

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 Thirteenth Street, N.W., Suite 1000 Washington, D.C. 20005	2. Registration No. 5148
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3. Name of foreign principal Kingdom of Morocco	4. Principal address of foreign principal 1601 21st Street, N.W. Washington, DC 20009
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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 \_\_\_\_\_

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

- a) Branch or agency represented by the registrant. Royal Embassy of the Kingdom of Morocco
- b) Name and title of official with whom registrant deals. Mohamed Benaissa, Ambassador

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

Not Applicable

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

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9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

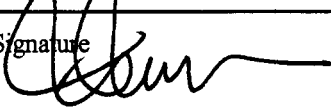
Not Applicable

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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.

Not Applicable

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Date of Exhibit A May 20, 1998	Name and Title Robert G. Ownes, Sr. V.P., Operations	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. 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
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3. Name of Foreign Principal  The Kingdom of Morocco
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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.
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.

Powell Tate assists Cassidy & Associates, Inc. and the Kingdom of Morocco with advancing the appreciation of Morocco's culture and historic ties with the United States and its role in the development and stability of North Africa.

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OFFICE OF THE ATTORNEY GENERAL

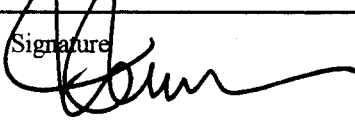
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Powell Tate will provide public affairs counsel and media relations assistance to the Kingdom of Morocco to advance the appreciation of Morocco's cultural and historic ties with the United States and its role in the development and stability of North Africa.

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.

Please see Item #7 on previous page.

Date of Exhibit B May 20, 1998	Name and Title Robert G. Owens, Sr. V.P., Operations	Signature 
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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.

(KINGDOM OF MOROCCO

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. (hereinafter referred to as "CASSIDY") with its principal place of business at 700 13th Street, N.W., Suite 400, Washington, D.C. 20005, does contract with KINGDOM OF MOROCCO (hereinafter referred to as "MOROCCO"), whose principal office is 1601 Twenty-First Street, N.W., Washington, DC 20009, to provide consultant services for the period of one (1) year, commencing May 1, 1998, and terminating on April 30, 1999, in consideration for the payment of One Hundred Thousand U.S. Dollars (\$100,000 US) per month to be paid in advance, plus expenses.

Payment shall be made to CASSIDY in twelve (12) advance monthly payments of One Hundred Thousand U.S. Dollars (\$100,000 US) per month, commencing as soon as practicable after the execution of this agreement, to be followed by a payment on or before the first day of each of the next eleven (11) months with the final payment due on or before April 1, 1999.

A statement of expenses shall be made to MOROCCO by CASSIDY at the end of each month for expenses incurred during the previous month. The statement shall be made payable monthly. Out-of-pocket expenses for travel and other direct charges will be billed separately. Federally appropriated funds may not be used to pay for any services provided or expenses incurred under this contract.

All fees to CASSIDY for services will be due and payable on the dates specified herein. All costs of collection incurred by CASSIDY of fees which are more than sixty (60) days past due shall be paid by MOROCCO promptly upon demand.

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CITY OF WASHINGTON

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

CASSIDY shall subcontract certain public relations work under this contract to POWELL TATE, a Cassidy Company. CASSIDY shall also subcontract certain government relations work under this contract to BOLAND & MADIGAN, a Cassidy Company. POWELL TATE and BOLAND & MADIGAN shall work under the personal supervision of Gerald S.J. Cassidy, Chairman of The Cassidy Companies, Inc.

FREDERICK SCHNEIDERS RESEARCH, a Cassidy Company, will conduct certain surveys as approved in advance by MOROCCO. The costs associated with these surveys shall be included in the statement of expenses as provided for above.

At the end of the eighth (8<sup>th</sup>) month of service under this contract, this contract shall be extended for an additional four (4) month term unless MOROCCO notifies CASSIDY of its decision to terminate this agreement in writing by registered mail delivered at least thirty (30) days before the end of the eighth (8<sup>th</sup>) month.

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.

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

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 MOROCCO and CASSIDY do hereby execute this contract.

CASSIDY & ASSOCIATES, INC.

Date: 5-18-98

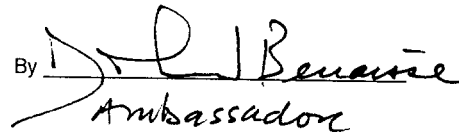
By



KINGDOM OF MOROCCO

Date: 5-19-98

By



Ambassador