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
The Fontayne Group, Inc
2828 Donald Douglas Loop North, Santa Monica, CA 90405

2. Registration No.
3752

3. Name of foreign principal
Queensland Travel and Tourist Corporation

4. Principal address of foreign principal
1800 Century Park East #330
Los Angeles, CA 90067

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

xx☒ 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.
Queensland

b) Name and title of official with whom registrant deals.
Megan Socha, Manager, Leisure, USA and Canada

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

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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

W

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.)*

see attached

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
February 24, 1994	Megan M. Hanlon, Vice President	Megan M. Hanlon

The Fontayne Group,

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
The Fontayne Group, Inc.	Queensland Travel and Tourist Corp.

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.

see contract

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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.

publicity development
media relations
special events coordination
copywriting

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 ☒X

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	Name and Title	Signature
February 24, 1994	Megan M. Hanlon Vice President	Megan M Hanlon

[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.

ATTACHMENT "A"

The Fontayne Group

Communications
Marketing
Los Angeles
New York

Submarine
2828 Donald Douglas Loop North
Santa Monica
California 90405
310-452-1225
Fax 310-452-7784

LETTER OF AGREEMENT

The Queensland Tourist and Travel Corporation (QTTC) agrees to retain The Fontayne Group, Inc. (TFG) as its public relations and promotion agency for the period September 15, 1993 through September 14, 1994, to support the QTTC's marketing goals for the U.S. and Canada. The agreement is renewable at the same fee structure and retainer level for a second year. The Fontayne Group accepts this appointment. Both parties agree to the following terms:

* Professional Fees: TFG charges in U.S. dollars for its time according to the following schedule of hourly rates: $175 per hour for CEO, $ 150 for vice presidents, $125 per hour for other account director time, $90 per hour for supervisors and senior staff, $75 per hour for A/E time, $60 per hour for junior A/E time and $40 per hour for administrative time.

The QTTC and TFG have agreed upon an annual retainer of $54,000, to be billed in segments of US$4,500 per month, to cover professional fees for consumer and trade media relations and outreach, publicity development, news bureau and other activities as outlined in Attachment I.

* Not included in the core program are the costs of designing, writing or otherwise producing collateral materials in support of the various PR and promotional activities which may be requested by the QTTC. These can be quoted separately for those actions selected by the client.

* No fees in excess of those outlined above will be incurred or billed unless activities outside the contractual level or scope of work are specifically requested and approved in writing by the Queensland Tourist and Travel Corporation. Additional projects would be billed at TFG's hourly rates for contract clients.

* Operational expenses such as mileage @ .28, telephone and fax, postage, federal express, ad hoc entertainment of media contacts are billed back at TFG cost since the QTTC agrees to provide to TFG an expense advance of US$ 750 which will be deducted from the final expense invoice of the contract year. Substantiation for all expenses will be available for auditing purposes.

An annual budget for operational expenses is projected to be $4,800.

10 Sept 1993
(TFG initials/date)

29.9.93
(QTTC initials/date)

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Letter of Agreement
Queensland Tourist and Travel Corporation/TFG

* Expenses not included are press kit and press release production costs; out-of-town travel expenses for client-approved travel; representation at key industry meetings such as PATA, SATW, ASTA, ITME; TFG escorts for more than two press groups (additional escorting at $1,500 per group); destinationa video or photo duplication; stationery production.

* Invoices for retainers are issued on the 15th of each month for the following month's activities and are due in TFG's Los Angeles office by the fifth of the month. Invoices for out-of-pocket expenses are issued by the 10th of each month for the previous month with Net 20 terms.

* Late payments are subject to 1 1/2 percent penalty per month or any part of a month. Should TFG require legal or collection services to secure payments of professional fees or expenditures made on behalf of the Queensland Tourist and Travel Corporation, the costs of such services will be paid by the QTTC.

* No out-of-town travel will be undertaken without prior client approval. Out-of-town travel is billed as eight-hour days. Expenses for travel and/or entertainment undertaken on behalf of more than one TFG client will be pro-rated among the clients in proportion to the time expended on behalf of each.

* The Fontayne Group will provide the QTTC with a narrative quarterly report on all activities and results and a monthly clip analysis/return on investment summary. TFC also will on an as warranted basis provide status memos on particular events or task areas within the program and on results achieved or projected.

* TFG agrees to maintain strict confidentiality about all client activities and operations, except for that information approved for release to the media and/or other Queensland Tourist and Travel Corporation audiences.

* This contract will be governed by the laws of the State of California. All disputes would be arbitrated in this State.

