

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

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. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. 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 in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 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, FARA Unit, Counterintelligence and Export Control Section, National Security 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
Finn Partners, Inc.

2. Registration Number
6212

3. Name of Foreign Principal
St. Kitts Tourism Authority

Check Appropriate Box:

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. What is the date of the contract or agreement with the foreign principal? 10/01/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Public relations activities to promote tourism in St. Kitts and increase visitors to the destination.

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

Industry research; general counsel; media relations; media integrations; press trips

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
09/18/2023	Martin Ettlemyer	/s/Martin Ettlemyer
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

September 18, 2023 Martin Ettlemyer



**Amendment #1
To the Master Services Agreement
Between St. Kitts Tourism Authority and Finn Partners, Inc.**

This Amendment #1 ("Amendment") is made and entered into this 29th day of June 2023 ("Amendment Date") between Finn Partners, Inc., a New York Corporation, having a principal place of business at 1675 Broadway, New York, NY 10019 ("Agency"), and Saint Christopher Tourism Authority, Pelican Mall P.O. Box 132, Basseterre, St. Kitts doing business as St. Kitts Tourism Authority ("Client").

WHEREAS, Client and Agency have entered into a Master Services Agreement effective October 1, 2021, (the "Agreement"), now desire to amend that Agreement in the manner hereafter set forth:

NOW THEREFORE, in consideration of these premises and of the mutual covenants and conditions set out below, the parties acknowledge and agree as follows:

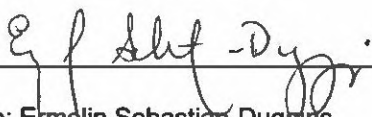
1. The term of the Agreement is extended in accordance with Section 8(a) as follows:
 - (a) The Agreement shall be extended for a further period of twelve (12) months commencing as of October 1, 2023 and shall continue and automatically renew for successive twelve (12) month periods unless otherwise terminated by either party in accordance with Section 8 of the Agreement.
2. Effective October 1, 2023, Exhibit A (Scope of Work) of the Agreement is terminated and replaced with Exhibit B (Revised Scope of Work), attached herein.
3. Effective as of the Amendment Date, all references to the address of Finn Partners, Inc. shall be amended to its new legal address of 1675 Broadway, New York, NY 10019.

All other terms and conditions of the Agreement shall remain unchanged, except to the extent modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their fully authorized officers as of the Amendment Date.

**SAINT CHRISTOPHER TOURISM
AUTHORITY**

FINN PARTNERS, INC.

By: 

By: 

Name: Ermelin Sebastian-Duggins

Name: Martin Ettlemyer

Title: Chairperson of the Saint Christopher Tourism Authority

Title: Chief Financial Officer

Date: 29/6/23

Date: 6/30/23

EXHIBIT B
SCOPE OF WORK: SAINT CHRISTOPHER TOURISM AUTHORITY – DESTINATION PUBLIC RELATIONS

This is a Statement of Work to the following Contract for Services with Saint Christopher Tourism Authority

Contractor Name:	Finn Partners, Inc.
Effective Date of Base Agreement:	October 1, 2021
Title of Base Agreement:	Master Services Agreement

The following terms shall apply in addition to the terms of the Agreement:

Proposed Activity and Statement of Work: Destination Public Relations

A comprehensive public relations program for St. Kitts Tourism Authority ("SKTA") will increase awareness for the destination with the ultimate goal of driving bookings. This integrated PR program will focus on engaging target consumers, exploring ways to reach new audiences, nimble response to the evolving landscape, and creatively driving coverage for and engagement with the destination.

Objectives:

- Secure meaningful media placements in key regional and national (consumer and trade) publications.
- Educate media and consumers about the immersive and enriching experiences available only in St. Kitts.
- Build buzz for key festivals, events, programs and flight routes.
- Drive unaided awareness for St. Kitts.

Tactical Focus:

- Develop and implement an annual strategic communications plan. Amend strategy as necessary throughout the term of the Agreement.
- Build and maintain robust national and regional media lists, across verticals including lifestyle, travel, news, culinary, romance, eco-tourism, dive, soft adventure, and related industry trade (travel/tourism, hospitality, airline). Targets to include print, online, broadcast.
- Aggressive earned media program, focused on St. Kitts' key differentiators. Earned media program includes:
 - Proactive media outreach
 - Management of inbound media inquiries
 - Creation of press releases
- Pursue opportunities for St. Kitts to be a part of national and key regional trend stories.
- Creation and management of a results-oriented media and influencer visit program
 - Exploring and pursuing media/influencer participants
 - Vetting and evaluating inbound requests

- Negotiation of influencer agreements: content creation, social media amplification, barter or sponsorship terms
 - Itinerary development and logistical planning
 - Message creation and pre-travel prep materials
 - Trip escorting, as needed
 - Post-trip follow-up to ensure ROI
 - Tracking and reporting
- Asset management, inclusive of imagery, fact sheets, bios, Q&A documents, digital press kits, and other; refreshing of existing materials, and creation of new materials, as needed.
 - Twitter account management, inclusive of media engagement, travel advisory updates, crisis communications, and redirection of traveler inquiries.
 - Ongoing and consistent review of SKTA's existing data analytics; use data to drive and evolve forward-looking PR strategy
 - On-site and post-event support at key industry events, inclusive of media appointments and key message development.
 - Leverage key SKTA executives and government officials as appropriate.
 - Crisis support
 - Monitoring
 - Liaising with SKTA team
 - Creation and dissemination of materials (via direct media correspondence and via social media)
 - Support trade and digital teams in creating consistent messaging for external marketing materials; collaborate with SKTA internal team and other agency partners in the US and internationally.
 - Efficiently and effectively communicate key tourism-related updates from government officials.
 - Measurement and reporting.

Account Management:

- Ongoing involvement from senior leadership.
- Weekly status calls inclusive of agendas and notes; FINN will also be available on an ongoing basis for daily communication and additional meetings as needed.
- Delivery of coverage in real time, with circulation metric.
- Monthly reporting.

Term:

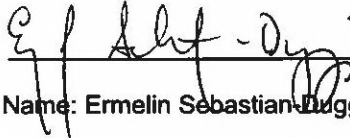
Commencing October 1, 2023 and continuing indefinitely until terminated pursuant to the Master Services Agreement

Budget and Fee Payment Schedule:

Commencing October 1, 2023, a monthly retainer fee of \$25,000 has been designated for this SOW. Client shall be billed the monthly fee retainer on the 1st of each month with payment due within 30 days of receipt. Agency shall not exceed the budget parameters without advance written approval from Client.

For Saint Christopher Tourism Authority:

For Finn Partners, Inc.:



Name: Ermelin Sebastian-Duggins

Title: Chairperson of the Saint Christopher
Tourism Authority

Date: 29/6/23



Martin Ettlemyer

Chief Financial Officer

Date: 6/30/23