

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 Karalekas & McCahill 1250 Connecticut Ave., N.W., Washington, D.C. 20036	2. Registration No. 4183
3. Name of foreign principal Republic of Bophuthatswana	4. Principal address of foreign principal Mmabatho, Bophuthatswana

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. Department of Foreign Affairs
- b) Name and title of official with whom registrant deals. S.L.L. Rathebe
Minister 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

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8. If the foreign principal is not a foreign government or a foreign political party,

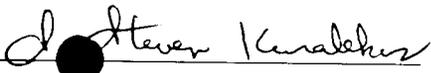
- a) State the nature of the business or activity of this foreign principal

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.)

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
Oct. 3, 1988	S.S. Karalekas Partner	

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
Karalekas and McCahill

Name of Foreign Principal
Republic of Bophuthatswana

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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. There is no agreement between the registrant and foreign principal. Registrant performs services on behalf of foreign principal pursuant to an agreement with Allpoints International, Ltd., which has registered as a Foreign Agent under Registration No. 4157. A copy of registrant's agreement with Allpoints International is attached.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide Republic of Bophuthatswana with assistance and advice in dealing with executive and legislative branches of U.S. government. Serve as consultant in furtherance of economic and trade development of Bophuthatswana.

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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.

Arranging meetings; briefing foreign principal on issues and developments; promoting the interests of Bophuthatswana in United States; ensuring access for Bophuthatswana to U.S. media.

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.

Provide public officials and general public with information and documentation in furtherance of Bophuthatswana's request for consideration as an independent republic in southern Africa.

Date of Exhibit B

Oct. 7, 1988

Name and Title

S. S. Karalekas
Partner

Signature

S. S. Karalekas

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.

CONSULTANT AGREEMENT

THIS AGREEMENT, made and executed as of the 1st day of June, 1988, by and between ALLPOINTS INTERNATIONAL, LTD., 1250 Connecticut Avenue, N.W., Suite 319, Washington, D.C. 20036, (hereinafter referred to as "Client"), an Illinois corporation, and Karalekas & McCahill, 1250 Connecticut Avenue, N.W., Suite 318, Washington, D.C. 20036 (hereinafter referred to as "Consultant"), in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. SERVICES TO BE RENDERED

As an independent contractor, Consultant agrees to perform the following services for Client: legal, public relations, and liaison services on assigned projects, under direction of Dr. James L. Denson, Associate, and/or his designees.

2. TIME AND PLACE OF WORK

Such services shall be performed on a continuous basis or from time to time as directed by Client through Dr. James L. Denson or his authorized representative, and shall be performed at Washington, D.C. or such other places as Client may designate.

3. TERM

This Agreement shall be in effect from June 1, 1988 to January 31, 1989, it being understood that either party hereto shall, after the end of the sixth month of this Agreement, have the right to terminate this Agreement on thirty (30) days' written notice to the other party by registered or certified mail.

4. COMPENSATION

For the services to be rendered under this Agreement, Client shall pay to the Consultant a monthly retainer fee of \$6,000.00

(U.S.), payable upon execution of this Agreement and on the first day of each month for the remaining months covered in this Agreement. If this Agreement is terminated by either party prior to the end of the term of Article 3, Client shall have no further financial obligation to Consultant beyond the date of such termination. From time to time, Client may request that Consultant incur expenses on behalf of Client. In these cases, Client will specify, authorize, and reimburse Consultant for these expenses.

5. CONFIDENTIAL NATURE OF WORK

Consultant will not, during or after the term of this Agreement, divulge to anyone other than Client's officials (or their designees) or, except in the performance of this Agreement, make use of information or knowledge relating (1) to any project on which Client shall have worked or shall be working, (2) to Client's business or the business of its affiliates or suppliers, or (3) to any other business or technical information which Consultant shall have obtained during the term of this Agreement or during the term of Consultant's employment with Client and which shall not be generally known or recognized as standard practice.

