

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, #711 Washington, D.C. 20001		2. Registration No. 3075
3. Name of foreign principal Government of Aruba	4. Principal address of foreign principal L.G. Smith Boulevard 76 Oranjestad, Aruba	

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. **Minister of General Affairs**
- b) Name and title of official with whom registrant deals. **Nelson Oduber, Prime Minister**

7. If the foreign principal is a foreign political party, state:

- a) Principal address **DNA**
- 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 **DNA**

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.)

DNA

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.

DNA

Date of Exhibit A
4/28/92

Name and Title
Robert J. Keefe, 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 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.	Government of Aruba ("Aruba")

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.

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

Registrant shall meet with officials of Foreign Principal and assist in determining the specific issues and activities to be included in Aruba's Washington agenda. Once the Washington Agenda has been established, Registrant 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 Registrant's activities is to maximize exposure and support for Foreign Principal, by promoting the interests of Foreign Principal, before Congress, Executive agencies and the White House; and to provide Foreign Principal with a positive image in Washington, D.C.

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
4/28/92	Robert J. Keefe, Chairman	

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 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.



Aruba

AGREEMENT

This Agreement entered into this ^{22nd} day of April 1992, between the Government of Aruba ("ARUBA") and TKC International, Incorporated ("TKCII"), a Washington, D.C. consulting firm.

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

WHEREAS, a previous contract has existed between Aruba and TKCII wherein TKCII has assisted Aruba in negotiations with the United States Government and 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 governmental relation matters; and

WHEREAS, TKCII is 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 continue to provide 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 January 1, 1992, and terminating on December 31, 1992. This agreement shall automatically be renewed on January 1, of each year, unless written notice of termination is sent by September 30th of that year. Either party may terminate this Agreement without cause ninety (90) days after giving written notice of intention to terminate in any year.

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Aruba

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SERVICES

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

The services to be performed by TKCII on behalf of Aruba shall include those outlined in the Structure of Professional Services and the realization of a pre-clearance facility in Aruba.

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 a positive image in Washington, D.C.

It is mutually understood and agreed that TKCII will execute these services in close coordination with the Aruban Minister Plenipotentiary at the Royal Netherlands Embassy in Washington.

It is mutually understood and agreed that any other issue or activity that arises will be covered by separate written agreement.

Structure of Professional Services

TKCII will oversee the development and implementation of a Congressional and Executive agency advocacy strategy. In all of these activities, TKCII will coordinate closely with those officials of the Government of Aruba responsible for such programs.

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



The Government will have at its disposal a team of TKCII professionals upon whom to call. The professionals of TKCII have extensive Congressional and Executive agency experience which the Government of Aruba can utilize to advance its objectives. The activity of TKCII will be personally directed by Robert J. Keefe, Clarence L. James and Terrence O'Connell.

TKCII will provide the Prime Minister and senior Government officials with logistical support while in Washington, D.C. Such support would include: assistance in scheduling and setting up of strategic appointments; providing briefing materials; and providing office facilities when the Prime Minister or other Government officials are in Washington.

CONDITIONS

For the consulting services provided by TKCII, ARUBA agrees to pay the flat annual sum of US.\$247,500,- payable and due monthly on the twenty fifth (25) of each month, commencing on January 25, 1992, in the amount of US.\$20,625,-. TKCII shall be responsible for all its expenses of whatsoever nature, directly and indirectly attributable to this contract.

ARUBA shall wire transfer funds to cover fees for services and expenses on or before the twenty fifth (25th) of each month starting January 25, 1992 to the TKC International, Incorporated bank account in the United States, as follows:

THE ADAMS NATIONAL BANK
1627 K Street, N.W.
Washington, D.C. 2006
Account name: TKC International Inc.
Account no.: 01-343072-01
ABA Routing Number: 054-001314



REPORT

TKCII will make monthly written reports to the Prime Minister, the Minister Plenipotentiary of Aruba in Washington D.C. and the Director of Foreign Affairs, and will also do so after each written request of the Prime Minister. TKCII personnel's official trips to Aruba shall only be made upon the prior specific approval of the Prime Minister and must be coordinated by the Minister Plenipotentiary of Aruba.

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 of Aruba as being confidential shall not be disclosed to third parties, without the written permission of the Prime Minister.

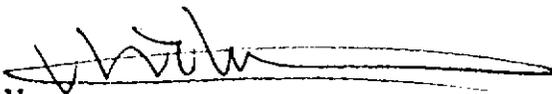
CONFLICT

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.

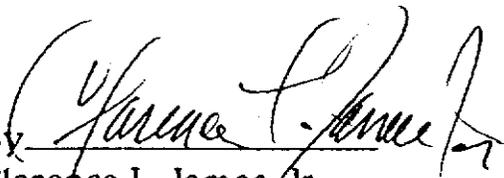
In witness whereof, the duly authorized representatives of the parties have executed this Agreement on the date above first mentioned.

GOVERNMENT OF ARUBA

**TKC INTERNATIONAL
INCORPORATED**

by 

His Excellency Nelson O. Oduber
Prime Minister

by 

Clarence L. James Jr.
Vice-President TKC II