

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 TKC, INTERNATIONAL, INC. 444 NORTH CAPITOL STREET, SUITE 711 WASHINGTON, DC 20001	2. Registration No. 3075
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3. Name of foreign principal GOVERNMENT OF ARUBA	4. Principal address of foreign principal L.G. SMITH BOULEVARD 76 ORANJESTAD, ARUBA
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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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.	MINISTRY OF GENERAL AFFAIRS
b) Name and title of official with whom registrant deals.	DR. HENRY BAARH, DIRECTOR OF FOREIGN AFFAIRS

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

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

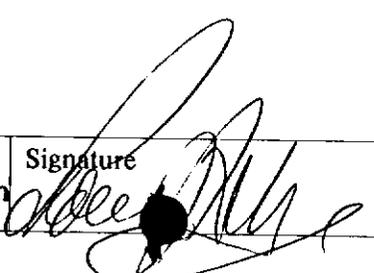
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b) Is this foreign principal

- 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.)*

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
December 4, 1988	Robert J. Keefe, Chairman	

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
TKC, INTERNATIONAL, INC. (TKCII)	GOVERNMENT OF ARUBA ("ARUBA")

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.

TKCII shall meet immediately with officials of ARUBA and assist in determining the specific issues and activities to be included in Aruba's Washington agenda. Once the Washington agenda has been established, TKCII will oversee the development and implementation of a Congressional and Executive agency advocacy strategy.

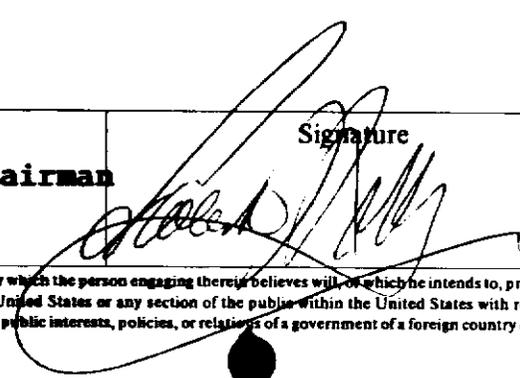
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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The essential goal of all TKCII activities is to maximize exposure and support for ARUBA, by promoting the interests of Aruba, before Congress, Executive agencies and the White House; and to provide Aruba with a positive image in Washington, DC

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.

Date of Exhibit B November 20, 1989	Name and Title Robert J. Keefe, Chairman	Signature 
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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.

AGREEMENT

This Agreement entered into this 18 day of October 1989, between the Government of Aruba ("ARUBA") and TKC International, Incorporated ("TKCII"), a Washington, D.C. consulting firm.

WHEREAS, ARUBA needs assistance in developing its United States agenda; and

WHEREAS, ARUBA needs assistance in establishing an effective Washington, D.C. presence; and

WHEREAS, ARUBA needs assistance in determining the specific issues and activities to be included in its Washington agenda, as well as assistance in its implementation; and

WHEREAS, ARUBA has determined that it will be of value and benefit to the people of Aruba to retain the services of a Washington-based consulting firm that has the capabilities of providing assistance in a variety of areas in Washington, and

WHEREAS, TKCII is a Washington, D.C. consulting firm capable of assisting ARUBA in developing and implementing its Washington agenda, as well as providing assistance in other various areas of concern to ARUBA.

NOW, THEREFORE, it is mutually agreed, based on the premises hereof, that ARUBA hereby retains TKCII to provide various consulting services, and TKCII hereby agrees to provide said consulting services, on the terms and conditions hereinafter set forth:

TERM

This Agreement shall be for a period of one (1) year, commencing on October 15, 1989, and terminating on October 14, 1990. Provided, that either party may terminate this Agreement without cause ninety (90) days after giving written notice of intention to terminate.

SERVICES

TKCII shall meet immediately with officials of ARUBA and assist in determining the specific issues and activities to be included in Aruba's Washington agenda. Once the Washington agenda has been established, TKCII will oversee the development and implementation of a Congressional and Executive agency advocacy strategy.

The essential goal of all TKCII activities is to maximize exposure and support for ARUBA, by promoting the interests of Aruba, before Congress, Executive agencies and the White House; and to provide Aruba with a positive image in Washington, D.C.

It is mutually understood and agreed that TKCII will execute these services in close coordination with the Royal Netherlands Embassy in Washington, D.C.

It is mutually understood and agreed that any issue or activity that arises after the agenda has been established will be covered by separate agreement.

CONDITIONS

For the services provided by TKCII, ARUBA agrees to pay the sum of U.S.\$186,000. In addition to the fee, ARUBA shall pay a flat sum of U.S.\$39,200 for expenses. Fees shall be due and payable on the first and fifteenth of each month, commencing on October 15, 1989, in the amount

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of U.S.\$7,750.00. Expenses shall be paid in four (4) equal payments of U.S.\$9,300 on November 1, 1989; March 1, 1990; June 1, 1990; and, September 1, 1990. In the event that the contract is terminated prior to October 14, 1990, TKCII shall account for all expenses as of the date of termination. Any excess paid shall be returned to ARUBA by TKCII. In any event, expenses shall not exceed 20% of the full amount of the contract.

ARUBA shall wire transfer funds to cover fees for services and expenses when due, to the TKC International, Incorporated bank account in the United States, as follows:

Adams National Bank
1627 K Street, N.W.
Washington, D.C. 20006
Routing Number 054-001314
Account Number 0034307201

REPORT

TKCII will make regular oral reports to the Council of Ministers or their designees. In addition, TKCII shall furnish written reports upon request.

IMPLEMENTATION

TKCII shall provide a professional staff at all levels in the execution of the Agreement.

INFORMATION

TKCII agrees that any and all information that has been designated by the Government Aruba as being confidential shall not be disclosed to third parties, without the written permission of the Minister-President.

CONFLICT

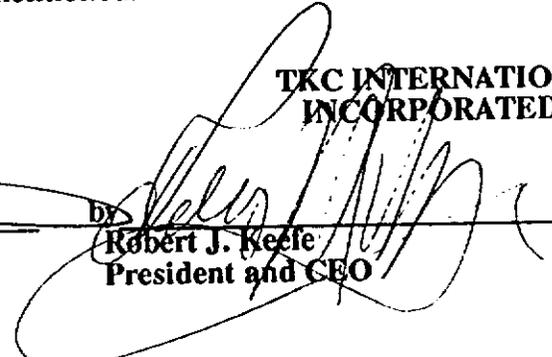
ARUBA shall have the final say in regard to any dispute arising from this Agreement. This Agreement shall be controlled and governed by the laws of Aruba.

In witness whereof, the duly authorized representatives of the parties have executed this Agreement on the date above first mentioned.

GOVERNMENT OF ARUBA

by 
His Excellency Nelson O. Oduber
Minister-President

TKC INTERNATIONAL
INCORPORATED

by 
Robert J. Keele
President and CEO