

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. 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 in print and online at: <http://www.fara.gov/>.

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, Counterespionage Section, National Security 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 Duane Morris Government Affairs LLC 30 South 17th Street Philadelphia, PA 19103	2. Registration No. 5998
--	-----------------------------

3. Name of foreign principal Millennium Group Services	4. Principal address of foreign principal Al-Shouaa Building, 12th Floor Rashid Karami Street Verdun District Beirut, Lebanon
---	---

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 _____

NSD/CES/REGISTRATION UNIT
2010 AUG 13 AM 9:34

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

- 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:

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

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.

Holding Company.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>

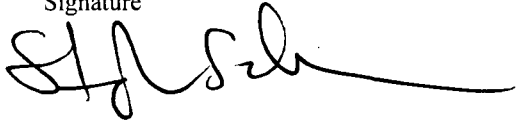
9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

As a foreign organization it is supervised, owned, directed, controlled and financed by a foreign principal. The chairman of the foreign principal is the Prime Minister of Lebanon. He held this position prior to assuming the office of Prime Minister.

NSD/GES/REGISTRATION UNIT
2010 AUG 13 AM 9:34

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 8/11/2010	Name and Title STEPHEN SCHACHMAN, MANAGING DIRECTOR	Signature 
--------------------------------	--	---

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.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. 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 in print and online at: <http://www.fara.gov/>.

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, Counterespionage Section, National Security 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
Duane Morris Government Affairs LLC

2. Registration No.

5998

3. Name of Foreign Principal
Millennium Group Services

NSD/CES/REGISTRATION UNIT
2010 AUG 13 AM 9:36

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.
See attached contract.

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


See attached contract.

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 attached contract.

NSD/CES/REGISTRATION UNIT
2010 AUG 13 AM 9:34

Date of Exhibit B 8/11/2010	Name and Title STEPHEN SCHACHMAN, MANAGING DIRECTOR	Signature 
--------------------------------	--	---

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



Duane Morris
GOVERNMENT AFFAIRS

Stephen Schachtman
Managing Director
sschachtman@dmga.com

TEL: 215.979.1174
FAX: 215.979.1172

NSD/CES/REGISTRATION UNIT
2010 AUG 13 AM 9:34

June 24, 2010

Amal Mudallali, Ph.D.
United States Policy Advisor
to Prime Minister Saad Hariri
2440 Virginia Avenue, N.W.
No. 19307
Washington, DC 20037

Dear Dr. Mudallali:

Thank you for both the opportunity to present this proposal and the time that you have taken to meet with us during the past several months. Duane Morris Government Affairs ("DMGA") looks forward to working with you to promote the interests and goals of the Prime Minister of Lebanon, His Excellency Saad Hariri. With the support of its parent, Duane Morris LLP, DMGA will use its resources to promote those interests, and we can assure you the people with whom you have met will be actively engaged with you in this undertaking.

The Representation:

To promote the interests and goals of the Prime Minister regarding Lebanon and to enhance the awareness of Lebanon's importance to the United States government, the representation will build upon the recently concluded meeting between the Prime Minister and President Obama as well as other executive branch officials and members of the House and Senate with whom he met. While this representation will be centered on Washington, DC, it will also entail other appropriate activities throughout the United States both to increase awareness of Lebanon's importance and to enlist the support of others to promote Lebanon's interests as delineated by the Prime Minister.

The Engagement:

1. DMGA will be register as appropriate under United States law to reflect the engagement.
2. You will become an employee of DMGA with an office in our Washington, DC office. DMGA will rely on your expertise as it relates to Lebanon to advise and support our efforts. In addition, our offices throughout the United States will be available as we work to promote the Prime Minister's and Lebanon's interests as delineated by the Prime Minister. The specific terms of your employment are set forth in the employment letter attached to this proposal.

30 South 42nd Street Philadelphia, PA 19103-1126 • www.dmga.com
BALTIMORE • BARRINGTON • BOSTON • NEW YORK • NEWPORT NEWS • PRINCETON • WASHINGTON DC

© 2010 Duane Morris LLP. All rights reserved. DMGA is a service mark of Duane Morris LLP. DMGA is not a law firm.

