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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 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  <b>Powell Tate, Inc.</b>	2. Registration No.  <b>5148</b>
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To correct a deficiency in
- To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- Initial Statement
- Supplemental Statement for the period ending \_\_\_\_\_
- Other purpose (specify) \_\_\_\_\_
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

**Previous contract dated June , 1996**  
**Amendment to contract dated June 1, 1996 (Amendment date August 25, 1997)**

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (If space is insufficient, a full insert page must be used.)

**The contract with the Royal Embassy of Saudi Arabia, that lapsed, has been extended through May 31, 1998.**

97 SEP -2 P 1:01  
RECEIVED  
SEP 1 1997

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

September 2, 1997

(Type or print name under each signature<sup>1</sup>)

Dale W. Leibach

Dale W. Leibach

<sup>1</sup> This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those persons performing similar functions or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

**POWELL TATE**  
*a Cassidy Company*

(Re: Powell Tate/  
Kingdom of Saudi Arabia  
Service Contract)

August 25, 1997

Adel Al-Jubeir  
First Secretary  
Royal Embassy of Saudi Arabia  
601 New Hampshire Ave., N.W.  
Washington, D.C. 20037

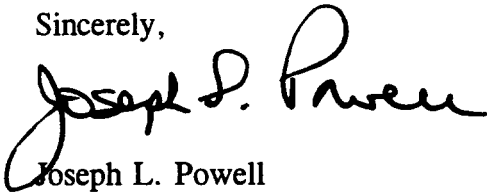
Dear Adel:

This letter confirms our mutual understanding that Powell Tate and the Royal Embassy of Saudi Arabia agree to amend the above-captioned contract in the following manner:

- The term of the contract dated June 1, 1996, will be extended from the current ending day on May 31, 1997, to and including May 31, 1998.
- At the end of each year of services under this contract, the contract shall be extended for an additional one (1) year term unless the KINGDOM OF SAUDI ARABIA notifies POWELL TATE of its decision to terminate this agreement in writing by registered mail delivered AT LEAST ninety (90) days before the scheduled renewal.
- All other terms and conditions of the contract remain unchanged.

For your convenience, we have enclosed a copy of the most recent contract between Powell Tate and The Kingdom of Saudi Arabia. Please do not hesitate to call me at 202-434-8500 with any questions.

Sincerely,



Joseph L. Powell  
Chairman and  
Chief Executive Officer

cc: Mr. Amir

Enclosures

10/11/97 2:11:01  
97-597-2-11101  
10/11/97 2:11:01

**POWELL TATE**  
*a Cassidy Company*

June 1, 1996

Royal Embassy of Saudi Arabia  
601 New Hampshire Avenue  
Washington, D.C. 20037

This letter of agreement is a confirmation of your decision to retain Powell Tate to perform communications and public relations services on behalf of the Royal Embassy of Saudi Arabia.

This agreement, which shall begin at the above date, shall continue under these terms until May 31, 1997.

The Royal Embassy of Saudi Arabia will prepay quarterly a Thirty Thousand and no/100 Dollars (\$30,000.00) monthly retainer. Professional time will be billed against the retainer on a hourly rate basis. Before exceeding the retainer Powell Tate will notify the Royal Embassy of Saudi Arabia. Out-of-pocket expenses, such as FARA filing costs, postage, telephone, faxing, and travel, are not included in this retainer and will be billed separately on a quarterly basis.

Powell Tate will be reimbursed in accord with the following stipulations:

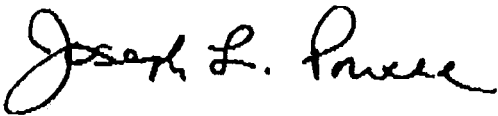
- Payment is due within thirty (30) days of receipt of invoices. Invoices not paid within thirty (30) days are subject to prevailing monthly interest charges.
- Production items provided and services subcontracted with vendors are billed at net costs plus a standard agency fee of seventeen and 65/100 percent (17.65%). Such fees will be supported by supplier invoices. Powell Tate will not incur such costs without the specific prior approval of the Royal Embassy of Saudi Arabia.
- A standard agency overhead charge covering non-retrievable expenses not to exceed three percent (3%) of fee billing, or maximum of Four Hundred Fifty and no/100 Dollars (\$450.00), will be added to the monthly invoice.
- Powell Tate shall use its best efforts to obtain vendor invoices on a timely basis for work performed on behalf of the Royal Embassy of Saudi Arabia. However, the Royal Embassy of Saudi Arabia shall be responsible for reimbursement to Powell Tate for work performed regardless of date of vendor invoices on final billing to the Royal Embassy of Saudi Arabia.
- A media services, publications, and monitoring fee will be billed at the rate of One Hundred Twenty Five and no/100 Dollars (\$125.00) per month.

- Powell Tate will maintain accurate records for all staff time work and all out-of-pocket expenses incurred on behalf of the Royal Embassy of Saudi Arabia and will be prepared to supply any supporting details required by the Royal Embassy of Saudi Arabia's auditors. Records will be maintained during the period of the project and an additional sixty (60) days. For contracts longer than one year, records will be kept for the calendar year when the work was performed and an additional sixty (60) days.

It is understood that Powell Tate cannot undertake to verify all facts supplied to it by the Royal Embassy of Saudi Arabia or related entities or all factual matters included in materials prepared by us and approved by the Royal Embassy of Saudi Arabia or related entities. The Royal Embassy of Saudi Arabia agrees to indemnify and hold harmless Powell Tate from and against any and all losses, claims, damages, legal fees, expenses, or liabilities that Powell Tate may incur (including its participation as a third-party witness in litigation against the Royal Embassy of Saudi Arabia or related entities) based upon information, representations, reports, data, or releases furnished or approved by the Royal Embassy of Saudi Arabia or its specifically authorized representatives for use or release by Powell Tate whether or not Powell Tate prepares or participates in the preparation of such materials. This paragraph shall survive the termination of this agreement and shall continue to bind both parties.

If this agreement sets forth our understanding, please sign, retain one copy for your files, and return one copy.

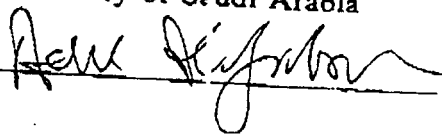
Sincerely,



Joseph L. Powell  
Chairman and  
Chief Executive Officer

APPROVED:

Royal Embassy of Saudi Arabia

By  Date Sept-1, 1996

POWELL TATE