

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 TKC International, Incorporated	2. Registration No. 3075
3. Name of foreign principal Republic of Azerbaijan	4. Principal address of foreign principal Baku, Azerbaijan

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. Ministry of Foreign Relations
- b) Name and title of official with whom registrant deals. Ambassador Hafiz Pashayev

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

- 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,

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

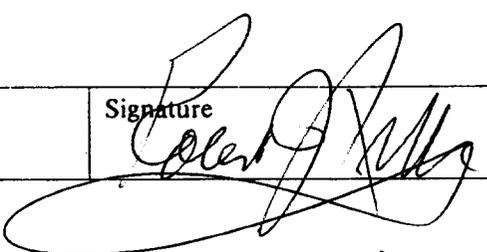
Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes No

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.)

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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
1/24/94	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 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	Name of Foreign Principal
TKC International, Incorporated	Republic of Azerbaijan

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 three 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 three 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 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.

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4. Describe fully the nature and method of performance of the above indicated agreement or understanding.
Registrant will act as liaison for Foreign Principal with the United States Congress, The Executive Branch of the United States Government, media, and various interest groups within the arena of policy formulation, will serve as a link to various Washington organizations such as the National Endowment for Democracy, The International Monetary Fund, The World Bank, The Export-Import Bank, OPIC, etc.

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

Registrant will prepare periodic written reports on all policy developments within the United States Government with the potential for affecting Azerbaijan; analyses of United States political developments with relevance to Azerbaijan; and development of pro-active government relations strategies and other tasks as may be assigned.

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	Name and Title	Signature
11/24/94	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.

TKC INTERNATIONAL, INCORPORATED

Suite 711 • 444 North Capitol Street • Washington, D.C. 20001 • Phone: (202) 638-7030
Fax No. (202) 638-6784

AGREEMENT

This agreement is entered into by and between the Azerbaijan Republic and TKC International, Inc. (hereinafter referred to as "TKCI") with respect to activities in the United States.

ARTICLE 1. TKCI will be responsible for :

- A. Liaison for the Azerbaijan Republic with the United States Congress, the Executive Branch of the United States Government, media, and various interest groups within the arena of policy formulation.
- B. Serve as a link to various Washington organizations such as the National Endowment for Democracy, the International Monetary Fund, the World Bank, the Export-Import Bank, OPIC, etc.
- C. Periodic written reports on all policy developments within the United States Government with the potential for affecting Azerbaijan.
- D. Analyses of United States political developments with relevance to Azerbaijan.
- E. Development of pro-active government relations strategies and other tasks as may be assigned.

ARTICLE 2. The period of this Agreement shall be for six months from January 14, 1994 through July 13, 1994. Either party shall have the right to cancel the agreement for any reason after 90 days by giving 30 days notice in writing.

ARTICLE 3. The fee for the activities described above shall be \$48,000, payable in two equal installments of \$24,000 each, one on the signing of this agreement, and one on April 14, 1994. In addition to the fee, Azerbaijan shall pay success fees on the basis of the achievement of goals which they will define. Payment will be made by bank wire transfer to the account listed below:

TKC International, Inc.
Adams National Bank
1625 K Street, N. W.
Washington, D. C. 20016
Account Number 00343-702-01
Routing Number 054-001314.

ARTICLE 4. TKCI will be reimbursed promptly for all normal and relevant expenses upon submission of an invoice each month.

ARTICLE 5. Other activities not covered specifically by this agreement may be separately negotiated by the parties as to the nature and extent of the activity and to the fee for such services.

ARTICLE 6. TKCI shall take measures necessary to safeguard any and all confidential information and/or materials of the Republic from third parties during the execution of this agreement.

ARTICLE 7. In case decisions are required on matters not covered by this Agreement, such matters shall be decided by mutual agreement of the parties.

To witness their acceptance of the terms defined above, the authorized representatives affix their signatures below.

For the Azerbaijan Republic

Date:

Hafiz Rebray
January 14, 94

For TKC International, Inc.

Date:

[Signature]
Jan 14, 1994