

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials 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 of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant C/R International, L.L.C	2. Registration No. 5117
---	---------------------------------

3. Name of Foreign Principal Peace Parks Foundation
--

CRM/ISS
REGISTRATION UNIT
2000 JUL 14 PM 12:47

Check Appropriate Boxes:

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. 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 expenses, if any, to be received.
- 7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See response to question #4

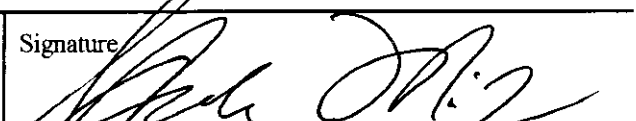
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See response to question #4

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

NOT APPLICABLE

Date of Exhibit B July 14, 2000	Name and Title Stephen F. Riley Managing Member	Signature 
------------------------------------	---	---

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any 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 interests, policies, or relations of a government of a foreign country or a foreign political party.

PEACE PARKS FOUNDATION

AGREEMENT

entered into by and between

**PEACE PARKS FOUNDATION
(hereinafter referred to as PPF)**

and

C/R INTERNATIONAL, L.L.C

THE PARTIES AGREE AS FOLLOWS:

1. EFFECTIVE DATE

The effective commencement date of this agreement shall be 1 September 1999.

2. DURATION

This agreement shall be for a period of six months ending 29 February 2000. Thereafter it will be renegotiated subject to the right of either party to give the other 1 (ONE) calendar month's written notice of termination.

3. NATURE OF SERVICES INCORPORATED IN THIS AGREEMENT

C/R International will undertake the following activities on behalf of the PPF:

- (i) Work with Friends of the Peace Parks Inc. to recruit each year a minimum of 50 Individual Members and 10 Corporate Members of the Peace Parks Club.
- (ii) As and when requested to do so by the Executive Director of the PPF, develop support for the PPF by establishing and maintaining contacts with the following:
 - the World Bank Group and related international financial institutions headquartered in Washington;
 - Departments & Agencies of the United States Government, particularly the Office of the Vice President (for purposes of the U.S./South Africa Bi-national Commission) and the U.S. Agency for International Development;
 - relevant Members of the U.S. Congress with a view to developing support for PPF initiatives;
 - NGOs in the U.S. at present working with the PPF and with other NGOs interested in establishing mutually beneficial partnerships.
- (iii) Identify Trusts and Foundations eligible for an application from the PPF for financial support, and send a synopsis on each of these institutions to the PPF in Somerset West.
- (iv) Work with the general and specialized media in the U.S. to build public awareness of the PPF and develop a positive profile for the organization in the U.S.
- (v) Function as the PPF's representative office in the U.S. Specific duties will include:
 - disseminating PPF materials;
 - acting as a conduit for specific queries related to the PPF or responding directly to more general queries;
 - assisting with the preparation of visits to the USA by PPF Board Members;
 - undertaking specific assignments in the U.S. as and when requested to do so by the Executive Director of the PPF;

- assist with financial matters of the Foundation and Friends of Peace Parks Inc. or and when requested to do so.

4. TERMS

- 4.1 For the first six months of this agreement, commencing on 1 September 1999, the PPF will pay C/R International a fee of \$2,500 per month, PLUS ordinary expenses such as long-distance telecommunications, cabfares, postage and delivery, printing and photocopying, business meals, purchase of media reprints and Lexis-Nexis research costs, incurred by C/R International on behalf of the PPF, PLUS a commission of 15% of funds raised from Individual Members (\$5,000) and Corporate Members (\$50,000) of the Peace Parks Club recruited by C/R International. Extraordinary expenses, such as travel, will only be incurred by and reimbursed to C/R International at the specific request and with the advance approval of PPF.
- 4.2 All documents, contact information, publicity materials and any other materials relative to the work of C/R International under this agreement is privileged information and shall remain the property of the PPF at all times and in the event of termination of service.
- 4.3 C/R International will submit to the PPF on or before the last business day of every calendar month a report specifying the progress and activities associated with Clause 3 of this agreement. This report should also be accompanied by a detailed invoice from C/R International for expenses during the period of the report.
- 4.4 The PPF shall settle each invoice within 30 days of receipt thereof.
- 4.5 Invoices for commissions earned through the recruitment of Members of the Peace Parks Club will only be accepted for payment when the membership dues have been received by the PPF or Friends of the Peace Parks Inc.
- 4.6 This agreement will not preclude the PPF from making its own approaches to U.S. based donors, which will be coordinated with C/R International.

5. TERMINATION

5.1 This agreement may be terminated by either party with one month's notice.

5.2 Sub-clause 4.2 will apply in the event of termination.

6. DISPUTES

Any dispute arising from or in connection with this contract shall be finally resolved by an independent arbitrator appointed by the PPF.

7. NOTICES

7.1 For the purposes of this agreement, including the giving of notice and the serving of legal process, the PPF and C/R International choose as their respective addresses:

PPF: 29 Magnolia Street
Somerset West 7129
Republic of South Africa


C/R International: 1150 Seventeenth Street N.W.
Suite 406
Washington DC 20036
United States of America

7.2 Notice of change of address may be given in writing by either party and must include a physical address. Notice of at least two weeks must be given.

8. GENERAL

8.1 The agreement constitutes a full agreement between the parties and supersedes all previous negotiations, commitments and writings.

8.2 No amendment to or modifications of this agreement shall be valid unless signed by both parties.

1. BY: .....
Company Secretary

PEACE PARKS FOUNDATION

Dated: 04 November 1999
(Effective 1 September 1999)

2. BY: .....
C/R INTERNATIONAL, L.L.C

Stephen F. Riley, Managing Member

Dated: 04 November
(Effective 1 September 1999)

ADDENDUM TO AGREEMENT

Between

PEACE PARKS FOUNDATION

And

C/R INTERNATIONAL, L.L.C.

TERMS

4.7 For the first six months of this agreement, commencing on 1 September 1999, the PPF will pay C/R International a fee of \$750.00 per month to maintain the Web site (www.peaceparks.org) on a secure server, manage all technical matters, provide e-mail and update the site with client provided material. The monthly fee is based on our normal out-of-pocket expenses plus eight hours of staff time. All extraordinary out-of-pocket expenses will only be incurred by and reimbursed to C/R International at the specific request and with advance approval of PPF.

2000 JUN 19 PM 12:47
CRM/ISS
REGISTRATION UNIT

1. BY:.....
Company Secretary
PEACE PARKS FOUNDATION

Dated: 04 November 1999
Effective 1 September 1999

2. BY: .....
C/R INTERNATIONAL, L.L.C.
Stephen F. Riley, Managing Member

Dated: 04 November 1999
Effective 1 September 1999