

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 .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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 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 Dickens & Madson Canada Inc. 125 Phillips Square, Suite 605 Montreal, Quebec, Canada H3B 3G5		2. Registration No. 5784
3. Name of foreign principal Mr. Paul Calder LeRoux	4. Principal address of foreign principal 2137 Dasmarias Village Makati City, Philippines	
5. Indicate whether your foreign principal is one of the following:		
<input type="checkbox"/> Foreign government		
<input type="checkbox"/> Foreign political party		
<input type="checkbox"/> 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) _____		
<input checked="" type="checkbox"/> Individual-State nationality <u>South African / Australian</u>		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant.		
b) Name and title of official with whom registrant deals.		
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		

2007 APR -9 PM 2:00
CRIMINAL REGISTRATION UNIT

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

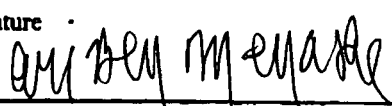
Mr. LeRoux deals in internet commerce and in the installation of call centers in Southeast Asia, Costa Rica, and Israel. He intends to become involved in leasing of real estate for farming and other purposes in Zimbabwe.

b) Is this foreign principal

- Supervised by a foreign government, foreign political party, or other foreign principal Yes No
- 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 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 must 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 April 6, 2007	Name and Title Ari Ben-Menashe, 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. 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.

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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

Dickens & Madson Canada Inc.

2. Registration No.

5784

3. Name of Foreign Principal

Mr. Paul Calder LeRoux

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.

As per its terms; the registrant will attempt to arrange meetings with representatives of the executive and legislative branches of the U.S. government in order to attempt to generate policies favorable to the business activities of the principal, in particular, but without limitation, the principal's efforts to lease farmland from the Government of Zimbabwe.

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2007 APR-9 PM 2:00

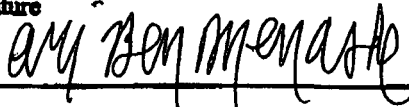
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See response to number 7. The registrant expects to conduct research for the principal, contact various agencies, arrange meetings, and the like.

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.

The activities are all political activities as defined in the Act, since they are designed to promote policies of the United States favorable to the business activities of the principal, in particular, but without limitation, the principal's efforts to lease farmland from the Government of Zimbabwe.

Date of Exhibit B April 6, 2007	Name and Title Ari Ben-Menashe, President	Signature 
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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 member 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.

CONSULTANCY AGREEMENT

You hereby retain us, and we hereby agree, as more fully set forth below, to lobby the executive and/or legislative branches of the government of The United States of America and of any other mutually agreed upon country, on behalf of Paul Calder Le Roux, and also provide other confidential services to assist Mr. Le Roux in achieving his goals. All this subject to the restrictions and conditions set forth below.

1. Our lobbying services shall consist of maintaining such contacts with the executive and/or legislative branches of the aforesaid government or governments as you shall, in consultation with us, deem advisable, in order to urge the institution and/or maintenance of legislative and/or executive policies favourable to you, and the elimination or prevention of such policies unfavourable to you.
2. The lobbying services noted above shall be conducted by us only if and to the extent they are mutually agreed upon, and only to the extent allowed by law and in particular, but without limitation, only to the extent that all activities conducted by us can be, and are, in compliance with any and all laws and regulations relating to lobbying, including registration and disclosure.
3. The other confidential services as cited above shall be devised in order to optimize the results for the greater benefit of Paul Calder Le Roux.
4. For our services cited above payment of US\$1,200,000.00 is to be wired to the following account upon signature of this agreement.
5. Any ordinary out of pocket disbursements shall be the responsibility of Dickens & Madson (Canada) Inc.
6. We will keep you fully advised of all our efforts on your behalf.
7. We shall develop a series of guidelines within which we shall have the discretion to act on your behalf, subject always to your specific instructions.



8. We shall exert reasonable efforts to secure favourable legislative and/or executive policies. You are aware, however, that it is not possible in these fields to guarantee any particular results. In order to enable us to serve your interests effectively, considering the foregoing, you agree to cooperate with us fully in furnishing us with necessary information as promptly as possible.

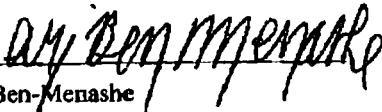
9. The term of this agreement shall be for 1 year.

10. This letter of agreement sets forth our entire understanding. There are no representations or undertakings other than those expressly herein set forth.

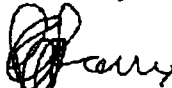
If the foregoing correctly sets forth our understanding, please so indicate below. This letter will then constitute a binding agreement between us.

Dated this 2nd day of April 2007, in Montreal.

Dickens & Madson (Canada) Inc.

By: 
Ari Ben-Menashe
President

Confirmed and accepted

By: 
Paul Calder Le Roux