Cynthia S. Fontayne 10 Sept 1993
For (date)
The Fontayne Group, Inc.

Ken Rowley 29.9.93
For (date)
Queensland Tourist and Travel Corp.

PR Activities - Attachment I

TFG Travel Takes

In response to most editors clear distress over the overwhelming pile of news releases received daily, most of which they unabashedly admit they throw into the garbage can, TFG created *TFG Travel Takes*. Distribution is to more than 1,700 media nationwide, encompassing all media important to our travel clients, with the specialized "subscription" list (trade and consumer) culled from our own database.

News items about Queensland would appear in ten issues of Travel Takes, each item of which would be selected as appropriate to emphasize QTTC's sales and marketing strategies. Topics would be designed to appeal to identified niche markets or to announce new tour packages, cruise programs or air service.

Other Consumer News Releases

* Two (2) additional major consumer news releases would be reserved for ad hoc distribution during the course of the contract, with topics to be determined in consultation between TFG Account and Editorial Directors and QTTC.

Trade News Releases

* Four (4) news releases will be written specifically for the incentive and meeting trade publications, keyed to new product in the market, success stories, statistical updates or destination focus.

* Six (6) news releases will be written and distributed to North American travel trades with topics of prime interest to the travel agent distribution system. Key topics to include Sunlover Holidays and other tour packages, new cruise products and opportunities, new resorts, tour programs designed for "authentic" Australian experiences.

* Two (2) additional releases would be reserved for breaking news items related to new incentive programs, new product, travel agent outreach or other communication vital to increasing QTTC visibility among general travel trades as well as meeting and incentive trades.

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Mat Stories

* TFG will research, write and arrange for distribution of two mat stories during the year. Size of story (which affects distribution costs) would be determined in concert with QTTC. In our experience, the mat releases which garner significant pick-up inform, entertain or educate the reader (and therefore the decision-making editor).

Specialty Mailings

Anyone who has a mailbox is deluged with communications -- this is especially true for members of the media. In our experience the typical North American travel editor receives more than 1,000 pieces of mail each week, most of which are diverted directly into the trash can. This "failure rate" of the typical press release has led TFG to successfully create and implement attention-getting specialty mailings for a number of its travel clients. TFG can create one specialty mailing to accompany one of the major consumer releases.

Press Trips

TFG will work with QTTC management to identify and solicit top producing media to participate in the individual and group trips identified in its marketing plan, producing qualified journalists for a minimum of six group/individual press visits during the course of this contract. This contract includes TFG escorting for two group trips.

Additionally, TFG will not not charge additional fees for a familiarization visit to Queensland for the core team, should you want us to have a first-hand experience of the product early in the contract period.

Promotions

TFG will utilize its industry contacts to create two special consumer promotions targeted to address specific markets in North America. These promotions will entail Queensland's providing some air and land packages for prizes in the attendant sweepstakes competition. A number of potential promotions would entail the production of special collateral materials for POP or other distribution. In all cases, cash expenditures required by the QTTC will be presented in full for approval prior to any commitment on the QTTC's behalf being made by TFG.

The activities engaged in and on behalf of the principal are (1) promoting tourism and travel to and within Queensland, Australia; (2) providing tourism and travel information services; (3) encouraging the development of the Queensland Tourist and travel industry; and (4) advising the Queensland minister for maritime services and tourism regarding the foregoing.

The Los Angeles office of the Queensland Tourist and Travel Corporation is a non-selling, non-profit office established to promote tourism for the Australian State of Queensland.

Promotion is in the nature of education for the benefit of the North American Travel Industry and the individual consumer. The information conveyed includes statistical types of information, description of travel facilities within Queensland (e.g. resort and hotel facility, means of travel within the State, etc.) and general advice to those traveling to Queensland.

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Promotion takes place through the circulation of literature and brochures, programs to inform journalists traveling to Queensland, video programs and television specials. In addition, office facilities are available to assist the public seeking more information about travel and recreation opportunities in the State of Queensland.

Towards that end, Queensland Tourist and Travel Corporation employs a fulfillment house which distributes pamphlets and brochures to individuals and companies who call a special toll free number seeking more information about travel opportunities within the State of Queensland. Attached hereto is a listing of the total number of information kits that were mailed by the fulfillment house to consumers seeking information about travel opportunities in the State of Queensland. All brochures that are distributed as part of this fulfillment activity have been previously submitted to the justice department with earlier registration statements.

Additionally, attached hereto are itineraries of all Trade Shows and conferences attended or participated in by Queensland Tourist and Travel Corporation employees during the relevant time period.

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