3. Upon the effectiveness of this agreement, we will immediately begin working to establish the priorities of our lobbying efforts and the underlying plan for a possible broader public relations campaign if appropriate. While we are developing the plan, we will begin meetings with senior officials in both the executive and legislative branches to establish the fact that we will be representing the Prime Minister and his senior policy advisor in the United States. Based on our discussions, we are cognizant of the fact that the objective as it has been described to us will be (i) to contribute to stability in Lebanon, (ii) to establish the continued importance of rebuilding the Lebanese military, (iii) to explain to United States policymakers Prime Minister Hariri's critical contribution to peace and stability in Lebanon and the wider Middle East and (iv) to foster the strategic relationship between the United States of America and Lebanon as espoused by the Prime Minister.

4. As we have discussed, among other activities that will be considered in connection with the effectuation of the services contemplated by this proposal is the identification of other individuals and groups that might be enlisted to be supportive of efforts to support the achievement of the objectives described above. For example, our efforts will include consideration of the creation of an American Lebanon Political Action Committee or a similar type of foundation to promote the country's interests. This group would be comprised of members of the Lebanese community now residing in the United States and Americans who recognize the country's importance to the United States and the stability of the Middle East. We will also look for ways to promote private investment in Lebanon and using the investors to seek support for the country from their elected officials and the executive branch.

5. While our strategy will have the effect of promoting the interests of Lebanon, we recognize that in doing so it is important to ensure the decision makers and persons influencing policy in the United States recognize the Prime Minister as the key to the future stability and growth of the country.

6. Our fee for this undertaking is US\$25,500 per month for an initial period of one year based on the following:

(i) US\$10,000 to cover the compensation for Dr. Amal Mudallali as set forth in the attached employment letter, plus US\$3,000 which is intended to cover the employer's portion of taxes and benefits costs associated with her employment by DMGA.

(ii) US\$2,500 per month for the cost of the office space and other general administrative overhead related to the Dr. Mudallali's being based in DMGA's Washington office.

(iii) US\$10,000 per month as compensation to DMGA.

7. As is customary in connection with the establishment of new engagements, the first payment will be in the amount of US\$1,000, will cover the months of July and August, 2010, and will be due immediately upon the acceptance of this proposal. Thereafter, our monthly fee will be due on or before the first day of each calendar month, beginning with September 1, 2010.

8. The initial term of this engagement is one year from ^{Aug} July 1, 2010 to ^{July} June 30, 2011. ^{US} Thereafter, it shall continue on a month to month basis unless otherwise agreed by both parties. Either party may terminate this agreement at any time upon sixty days' written notice to the other for any reason.

9. In the event that we incur out-of-pocket expenses for travel or similar activities in connection with our work pursuant to this agreement, we will be reimbursed for such expenses.

Amal Mudallali, Ph.D.
June 24, 2010
Page 3

10. This agreement and the accompanying employment letter contain the entire agreement of the parties with respect to the subject matter hereof and shall not be amended or modified in any respect except in a writing signed by both parties. This agreement will be governed by and interpreted in accordance with the laws of the District of Columbia without reference to its principles of the conflicts of laws.


The principals of DMGA with whom you have met will be engaged with you as well appropriate partners of DM. Please note that we are not engaged by any other client that causes a conflict or places your interests in a secondary position. Once we are engaged, if approached by any client that may cause such a conflict we would only allow ourselves to be retained by them if you so approved.

We are excited about the opportunity to work with you on this most important undertaking, understand your personal commitment and would be honored to be your partner. Please convey to the honorable Prime Minister the continued assurances of our highest consideration and esteem.

If the proposal above meets with your approval please sign and return a copy of the employment letter and a copy of this proposal that has been signed by an appropriate person.

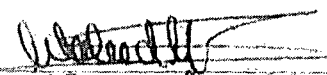
Very truly yours,

DLANE MORRIS GOVERNMENT AFFAIRS


Stephen Schachman
Managing Director

SS:sh

APPROVED AND AGREED:

By: 
Name: WALEED SABAYON
Title: Chairman, Am. Mgt., Millennium Group Services
Date: July 19, 2010

MSD/CES/REGISTRATION UNIT
2010 AUG 13 AM 9:35