

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 General 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 Leone & Leone Ltd. 31882 Camino Capistrano, Ste. 242, San Juan Capistrano, CA 92675		2. Registration No.  4619
3. Name of foreign principal Ministry of Tourism British Columbia, CANADA	4. Principal address of foreign principal 802-865 Hornby Street Vancouver, BC, CANADA V6Z 2G3	

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. **Tourism Ministry**
- b) Name and title of official with whom registrant deals.  
**Rick Stevens**  
**Director of Tourism Industry Communications**

7. If the foreign principal is a foreign political party, state: **None**

- a) Principal address
- b) Name and title of official with whom registrant deals.
- c) Principal aim

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8. If the foreign principal is not a foreign government or a foreign political party, None

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.)

None

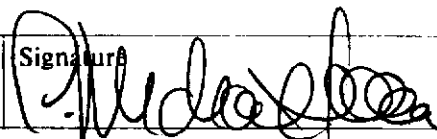
10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

None

Date of Exhibit A  
February 3, 1992

Name and Title  
C. Michael Leone  
Chairman

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. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Name of Registrant <b>Leone &amp; Leone Ltd.</b>	Name of Foreign Principal <b>Ministry of Tourism British Columbia, Canada</b>
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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 three 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 three 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 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 the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
To develop and generate media publicity in the United States in support of tourism for British Columbia, Canada

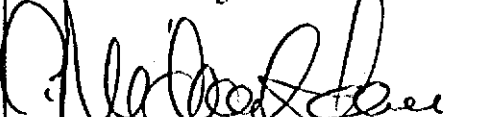
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REGISTRATION UNIT  
CRIMINAL DIVISION  
U.S. DEPARTMENT OF JUSTICE

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

Prepare and distribute news releases highlighting travel and tourism opportunities for US residents to visit British Columbia, Canada.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?  
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	Name and Title	Signature
February 4, 1992	C. Michael Leone Chairman	

\*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.

Province of  
British Columbia

# Service Contract (General)

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA, represented by the Minister  
**Development, Trade and Tourism**  
(the "Province") at the following address:  
**802, 865 Hornby Street**  
**Vancouver, British Columbia**

Postal Code: **V6Z 2G3**

MINISTRY CONTROL No. **HHH 009**  
FILE No. \_\_\_\_\_  
PROJECT \_\_\_\_\_

AND **Leone & Leone**  
(the "Contractor") at the following address:  
**242, 31882 Camino Capistrano**  
**San Juan, Capistrano, California 92675**

THE PROVINCE AND THE CONTRACTOR AGREE TO THE TERMS CONTAINED IN SECTIONS 1 THROUGH 23, INCLUSIVE, ON THE REVERSE SIDE OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW (THE "SCHEDULES"):

### SCHEDULE "A" - SERVICES

(a) SERVICES

SEE ATTACHED SCHEDULE

(b) TERM:

FROM:

TO:

### SCHEDULE "B" - CONTRACT PRICE

(a) CONTRACT PRICE: **\$84,000.00 U.S.** (1.17 =  
= **\$98,280.00**)

(b) FEES: **\$57,000.00 U.S.**

(c) RATE:

(d) EXPENSES: **\$27,000.00 U.S.**

(e) BILLING DATES:

SEE ATTACHED SCHEDULE

### SCHEDULE "C" - APPROVED SUBCONTRACTOR(S)

### SCHEDULE "D" - INSURANCE

### SCHEDULE "E" - ADDITIONAL TERMS

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

SIGNED AND DELIVERED on behalf of the Province  
by an authorized representative of the Province

(Authorized Representative)

SIGNED AND DELIVERED on behalf of the Contractor (or by an  
authorized signatory of the Contractor if a Corporation)

**LEONE & LEONE LTD.**

(Name of Contractor)

By: **P. Michael Leone**  
(Authorized Signatory)

