

EXHIBIT A
TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

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 Dickstein, Shapiro & Morin 2101 L Street, N.W. Washington, D.C. 20037	2. Registration No. 3028
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3. Name of foreign principal Middle East Airlines	4. Principal address of foreign principal P. O. Box 206 Bierut, Lebanon
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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 _____

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

- 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: NA

- a) Principal address
- b) Name and title of official with whom the 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

Carrying out Air Transport business within and outside Lebanon

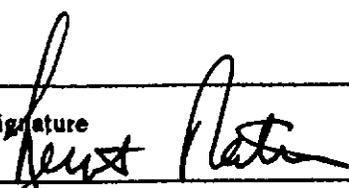
b) Is this foreign principal

- 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.)

Middle East Airlines is a stockholder-owned entity. 28.5% of the stock is held by Air France, which is partially owned by the French Government. 62.5% of the stock is owned by Intra Investment Company, S.A.L., a private Lebanese stock joint company. Substantially all of the remaining 9% is owned by Lebanese nationals.

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.

Date of Exhibit A July 9, 1981	Name and Title Leigh Ratiner, Partner	Signature 
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UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

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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. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Dickstein, Shapiro & Morin	Middle East Airlines

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 two copies of the contract to this exhibit.
See Attachment 1
- 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 two 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 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.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See Attachment 2

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

See response to Item 4 above

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.

Date of Exhibit B	Name and Title	Signature
July 9, 1981	Leigh Ratiner, Partner	

^{1/} Political 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.

Attachment 2 to Exhibit B

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

Registrant will represent Middle East Airlines before the Civil Aeronautics Board with respect to acquiring both an interim and a permanent authorization for Middle East Airlines to fly between Lebanon and the United States. Registrant will draft and submit to the Civil Aeronautics Board applications for the necessary permits; make presentations to officials at the Civil Aeronautics Board and, if needed, other executive departments to urge timely and favorable action on such applications; and if appropriate, communicate with any other government officials.

DICKSTEIN, SHAPIRO & MORIN

2101 L STREET, N.W.

WASHINGTON, D.C. 20037

202 785-9700

TELEX: 892608 DSM WSH

G. JOSEPH MINETTI
DIRECT DIAL
202 828-2223

598 MADISON AVENUE
NEW YORK, N.Y. 10022
212 832-1900

June 18, 1981

Mr. Salim Salaam
Managing Director
Middle East Airlines
Post Office Box 206
Beirut, Lebanon

Dear Mr. Salaam:

This letter will confirm our agreement for provision of legal services to Middle East Airlines. We will represent your company in attempting to secure from the Civil Aeronautics Board (1) a permanent foreign air carrier permit authorizing Middle East Airlines to fly between Lebanon and the United States; and (2) an exemption allowing Middle East Airlines to commence operations on an interim basis to the United States, pending issuance of the permanent permit. This will entail the filing of two separate applications and presentations to appropriate authorities of the United States government.

Our initial retainer for this representation shall be a fee of ten thousand United States dollars (\$10,000.00) payable at the inception of our engagement.

Against this initial retainer fee we will charge for the work performed under this contract. Our fees will be based on the actual hours expended, computed at our standard billing rates for the various classifications of professional services required. My hourly rate is \$150.00 and the rate of Walter J. Walvick, a senior associate assigned to this matter, is \$90.00. Should the initial or subsequent retainer fees be depleted we will bill you for an additional ten thousand United States dollars (\$10,000.00) payable within thirty (30) days.

It is further understood that this firm is to be reimbursed by you for actual out-of-pocket expenses incurred by us in conjunction with this representation, covering such matters as long distance telephone calls, printing, reproduction of documents, travel expenses and the like. Naturally, no unusual expense will be incurred without prior approval. We will bill you for expenses periodically.

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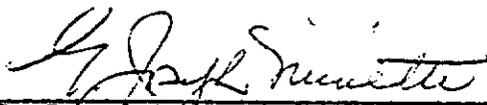
Mr. Salim Salaam
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June 18, 1981

If the foregoing correctly sets forth the agreement between us,
please so indicate in the space provided below and return one executed copy
of this agreement to us.

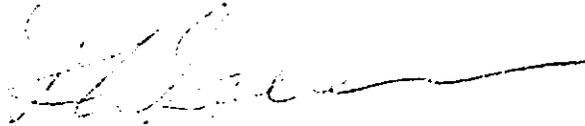
Very truly yours,

DICKSTEIN, SHAPIRO & MORIN

By


G. Joseph Minetti

AGREED AND ACCEPTED: *


Salim Salaam
Managing Director
Middle East Airlines

Dated: June 24 1981

- * Subject to the following proviso:
It is understood that the total
amount charged for these services
will not exceed US.\$25,000.00
without prior consultation between
the two parties.
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