6. NATURE OF RELATIONSHIP

It is understood that Consultant is being retained by Client as an independent consultant. Consultant will not act as Client's agent nor shall Consultant be deemed to be an employee of Client for the purposes of any employee benefit programs or otherwise. Consultant will not enter into any agreement or incur any obligations on Client's behalf, or commit Client in any manner, without Client's prior written consent.

7. COMPLIANCE WITH LAW

Consultant shall, in performing his obligations under this Agreement, comply with all applicable existing and future laws, regulations, and acts of the applicable state governments and Government of the United States, and shall save Client harmless from any failure to do so. Consultant shall abide by all applicable security laws and regulations of the United States and those of Client. Consultant represents and covenants that he has not and will not make any payments from the funds received under this Agreement directly or indirectly to any officials or employees of any government or any agency or other instrumentality of any government.

8. INDEMNIFICATION

Consultant shall secure and protect itself and Client and agrees to indemnify and hold Client harmless from any liability, loss or damage whatsoever related to the performance of services hereunder.

9. ASSIGNMENT

Neither the rights nor the duties hereunder may be assigned or transferred by Consultant in any manner whatsoever without the prior written consent of Client.

10. OBLIGATING

This Agreement shall not entitle Consultant to make commitments of any kind for the account of Client as agent, or otherwise, or to assume or create any obligation, express or implied, on behalf of Client, or to bind Client in any respect, and Client reserves the right, in its sole discretion, to refuse to accept any order solicited or negotiated by Consultant.

11. PRODUCT LITERATURE

Subject to all applicable United States Government Security and Export Laws and Regulations, and any security regulations or restrictions of any department or agency of the United States Government, Client shall furnish Consultant from time to time with such reasonable quantities of the then current literature and data covering Client's services as are usually made available by Client to consultants for assistance in carrying out the terms of this Agreement. Consultant shall keep said literature and data confidential and disclose it to no one except for the purposes of this Agreement. Upon request of Client made at any time, Consultant shall return all such literature available to Consultant at the time of such request. Consultant agrees that the data, concepts, technology and information it receives from Client pursuant to this agreement shall be proprietary to Client.

12. TERMINATION FOR DEFAULT

Either party may upon ten (10) days' written notice, terminate this Agreement for default of the other. Breach of any provision of this contract by either party shall be deemed material and, at the election of the non-defaulting party, shall be the basis for termination for default. All obligations of Client to the Consultant and vice versa shall cease upon such termination and shall be without prejudice to or waiver of the non-defaulting party's right to recover damages for such default.

13. NOTICES

Except as otherwise specifically provided herein, all notices hereunder shall be given in writing and the effective date of each such notice shall be deemed to be the date upon which it was received.

Client shall be addressed at 1250 Connecticut Avenue, N.W., Suite 319, Washington, D.C. 20036, and Consultant shall be addressed at 1250 Connecticut Avenue, N.W., Suite 318, Washington, D.C. 20036. A letter, wire, or cablegram shall be deemed a written notice. Any notice which is given other than by personal delivery or by mailing shall be confirmed by mailing.

14. PUBLICITY

Consultant shall make no disclosure of this Agreement or the terms thereof, except in a discreet manner or any required governmental officials and prospective customers of Client's services unless authorized by Client.

Client will make disclosures to appropriate government officials regarding this Agreement if required, or in connection with payments or possible payments hereunder. Such notification requirements may involve, but are not necessarily limited to, the U.S. Department of Defense.

15. AMENDMENT

This Agreement shall not be varied in its terms by any oral agreement or representation, or otherwise than by an instrument in writing of a date subsequent hereto executed by Client and Consultant.

16. APPLICABLE LAW

Except as otherwise expressly provided, this Agreement shall be construed and performance determined according to the laws of the District of Columbia, United States of America.

17. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the parties in respect of the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their officers thereunto duly authorized.

Witness:

By: [Signature]

ALLPOINTS INTERNATIONAL, LTD.

By: [Signature]
Its President

KARALEKAS & McCAHILL

Witness:

By: Barbara A. Majette

By: [Signature]
Its PARTNER