

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 <i>Richard F. Fox 301 E. 57th St NY, NY 10022</i>	2. Registration No. <i>1481</i>
--	------------------------------------

3. Name of foreign principal <i>BAY GARDENS RESORTS</i>	4. Principal address of foreign principal <i>REDUIT BEACH, RODNEY BAY VILLAGE, GROS ISLET PO BOX 1892 SAINT LUCIA</i>
--	--

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 \_\_\_\_\_

NSD/CES/REGISTRATION  
UNIT  
2009 NOV -5 AM 9:59

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

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

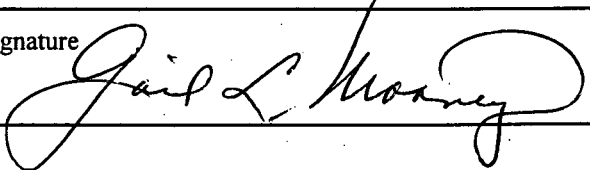
Financed by a foreign government, foreign political party, or other foreign principal Yes  No

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.)

NSD/CES/REGISTRATION  
UNIT  
2009 NOV -5 AM 9:59

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 10/8/09	Name and Title GAIL L. MOANEY EXEC. VICE PRESIDENT	Signature 
------------------------------	--	---

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.

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 .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>Rudder Fint Inc</i>	2. Registration No. <i>1481</i>
3. Name of Foreign Principal <i>BAY GARDENS RESORTS</i>	

NSD/CES/REGISTRATION  
UNIT  
2009 NOV -5 AM 9:59

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 COUNSEL*

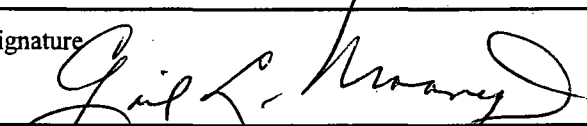
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

MEDIA RELATIONS  
PRESS RELEASES

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.

NSD/CES/REGISTRATION  
UNIT  
2009 NOV -5 AM 10:00

Date of Exhibit B 10/8/09	Name and Title GAIL L. MOANEY EXEC. VICE PRESIDENT	Signature 
------------------------------	--	---

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 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

September 2, 2009

Mr. Sanovnik Destang, CA, CFA  
Director of Finance  
Bay Gardens Resorts  
Reduit Beach, Rodney Bay Village  
Gros Islet PO Box 1892

NSD/CES/REGISTRATION  
UNIT  
2009 NOV -5 AM 10:00

Dear Mr. Destang:

We are pleased that Ruder Finn, Inc. has been appointed as public relations counsel for Bay Gardens Resorts including Bay Gardens Inn, Bay Gardens Hotel and Bay Gardens Beach Resort ("Client"). This is to summarize briefly the arrangement under which Ruder Finn, Inc. will serve your firm.

The cost of the public relations effort depends directly upon the time required to implement it. To provide as much flexibility as possible, while at the same time assuring the availability of personnel, our financial arrangements are on the following basis:

As compensation for our services, Ruder Finn, Inc. will be paid a monthly fee of \$3,000 including expenses. Billing of this monthly fee will be on the first day of each month, and payable by the 10th of that month.

All amounts due over forty-five (45) days from invoice date shall bear interest from such 45th day at the rate of eighteen percent (18%) 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 we may have with respect to late payment.

**If the amounts due Ruder Finn should ever exceed \$10,000 for over 90 days, Ruder Finn will have the option to cease all work on the account until the account is current.**

Ruder Finn will maintain records of all staff time work -- and all out-of-pocket expenditures incurred on behalf of your company -- and will be prepared to supply reasonable supporting detail which you may require.

All press or other materials released on your behalf by Ruder Finn will be submitted to you for approval prior to release. You agree to defend, indemnify and hold us harmless against any loss, cost or expense (including reasonable attorneys' fees) we may sustain or incur as a result of any claim, suit or proceeding made, brought or threatened against us arising out of assertions made on your behalf in any material we may prepare for you and in any public relations efforts we may undertake for you and which you approve before release.

Nothing in this agreement shall be construed so as to constitute either party an agent with authority to bind the other except as may be specifically approved by the party to be so bound.

This agreement is to extend from September ~~14~~<sup>3</sup>, 2009, either party having the right to terminate the agreement on 90 days' notice in writing. *A.O.*

**During said 90 day notice period, we will, on your request, continue to provide our services but, at the minimum, and whether or not you request our services in that period, the average monthly (advance or fee) for the six (6) preceding months will be due to us in each month during that period.**

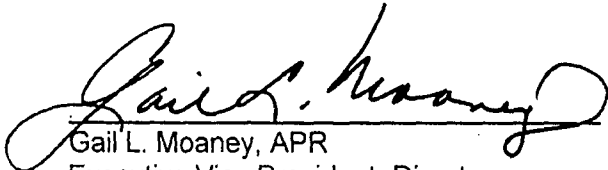
Due to training, employment and replacement costs, unless agreed to by both parties, Bay Gardens agrees that during the term of this agreement and for a period one year thereafter, it will not employ or attempt to employ any employee of Ruder Finn who had been assigned to or involved with Bay Gardens account. In the event that Bay Gardens does employ a Ruder Finn employee, either directly or indirectly, a fee equal to 30% of the employees first year's compensation package will be due Ruder Finn.

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 or action is not cured within 15 business 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.

We will appreciate your signing a copy of this letter in the space provided and returning it to us, keeping the original for your files.

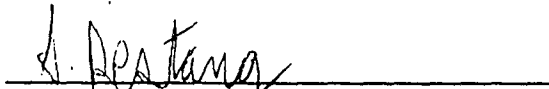
We look forward to a long term and productive relationship with Bay Gardens Beach Resort & Spa.

Cordially,



Gail L. Moaney, APR  
Executive Vice President, Director  
Travel & Economic Development

Approved:

  
Mr. Sanovnik Destang, CA, CFA  
Director of Finance  
Bay Gardens Resorts

September 2, 2009  
Date