

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 Smith McCabe Ltd. 230 Park Avenue, Suite 1532 New York, NY 10169	2. Registration No. 04687
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3. Name of foreign principal Government of Thailand	4. Principal address of foreign principal Royal Thai Embassy 1024 Wisconsin Ave., NW Washington, DC 20007
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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.
Royal Thai Embassy, Washington, DC
- b) Name and title of official with whom registrant deals.
Mr. Akrasid Amatayakul, Minister, Deputy Chief of Mission

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

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 29 March 1996	Name and Title Alan Smith, 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 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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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, D.C. 20503.

<p style="text-align: center;">Name of Registrant</p> <p style="text-align: center;">Smith McCabe Ltd.</p>	<p style="text-align: center;">Name of Foreign Principal</p> <p style="text-align: center;">Government of Thailand</p>
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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 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, its purposes and the expenses, if any, to be received.

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

The communications program will help improve understanding and awareness of Thailand disseminating information about the country, its history, recent developments, and its role in international affairs.

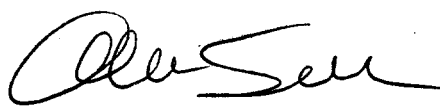
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Will arrange cultural events, educational seminars, and other such programs, including such necessary ancillary publicity materials to support these events, with the purpose of increasing awareness and appreciation of Thailand.

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
29 March 1996	Alan Smith, 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 a government of a foreign country or a foreign political party.

**Agreement
for
Public Relations Service**

This Agreement is made by and between the Government of Thailand as represented by The Royal Thai Embassy, located at 1024 Wisconsin Avenue, N.W., Washington, D.C. 20007 (hereinafter referred to as the 'Client'), on the one part, and Smith McCabe Ltd., located at 230 Park Avenue, Suite 2415, New York, New York 10169 (hereinafter referred to as 'Smith McCabe'), on the other part.

Whereas the Client wishes to retain Smith McCabe for public relations service for the Government of Thailand; and

Whereas Smith McCabe is willing to perform the public relations service for the Government of Thailand;

NOW THEREFORE, the parties hereto agree as follows:

Article 1 Nature of the Service

The nature of the service, including the objectives and scope of work, to be performed by Smith McCabe is more specifically set out in the document entitled "Thailand: An Approach to Promoting the Fiftieth Anniversary of the Accession to the Throne of His Majesty King Bhumibol Adulyadej and Enhancing Communications in the United States" and the understanding as incorporated in the letter dated December 7, 1995 from Ambassador Nitya Pibulsonggram to Smith McCabe as well as in the letter dated December 14, 1995 from Smith McCabe to Ambassador Nitya Pibulsonggram (the said document and letters will hereinafter be referred to collectively as the 'Program'), attached hereto and forming an integral part of this Agreement.

Smith McCabe shall plan and implement all activities as described in the Program with the approval and the close cooperation of designated representatives of the Government of Thailand. Smith McCabe shall also provide counsel and additional support to the Government of Thailand in matters related to the Program.

James Dillard, a vice president of Smith McCabe, the firm's Washington representative, shall serve as Program Director. He shall be Smith McCabe's contact person with the Government of Thailand and shall direct all Program-related work to be carried out by Smith McCabe staff and associates. Smith McCabe hereby warrants that Mr. Dillard has extensive experience in Thailand and a thorough knowledge of the country and the issues to be addressed by the Program. Mr. Dillard, together with other Program team members, shall meet regularly with designated representatives of the Government of Thailand in Washington and in Bangkok to review and evaluate Program work and progress and to receive direction



from the representatives of the Government of Thailand regarding Program implementation, and shall submit to the Government of Thailand quarterly activity reports.

The Government of Thailand or the Client may at any time alter the scope of work or specific activities as contained in the description of the Program attached hereto, provided such alterations are in keeping with the overall objectives of the Program and can be carried out within the agreed budgets for fees and expenses.

Article 2 Fees

In compensation, Smith McCabe will receive from the Client the sum of US\$250,000 for professional fees. Fees will be payable in four instalments of US\$62,500 each, the first of which will be due within 30 days of the start of the Program, and subsequent payments will be due at 90 days intervals, unless this Agreement is terminated as specified in Article 4.

In addition to fees, the Client agrees to reimburse Smith McCabe for all expenses reasonably incurred in the course of implementing the Program. Expenses include administrative costs such as telephone, facsimile, photocopying and messenger service; travel for consultant staff; design, production and printing of information and promotion materials; rental of meeting rooms and catering charges for events. The Program provides a breakdown of estimated expenses. Invoices shall be submitted for expenses on a monthly basis. Non-administrative expenses will be subject to a 5% handling charge. The Client agrees to reimburse Smith McCabe for expenses within 30 days of receiving expenses invoices which are duly accompanied by supporting documents.

Notwithstanding the preceding paragraphs and the estimated expenses in the attached Program, the Client and Smith McCabe hereby agree that the aforesaid professional fees and expenses as well as any monetary payment due to Smith McCabe by virtue of this Agreement shall not exceed the US dollar equivalent to 10 million Thai Baht.

Smith McCabe takes cognizance of the Client's tax exempted status. Therefore, insofar as practicable or feasible, the expenses stipulated in the second paragraph of this article shall be incurred in the name of the Client for the tax exemption purposes, with Smith McCabe paying the expenses on behalf of the Client and thereafter seek reimbursement from the Client in the manner described in the preceding paragraph.

Article 3 Confidentiality

Smith McCabe shall respect the confidentiality of information obtained from the Client or any official of the Government of Thailand during the course of the Program, and shall not distribute any information to the media or the public at any time without prior approval of the Government of Thailand's designated representative.

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Article 4 Duration

The service shall be performed by Smith McCabe over a period of twelve-month period beginning on the date of execution of this Agreement.

The Agreement may be terminated in writing at any time by either party so long as, if terminated by the Client, payment is made by the Client to Smith McCabe for the service already rendered and the reasonable expenses already incurred by Smith McCabe up to the date of termination; or if terminated by Smith McCabe, all outstanding work expected from Smith McCabe as set out in the Program prior to the date of termination has been duly performed.

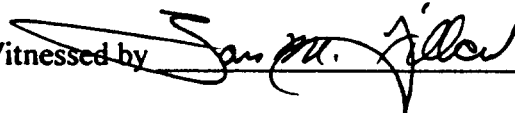
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the twenty-fifth day of January in the year one thousand nine hundred and ninety-six.

On Behalf of the Client

By 
(Mr. Nitya Pibulsonggram)
Ambassador

On Behalf of Smith McCabe

By 
(Mr. Alan Smith)
President

Witnessed by 

Witnessed by 

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