**Read Terms on Reverse Side**

## THE CONTRACTOR

### 1. The Contractor will:

- (a) notwithstanding the date of the execution and delivery of this agreement, provide the Services (the "Services"), during the term (the "Term"), both described in Schedule "A", at the contract price established in Schedule "B" (the "Contract Price") in accordance with this agreement and the terms of Schedule "E", if any;
- (b) supply all labour, materials and approvals necessary to provide the Services at its own expense;
- (c) upon request of the Province, fully inform the Province of the work done by the Contractor in connection with the provision of the Services and permit the Province at all reasonable times to inspect, review and copy all accounting records, findings, data, specifications, drawings, working papers, reports, documents and material (collectively the "Material"), whether complete or otherwise, that have been produced, received or acquired by the Contractor as a result of this agreement;
- (d) comply with all applicable municipal, provincial and federal laws;
- (e) not assign this agreement, nor subcontract any of its obligations under this agreement, to any person, firm or corporation without the prior written consent of the Province or, with respect to subcontractors, as approved in Schedule "C" (the "Subcontractors") provided, however, that no subcontract will relieve the contractor from any of its obligations under this agreement;
- (f) at all times maintain a standard of care, skill and diligence in performance of the Services exercised and observed by persons engaged in the provision of services similar to the Services;
- (g) at all times treat as confidential all information or material supplied to or obtained by the Contractor or its Subcontractors as a result of this agreement and will not permit the publication, release or disclosure of the same without the prior written consent of the Province;
- (h) not provide any services for any other person or corporation which, in the reasonable opinion of the Province, may give rise to a conflict of interest;
- (i) be an independent contractor and not the servant, employee or agent of the Province;
- (j) ensure that all persons employed by it in connection with the provision of the Services are competent to perform them, adequately trained, fully instructed and supervised;
- (k) accept instructions from the Province, with respect to the Services provided that the Contractor will not be subject to the control of the Province in respect of the manner in which such instructions are carried out except as specified in this agreement;
- (l) ensure that all personnel hired by the Contractor to provide the Services will be the employees of the Contractor and not of the Province;
- (m) not in any manner whatsoever commit or purport to commit the Province to the payment of any money except pursuant to this agreement;
- (n) establish and maintain time records and books of account, invoices, receipts and vouchers of all expenses incurred in form and content satisfactory to the Province;
- (o) indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason or any act of omission of the Contractor or of any agent, employee, officer, director or Subcontractor of the Contractor pursuant to this agreement, excepting always liability arising out of the independent negligent acts of the Province;
- (p) during the Term, provide, maintain and pay for insurance in such form and amounts, with such deductibles, and according to the terms and conditions outlined in Schedule "D", as amended from time to time in accordance with directions of the Province; and
- (q) make application for, obtain and remit to the Province any applicable refund or remission of federal and provincial taxes, duties or impost available with respect to any articles, materials or equipment used in connection with this agreement.

## THE CONTRACT PRICE

2. In no event will the fees and expenses payable to the Contractor in respect of the Services exceed, in the aggregate, the amount the Contract Price.
3. Fees will be based on the rate set out in Schedule "B" as the "Rate".

The Contractor will submit written statements of account to the Province commencing no sooner than the date set out in Schedule "B" as the "Billing Date" and thereafter as specified in Schedule "B".

## THE PROVINCE

5. The Province will:
  - (a) subject to the terms of this agreement, pay to the Contractor the Contract Price in full payment and reimbursement for providing the Services based on the fees and expenses set out in Schedule "B" and the Contractor will accept the same as full payment and reimbursement as aforesaid;
  - (b) at its discretion, hold back from the Contract Price, sufficient monies to indemnify the Province completely against any lien or claim of lien arising in connection with the provision of the Services; and
  - (c) make available to the Contractor all available information considered by the Province to be pertinent to the Services.

## TERMINATION

6. In the event of a substantial failure to a party to comply with the provisions of this agreement, it may be terminated by the other party on 5 days written notice.
7. The Province may, in its sole discretion, terminate this agreement on 10 days' written notice and the payment of funds required to be made pursuant to section 8 will discharge the Province of all of its liability to the Contractor under this agreement.
8. Where this agreement is terminated before 100% completion of the Services, the Province will, subject to section 8, pay to the Contractor that portion of the Contract Price which is equal to the portion of the Services completed to the satisfaction of the Province prior to termination.
9. Where the Contractor fails to comply with the provisions of this agreement, the Province may, in addition to terminating this agreement, pursue such remedies as it deems necessary.

