained for group trips, the Agency will focus on individual visits for reporters based on the available press rates offered by airlines serving Rome), as well as an ongoing series of **one-on-one media visits**;
- **Media tours** in New York and in other U.S. cities (a maximum of four throughout the nine-month period);
- **Ongoing counsel** to discuss new opportunities, provide ideas on new programs and tour packages for publicity value in the U.S., and to provide support during a crisis; and
- **Monthly activities reports** in writing and faxed within seven days from the end of each month and monitoring of press clippings.

**Trinity Church Barbados Trip
November 1 – 7, 2001
Participants**

William and Helen Frye
11 Pierpont Drive
Montclair, NJ 70742
(973) 746-2756

Pearl Anderson
1 Central Avenue
Montclair, NJ 07042
(973) 783-3994

Constance White
856 South 11th Street
Newark, NJ

Shirley de Shong
28 Gates Avenue, Apt 104
Montclair, NJ 07042
(973) 746-5733

Velma Johnson
42 Howe Avenue
Montclair, NJ 07042
(973) 746-1567

Lillian Martin
48 Elm Street
Montclair, NJ 07042

Richard and Alberta Stone
139 Grove Street
Montclair, NJ 07042
(973) 746-6127

Permelia Wright
201-40 120th Avenue
St. Albans, NY 11412
(718) 276-4651

Dwight and Gail Jackson
5 Macopin Avenue
Upper Montclair, NJ 07043
(973) 744-7265

Fronie Sanders
404 Berwick Street
Orange, NJ 07050

Total Participants: 13