

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 Paul Werth Associates, Inc.	1150 Connecticut Avenue, NW Suite 900 Washington, DC 20036	2. Registration No. 4470
3. Name of foreign principal Relax International	4. Principal address of foreign principal P. O. Box 6750 Dubai, U.A.E.	

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
 - Committee
 - Corporation
 - Voluntary group
 - Association
 - Other (specify) _____
- Individual—State his nationality _____

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

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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

Company established to operate rest and relaxation facilities for military personnel in the Persian Gulf region.

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.

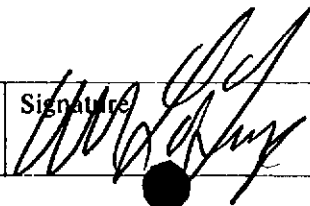
Date of Exhibit A

1-20-91

Name and Title

William N. LaForge
Senior Vice President/
General Counsel

Signature



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
Paul Werth Associates, Inc.	Relax International

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 three 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 three 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 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.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

William N. LaForge, Senior Vice President, provides professional public and government relations counsel to Relax International in its pursuit of an agreement with the U.S. Department of Defense, and he represents Relax's interests through various communications with the Department of Defense.


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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.

Registrant is engaged in various communications with the Department of Defense in an effort to secure approval of Relax International's proposal to provide rest and relaxation facilities for military personnel in the Middle East.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?
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
1-30-91	William N. LaForge Senior Vice President/ General Counsel	

*Political 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.

Relax International

12 January 1991

R



Rest

William N. LaForge
Senior Vice President and
General Counsel
Paul Werth Associates Inc.
1150 Connecticut Avenue NW
Suite 900
Washington D.C. 20036
United States of America

E



Entertainment

Dear Bill:

Thank you for your letter dated 2 January 1991, concerning Relax International's proposal to the U.S. Government to provide rest and relaxation facilities for U.S. troops in the Middle East.

L



Leisure

This letter serves to summarize the Agreement between Paul Werth Associates, Inc., (hereinafter "Werth") and Relax International (hereinafter "Relax") whereby Relax retains Werth on a project basis as its government relations counsel in Washington, D.C.

A



Accommodation

Please note this letter reflects changes to your 2 January 1991 letter to accommodate Khalaf Habtoor's requirements that the contingency fee element be capped at .5% of the first year's contract value only.

1. This Agreement will be effective 2 January 1991, and will continue until completion of the project, or until renewed, modified, or cancelled by both parties mutually.

2. As counsel, Werth will represent Relax in promoting its proposal to the U.S. Government to provide rest and relaxation opportunities for U.S. troops in the Middle East in facilities belonging to Khalaf Al Habtoor.

X




Xcitement

3. Relax will pay Werth a fee of U.S. \$5,000.00, payable in advance. Additionally, Relax will pay Werth a fee equal to .5% of the total contract amount once a contract has been agreed by the U.S. Government and Relax utilizing the Metropolitan Hotel facilities. This fee may be paid in lump sum or in 12 equal monthly installments, provided always that the total of such percentage fee element payments shall not exceed .5% of the total contract amount paid by the U.S. Government in one year.

International

4. While it is understood that Werth will exercise all prudent care and professional judgement in representing Relax, Werth cannot guarantee successful results.

Relax International

R 

Rest

5. This letter of Agreement summarizes out full understanding and can be modified only with written consent of both parties.

If these terms are agreeable to you, please sign and return a copy to me for our files.

I look forward to working with you.

E 

Entertainment

Sincerely,

David Stockwell

David M. Stockwell
Relax International.

L 

Leisure

Agreement accepted as written:

Name *Wm Jose W. LaFona*

Signature *Wm Jose W. LaFona*

Title *Senior Vice President*

Date *1/25/91*

A 

Accommodation

X 

Excitement

International

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