## GENERAL

10. This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
11. Time will be of the essence of this agreement.
12. Any notice required to be given hereunder will be delivered by hand or mailed by prepaid registered mail to the addresses on the reverse of this agreement (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice mailed will be deemed to be received 48 hours after mailing.
13. This agreement will be binding upon the Province and its assigns and the Contractor, its successors and permitted assigns.
14. A waiver of any provision or breach by the Contractor of this agreement will be effective only if it is in writing and signed by the Province and will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this agreement.
15. The Material and any property provided by the Province to the Contractor or subcontractor will:
  - (a) be the exclusive property of the Province; and
  - (b) be delivered by the Contractor to the Province immediately upon the Province giving notice of such request to the Contractor.
16. The copyright in the Material will belong exclusively to the Province.
17. Notwithstanding any other provision of this agreement, the payment of money by the Province to the Contractor pursuant to this agreement is subject to the provisions of the *Financial Administration Act*.
18. The Schedules form an integral part of this agreement.
19. Where the Contractor is a corporation, the Contractor hereby represents and warrants to the Province that the signatory has been duly authorized by the Contractor to enter into this agreement without corporate seal on behalf of the corporation.
20. No amendment or modification to this agreement will become effective unless the same will have been reduced to writing and duly executed by the parties hereto.
21. All disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration under the rules of the British Columbia International Arbitration Centre (the "Centre") and:
  - (a) the appointing authority will be the Centre; and
  - (b) the case will be administered by the Centre in accordance with its "Procedures for cases under the BCICAC Rules".
22. This agreement, and any amendment made pursuant to section 20, constitute the entire agreement between the parties.
23. Sections 1 (c), (h), (i), (o), (q), 16 and 17 of this Agreement will, notwithstanding the expiration or earlier determination of the Term, remain and continue in full force and effect.

SCHEDULE "A"

Services

1. The Contractor will provide public relations and publicity support on behalf of the Ministry of Development, Trade and Tourism. The Contractor will provide:
  - (a) Marketing activities focused on the following markets:  
Primary markets to be served:
    - i) California specific target markets:  
San Diego, Los Angeles, Orange County, San Bernardino/Riverside, Fresno/Bakersfield, Sacramento/Stockton, San Francisco/Oakland/Contra Costa area, San Jose, Salinas/Monterey
    - ii) Additional markets:  
Seattle, Washington; Portland, Oregon; Tuscon, Arizona; Phoenix, Arizona; Denver, Colorado; Washington, D.C.; Chicago, Illinois; Boston, Mass., St. Louis, Missouri; Albuquerque, New Mexico; New York, N.Y.; Pittsburgh, Philadelphia, Penn.; Dallas, Texas; Houston, Texas; and San Antonio, Texas.
  - (b) Media Events:  
Major media events will be staged in Western U.S. markets.
  - (c) Media contacts for consumer and travel trade industry. Including media data base.
  - (d) News features:  
(Broadcast, newsprint, magazines)  
Story development and placement.
  - (e) Assistance in organizing media familiarization trips to British Columbia.
  - (f) Assistance to California based B.C. Tourism offices.

- (g) Assistance in developing image bank materials.
- (h) A news bureau operation to disseminate publicity materials in support of various travel related news and features about British Columbia.
- (i) Story and publicity product development assistance.
- (j) Retail promotions and merchandising tie-ins.
- (k) A West Coast media tour for B.C. spokesperson.



## SCHEDULE B

### Fees and Expenses

1. Fees will be payable at the monthly rate of \$4,750.00 U.S. on the last day of each month commencing on April 30, 1991 and ending on March 31, 1992.
2. The Contractor will provide the Ministry with a written report for review and approval on August 1, 1991, December 1, 1991 and March 31, 1992. The report will relate project activity to hour and justify hourly charges to the \$4,750.00 U.S. monthly rate based on a minimum of 65 hours per month.
3. Notwithstanding paragraphs 1 and 2 of this schedule, the fees shall not exceed \$57,000.00 U.S. in the aggregate.
4. The following expenses will be paid to the Contractor provided the same are supported, where applicable, by proper receipts and, in accordance with government policy and in the opinion of the Ministry, have been necessarily incurred by the Contractor in connection with provision of the services:
  - (a) Travel expenses.
  - (b) Accommodation expenses and meal expenses (meal expenses and miscellaneous \$40.00 U.S. per diem).
  - (c) Long distance telephone, telegraph, telex, postage and other identifiable communication expenses, at cost.
  - (d) Photography and printing expenses.
5. Notwithstanding paragraph 4 of this schedule, the expenses payable to the Contractor pursuant to this Agreement will not exceed in the aggregate \$27,000.00 U.S.

6. The Contractor will submit to the Province monthly, in arrears on or after the last day of each month and commencing no sooner than March 31, 1991 and for expenses no sooner than April 30, 1991, a written statement of account:
  - (a) listing in reasonable detail and with dates, any and all expenses claimed for the month preceding the month received. The statement will be submitted with receipts, where applicable.
7. Payment will be made upon receipt of an invoice and attestation of supporting invoices of the total cost.
8. Notwithstanding paragraph 1, 3, and 5 of this Schedule the Fees and Expenses payable to the Contractor pursuant to this Agreement will not exceed, in the aggregate, \$84,000.00 U.S.