

EXHIBIT A
TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

*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 444 North Capitol St., #711, Washington, DC 20001		2. Registration No. 3075
3. Name of foreign principal Canadian Embassy	4. Principal address of foreign principal 1746 Massachusetts Ave., NW Washington, DC 20036	

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. CANADIAN EMBASSY
- b) Name and title of official with whom registrant deals. Allan Gotlieb, Ambassador

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.)

The Canadian Embassy is an arm of the Canadian Government.

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 2/8/84	Name and Title CLARENCE L. JAMES, JR. PRESIDENT	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
TKC International, Incorporated	Canadian Embassy

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.

- Describe fully the nature and method of performance of the above indicated agreement or understanding.
Advise on legislative or regulatory developments in United States which may affect Canadian interests.

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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. On behalf of the foreign principal, the registrant will:

1. Regularly monitor and report on assigned issues and concerns with a view to advising the Embassy of potential developments or movements in respect of these.

2. Prepare analyses and assist in the development of appropriate responses to legislative or regulatory initiatives which are of interest to the Embassy.

3. Identify and assess the attitudes and positions of key individuals involved in the development and formulation of such initiatives identified as issues of concern by the Embassy.

4. Provide guidance on developing and implementing a Congressional relations program dealing with issues arising there and assist in executing that program through regular contact with members and staff.

5. Determine groups and/or individuals who could be encouraged to support Canadian positions or views on particular issues.


6. Where deemed appropriate in regard to specific issues facilitate communications between Canadian representatives and potentially likeminded groups in the U.S.

7. Provide guidance on the preparation of Canadian policy papers from the point of view of their ability to effectively address particular issues.

(CONTINUED ON SEPARATE SHEET)

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
2/8/84	CLARENCE L. JAMES, JR. PRESIDENT	

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 the government of a foreign country or a foreign political party.

ATTACHMENT TO EXHIBIT B - CONTINUATION OF QUESTION 5

8. Provide advice for Embassy initiatives and participate in the planning of these initiatives as requested by the Embassy.

9. On the basis of periodic instructions by the Embassy, bring to the Embassy's attention information, insights or analyses pertinent to other priority issues where the firm's expertise or contacts enable it to make such a contribution. Such activity should consume only a small part of the firm's services to the Embassy.

Canadian Embassy



Ambassade du Canada

1746 Massachusetts Ave., N.W.
WASHINGTON, D.C. 20036

February 01, 1984

Dear Mr. James,

The Embassy of Canada is of the view that there be available to it expert advice on aspects of current or potential legislative or regulatory developments in the United States which may affect Canadian interests. To achieve this end, the Embassy hereby offers to the firm of Interface International, Inc., a contract for services subject to the following terms and conditions.

The services to be performed under this contract shall be to advise the Canadian Embassy, in accordance with instructions given from time to time by the Embassy, on United States legislative, regulatory, administrative and political developments which may affect Canadian interests and in particular:

1. Regularly monitor and report on assigned issues and concerns with a view to advising the Embassy of potential developments or movements in respect of these.
2. Prepare analyses and assist in the development of appropriate responses to legislative or regulatory initiatives which are of interest to the Embassy.
3. Identify and assess the attitudes and positions of key individuals involved in the development and formulation of such initiatives identified as issues of concern by the Embassy.

Mr. Clarence L. James, Jr.,
President,
Interface International, Inc.,
444 North Capitol Street,
Suite 711,
WASHINGTON, D.C. 20001

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4. Provide guidance on developing and implementing a Congressional relations program dealing with issues arising there and assist in executing that program through regular contact with members and staff.
5. Determine groups and/or individuals who could be encouraged to support Canadian positions or views on particular issues.
6. Where deemed appropriate in regard to specific issues facilitate communications between Canadian representatives and potentially like-minded groups in the United States.
7. Provide guidance on the preparation of Canadian policy papers from the point of view of their ability to effectively address particular issues.
8. Provide advice for Embassy initiatives and participate in the planning of these initiatives as requested by the Embassy.
9. On the basis of periodic instructions by the Embassy, bring to the Embassy's attention information, insights or analyses pertinent to other priority issues where the firm's expertise or contacts enable it to make such a contribution. Such activity should consume only a small part of the firm's services to the Embassy.

Interface International, Inc. shall undertake that neither its officers nor employees will, at any time during and after the rendering of the services contracted for, cite, quote, refer to or otherwise communicate any confidential information obtained from Canadian Government files or by any other means without the prior written agreement of the Government of Canada. As well, all materials, papers and studies forming part of, or produced in the performance of, this contract and all copyrights therein will be the property of the Government of Canada, and shall not be communicated or published without the prior written permission of the Government of Canada. It is understood that the Government of Canada will not be liable for claims in respect of death, disease, illness, injury or disability or loss or damage to property which may be suffered by Interface International, Inc. or its employees or anyone else as a result of the performance by Interface International, Inc. or its employees in carrying out this contract.

For the performance of these services to the satisfaction of the Canadian Ambassador to the United States of America, the Canadian Government will pay you at the fixed monthly rate of U.S. \$12,000.00 during the life of the contract, (January 1 to March 31, 1984).

Payment under this contract shall be made by the Embassy subject to the submission of payment requests submitted by Interface International, Inc. on a monthly basis.

The total amount that may be paid under the terms of this contract is limited to U.S. \$36,000.00.

The terms of this contract may be revised by mutual agreement.

This contract shall not be assigned. No member of the House of Commons of Canada shall be admitted to any share of part of this contract or to any benefits arising therefrom.

This letter, upon signature by and on behalf of Interface International, Inc. will constitute a contract for services between Interface International, Inc. and the Embassy of Canada in accordance with the Government of Canada Contract Regulations, during the period January 1, 1984 to March 31, 1984. It shall be understood that it does not constitute an appointment or an employment of any person in the capacity of an officer, clerk or employee of the Canadian Government or the Embassy. Each party may terminate this contract by giving a thirty day written notice.


If these terms are acceptable to Interface International, Inc. we should be grateful if you would arrange to have this letter signed on behalf of the company and return this letter, in duplicate to the Embassy of Canada. A copy is enclosed for your records.

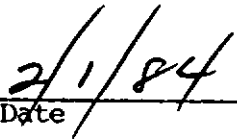
Yours sincerely,

Allan Gotlieb

Allan Gotlieb
Ambassador

I agree to the terms and conditions of this contract.


for Interface International, Inc.


Date