

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 Powell Tate, Inc. 700 13th Street, NW Suite 10000 Washington, D.C. 20005	2. Registration No. 5148
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3. Name of foreign principal MERHAV	4. Principal address of foreign principal P.O. Box 594 Herzliya 46106, Israel
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5. Indicate whether your foreign principal is one of the following:

- 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 nationality _____

6. If the foreign principal is a foreign government, state: **n/a**

- 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: **n/a**

- 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

project development firm

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.)

n/a

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.

**Yoseph A. Maiman
President &
Chairman of the Board**

Date of Exhibit A	Name and Title	Signature
4-4	Dale Leibach COO	Dale W. Leibach

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 Powell Tate, Inc.	2. Registration No. 5148
3. Name of Foreign Principal MERHAV	

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.

***see below**

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.

*** Question #4 Powell Tate is performing services pursuant to a contract between Cassidy & Assoc. and MERHAV. Cassidy & Associates has registered under LDA. Therefore, Cassidy & Associates has not registered under FARA.**

Formerly OBD-65

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.
- raise awareness of MERHAV's business interests and quality professional leadership.
 - promote MERHAV business interests in Washington through public relations and media relations activities.
 - to build understanding and support for the role of Turkmenistan and Central Asian region and to promote economic development opportunities through public relations.

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.

see question #8

Date of Exhibit B	Name and Title	Signature
4-6-97	Dale W. Seibach C.D.P.	Dale W. Seibach

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 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 interests, policies, or relations of a government of a foreign country or a foreign political party.

SERVICE CONTRACT

(CASSIDY & ASSOCIATES, INC.

(MERHAV

KNOW ALL PERSONS BY THESE PRESENTS, that G. CASSIDY AND ASSOCIATES, INC., a corporation duly organized under the laws of the State of Delaware, and doing business as CASSIDY & ASSOCIATES, INC. with its principal place of business at 700 13th Street, N.W., Suite 400, Washington, D.C. 20005, does contract with MERHAV, whose principal address is P.O.B. 594, Herzliya 46105, Israel, provide consultant services for the period of one (1) year, commencing March 1, 1997, and terminating on February 28, 1998, in consideration for the payment of Forty Thousand U.S. Dollars (\$40,000 U.S.) per month to be paid quarterly in advance, plus expenses.

Payment shall be made to CASSIDY & ASSOCIATES, INC. in four (4) advance quarterly payments of One Hundred Twenty Thousand U.S. Dollars (\$120,000 U.S.) per quarter, commencing on or before March 1, 1997, to be followed by a payment on or before the first day of each of the next three (3) quarters with the final payment due on or before December 1, 1997.

A statement of expenses shall be made to MERHAV by CASSIDY & ASSOCIATES, INC. at the end of each month for expenses incurred during the previous month. The statement shall be made payable monthly.

All fees to CASSIDY & ASSOCIATES, INC. for services will be due and payable on the dates specified herein.

In its capacity as a consultant, CASSIDY & ASSOCIATES, INC. shall make its best effort to assist MERHAV in pursuing its government affairs objectives. The nature of these objectives shall be determined by MERHAV with the advice and assistance of CASSIDY & ASSOCIATES, INC.

Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

It is understood that CASSIDY & ASSOCIATES, INC. cannot undertake and verify all facts supplied to it by MERHAV or related entities or all factual matters included in materials prepared by CASSIDY & ASSOCIATES, INC. and approved by MERHAV or related entities. MERHAV shall hold harmless CASSIDY & ASSOCIATES, INC. against any and all losses, claims, damages, legal fees, expenses or liabilities which CASSIDY & ASSOCIATES, INC. shall incur as a direct result of information, representations, reports, data, or releases furnished or approved by MERHAV or its specifically authorized representatives for use or release by CASSIDY & ASSOCIATES, INC.

Any dispute arising under this contract shall be resolved by arbitration in accordance with the rules of the American Arbitration Association.

MERHAV reserves the right to review this contract at the end of six (6) months of its entering into force (and every six (6) months thereafter, if renewed) and, if unsatisfied with the performance of CASSIDY & ASSOCIATES, INC. as per the agreed scope, to terminate it with thirty (30) days notice thereafter.

This agreement contains the entire understanding between the parties. It may be changed only by written agreement signed by both parties.

In witness whereof the authorized representatives of MERHAV and CASSIDY & ASSOCIATES, INC. do hereby execute this contract.

Date: 3.12.97

CASSIDY & ASSOCIATES, INC.

By 

MERHAV

Date: _____

By _____