

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 ARNOLD & PORTER, 1200 New Hampshire Ave., N.W. Washington, D.C. 20036	2. Registration No. 1750
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3. Name of foreign principal Saskatchewan Mining Development Corporation	4. Principal address of foreign principal 122 3rd Avenue North Saskatoon, Sask., Canada S7K 2H6
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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 _____

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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. NA

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. NA
- 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
Production of uranium

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.)

Saskatchewan Mining Development Corporation is a crown corporation owned by The Province of Saskatchewan.

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.

NA

Date of Exhibit A November 26, 1985	Name and Title Patrick F. J. Macrory, Partner	Signature 
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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
ARNOLD & PORTER	Saskatchewan Mining Development Corporation

Check Appropriate Boxes:

- 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.
- 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.
- 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.

(See answer to Number 4, below.)

- Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Registrant will render advice on U.S. laws, regulations and policies that may affect or relate to the activities of the foreign principal. The fee for such representation is to be determined periodically based on usual hourly charges and other criteria for legal fees, plus out-of-pocket expenses. The duration of the agreement is indefinite.

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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.

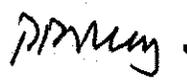
The Registrant has rendered and will render legal advice to the foreign principal with respect to U.S. laws, regulations and policies that may affect or relate to the activities of the foreign principal and will engage in other activities as required in legal representation of the principal.

The Registrant engages and will engage in activities on behalf of the foreign principal that do not require registration under the Act. The Registrant is registering because some of its activities may require such registration.

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

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 Registrant may engage in political activities on behalf of the foreign principal. The Registrant's activities may on occasion include communications on behalf of the foreign principal and Executive Branch officials, officials of government agencies, and with members of U.S. Senate and House of Representatives and their staffs relating to legislation and actions of the Executive Branch and government agencies that may affect or relate to the foreign principal.

Date of Exhibit B	Name and Title	Signature
November 26, 1985	Patrick F. J. Macrory, Partner	

¹Political 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 political 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.

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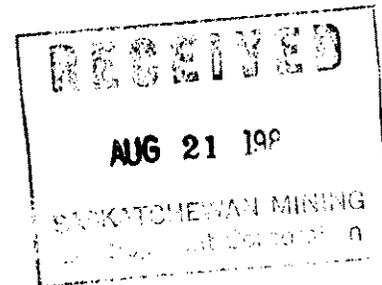
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ROBERT HERZSTEIN
DIRECT LINE: (202) 872-6838

August 16, 1984



Mr. S.J. Bonny
Vice-President, Marketing &
Corporate Development
Saskatchewan Mining Development
Corporation
122-3rd Avenue North
Saskatoon, Saskatchewan
Canada S7K 2H6

Dear Jim:

As requested by representatives of Eldorado Nuclear Limited, Saskatchewan Mining Development Corporation and Uranerzbergbau-GmbH at our meeting on August 3, 1984, I am setting forth in this letter the basis upon which our firm will provide legal services to your company.

You have requested and we have agreed that Arnold & Porter will represent Saskatchewan Mining Development Corporation ("SMDC"), in anticipated U.S. import relief proceedings with respect to certain uranium products from Canada. As you know, we are also representing Eldorado Nuclear Limited and its subsidiary, Eldorado Resources Limited (together, "Eldorado"), Uranerz Exploration and Mining Ltd. ("Uranerz") and AMOK Ltd. ("AMOK") in connection with this matter and have fully discussed with you and representatives of Eldorado, Uranerz and AMOK the possibility that the interests of Eldorado, SMDC, Uranerz and AMOK and the results as to each company may differ at various stages of any proceedings. However, you, Eldorado, Uranerz and AMOK have consented to our representation of the four companies. We will exercise our independent professional judgement on behalf of each company, and will maintain the confidentiality of each company's business and financial information.

We would appreciate it if you would send us an initial retainer payment of \$6,000. We will credit that payment against the fees which have been and will be incurred for your company's account as we start work on this matter. We will then send you monthly statements for our services, which statements will represent 30%

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of our fees and disbursements for our services in connection with this matter. Our fees will be based upon our usual time charges for professional, paraprofessional and other direct hours devoted to this matter.

We will also send a statement each month for our out-of-pocket expenses including such items as travel expenditures and living expenses when out of town, taxi fares, long distance telephone calls, duplicating costs and the like.

If the understanding set forth above is accurate and acceptable to you, I would appreciate your signing a copy of this letter and returning it to me. We look forward to working closely with you.

With best regards,

Sincerely,



Robert Herzstein

Saskatchewan Mining Development
Corporation

By: Laura L. Least for
Mr. S. J. Bonny.