

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 McLaughlin & Morgan, Inc. 146 N. Broad Street Philadelphia, PA 19106	2. Registration No. 5088
3. Name of foreign principal Dubai Commerce and Tourism Promotion Board	4. Principal address of foreign principal 8 Penn Center Philadelphia, PA 19103

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. Dubai Commerce and Tourism Promotion Board
- b) Name and title of official with whom registrant deals. Charles S. Heath
Director - North America

7. If the foreign principal is a foreign political party, state:

- a) Principal address N/A
- 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

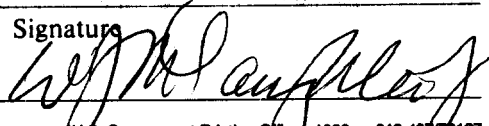
- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by a foreign 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.)

This is the promotion board of Dubai. Its mission is to promote commerce and tourism in the U.S.

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.

N/A

Date of Exhibit A	Name and Title	Signature
11/21/95	William J. McLaughlin President	

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
McLaughlin & Morgan, Inc.	Dubai Commerce and Tourism Promotion Board

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 three 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 three 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 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.

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

McLaughlin & Morgan will perform public relations duties for Dubai Commerce and Tourism Promotion Board including writing press releases, media contact development and PR counseling.

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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.

McLaughlin and Morgan will perform PR services including writing and disseminating news releases for commerce and tourism in Dubai. It will also develop media contacts with the goal of gaining positive press for Dubai.

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.

N/A

Date of Exhibit B	Name and Title	Signature
11/21/95	William J. McLaughlin 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.



McLAUGHLIN & MORGAN

146 N. BROAD STREET • PHILADELPHIA, PENNSYLVANIA 19106 • (215) 574-3100

Marketing/Communications

October 30, 1995

Mr. Charles S. Heath
Director, NA.
Dubai Commerce and Tourism Promotions Board
8 Penn Center
Philadelphia, PA 19103

Re: Public Relations Contract

Dear Chuck:

It is mutually agreed that this letter shall serve as an agreement between Dubai Commerce and Tourism Promotions Board (DCTPB) and McLaughlin and Morgan, Inc. (McL&M). This agreement will take effect on the first day of November, 1995.

DCTPB agrees to contract McL&M to perform public relations services on an ongoing basis in accordance with the attached Public Relations Proposal including specific programs and identified tactics which we believe will lead to the kind of publicity you seek for Dubai.

The cost for our services are determined on a time and materials basis. All time will be measured on portal-to-portal basis, ex the office of McL&M. All out-of-pocket travel and personal maintenance expenses will be charged net.

McL&M agrees to have DCTPB pay equal monthly installments of \$2,500 per month for six months and to have the sixth month payment of \$2,500 reflect the final cost, the total of which should be \$15,000. The monthly retainer of \$2500 shall include 30 hours of PR services including personnel time up to the monthly amount. This is based on DCTPB request for representation for six months. At the end of the six-month period DCTPB and McL&M will review the work and DCTPB's need for a 12-month extension of the program.

If during the initial six-month period it appears that DCTPB needs to contract McL&M for additional PR project services specifically requested and approved by DCTPB, then DCTPB will allow McL&M to invoice for the total additional work. All additional time and expenses will be billed at the rates included within this agreement.

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McL&M accepts responsibility for quality of work, price and delivery as specified in McL&M estimates for all work performed by McL&M, and at vendors chosen by and directly supervised by McL&M. Change of specifications of scope of work, quality, completion or delivery, and client's alterations made to type proofs, mechanicals, negatives or proofs will void any estimate and a new estimate will be submitted to DCTPB in advance.

McL&M will serve as the sole PR agency of DCTPB within North America as ordered by the Director NA for the "BOARD". Should the DCTPB world headquarters direct that the North America office of DCTPB participate in a global program which includes the North America Region, McL & M agrees that the BOARD reserves the right to appoint a global PR firm to coordinate the specific task or project and not necessarily use the services of McL & M -- although every consideration should be made to accommodate and include McL & M into the program. By the same token McL&M will not handle competitive publicity, public relations or any type of promotion for any client that might cause a conflict of interest with DCTPB. McL&M will file FARA registration as is required by the US. government.

Invoices for work, including public relations, ad development if requested, or other collateral work, including work in progress, will be submitted at the end of the month in which work was done and are payable 30 days from the invoice date (by wire transfer if paid from Dubai). McL&M will retain the standard 15% agency commission on all paid space, direct response advertising and other measured media if authorized by the Director, NA. of DCTPB.

McL & M expressly agrees that no expenses including, but not limited to: additional hours, out-of-pocket expenses, travel, entertainment, etc., will be expended or committed too on the Board's behalf without a written estimate being approved and signed by the DCTPB Director, NA in advance of the commitment being made.

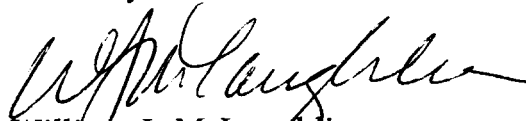
It is further agreed that McL & M agrees to provide DCTPB, NA with a detailed monthly invoice which includes the following:

- a. number of hours worked by each category of personnel, i.e., 3 hrs. of Executive Acct. Management @ \$125/hour
- b. the specific project each person worked on during the hours charged
- c. out-of-pocket charges with copy of invoice for the charges, as well a copy of the pre-authorized expenditure estimate authorizing such expenditure


Alteration or termination of this agreement can be requested by either party at any time, for any reason. However, it also is mutually agreed that 90 days written notice will be given so as to work no hardship, financial or otherwise, upon either party. Furthermore, DCTPB agrees to reimburse McL&M for work done prior to receipt of written notice, for transition work, and for non-cancelable financial commitments made by McL&M on DCTPB's behalf. In the event of termination of this contract, McL&M agrees to assist in the transition of work. McL&M would charge their listed hourly rates for any transition work.

In conclusion, may I express my appreciation to you for the opportunity to work with you and DCTPB.

Sincerely,


William J. McLaughlin,
President

Accepted for DCTPB by



Charles S. Heath,
Director, NA.
DCTPB

11-1-95

Date

