

UNITED STATES DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20530

OMB
No. 43-R226
Approval Expires Oct. 31, 1981

Form OBD-68
(Rev 10-14-76)
Formerly DJ-307
for

AMENDMENT TO REGISTRATION STATEMENT

Pursuant to the Foreign Agents
Registration Act of 1938, as amended.

1. Name of Registrant J. Crawford Cook	2. Registration No. 3191
---	---------------------------------

RECEIVED
U.S. DEPARTMENT
OF JUSTICE
CRIMINAL DIVISION
JUL 16 10 19 AM '81
INTERNAL SECURITY
SECTION
REGISTRATION UNIT

3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To correct a deficiency in
 - Initial Statement
 - Supplemental Statement for _____
- To give a 10-day notice of a change in information as required by Section 2(b) of the Act.
- 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 -

Contract, dated _____, 1981, between J. Crawford Cook and the Foreign Liaison Bureau Kingdom of Saudi Arabia.

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 more space is needed, full size insert sheets may be used.

The above-referenced contract is for the production of certain films, for use at the Knoxville World's Fair in 1982 and for use at civic presentations, school assemblies, etc. Details of the film content appears in the contract, a copy of which is attached. Registrant received payment of the sum of One Hundred Seventy Five Thousand Dollars on July 1, 1981.

The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this amendment and that he is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (their) knowledge and belief.

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)


J. CRAWFORD COOK

Subscribed and sworn to before me at Columbia, S.C.

this 10 day of July, 19 81


(Notary or other officer)

My commission expires 8-27-85

IN THE NAME OF GOD
THE
OMNIPOTENT AND MERCIFUL

CONTRACT

This Contract, made at Columbia, South Carolina,
this _____ day of _____, 1981:

WITNESSETH:

WHEREAS, J. Crawford Cook d/b/a Crawford Cook &
Company has submitted certain proposals for the production
of films aimed at fostering closer ties between the people
and governments of the United States and of Saudi Arabia;
and

WHEREAS, certain concepts embraced in the proposals
have been accepted in principle; and

WHEREAS, it is desired that J. Crawford Cook d/b/a
Crawford Cook & Company plan, develop and execute certain
programs set forth in the proposals; and

WHEREAS, the undersigned parties, in order to
insure a continuing harmonious relationship, wish to reduce
to writing the terms and conditions of their contract.

NOW, THEREFORE, in consideration of the foregoing
premises and the mutual covenants contained herein, the
undersigned parties hereby agree:

I RETAINER

1.01. The Retaining Party hereby retains the Producer upon the terms and conditions hereinafter set forth; the Producer accepts such retainer.

II SERVICES

2.01. The Producer undertakes to produce the following films for and on behalf of the Retaining Party:

(a) A 10-to-12 minute film dealing with the culture, heritage, religion, and people of the Kingdom of Saudi Arabia and also setting forth the Arab position on a just and fair peace in the Middle East. This film would be designed for use at the Knoxville World's Fair Exhibition, May - October, 1982.

(b) A 20-to-22 minute film with similar content to (a) above. This film would be designed for use at civic club presentations, school assemblies, church programs, public and academic library programs, and such like programs.

(c) An 18-to-20 minute film designed to promote the economic advantages that accrue to the United States economy as a result of American private businesses working in the Kingdom.

(d) Film segments excerpted from the film in
(c) above and featuring various U.S. companies.

2.02. The Producer shall be sole co-ordinator for the development of concepts, the writing, the logistics, the production and the distribution of the films.

III PAYMENT

3.01. The Retaining Party undertakes and hereby agrees to pay or cause to be paid to the Producer the sum of Six Hundred Twenty-five Thousand (\$625,000) Dollars in four installments by transferring the aforesaid funds to Crawford Cook & Company's account No. 701-8069857 with:

First Union National Bank
First Union Plaza
Charlotte, North Carolina 28288 USA

Telex: 572422
Cable: FUNBA
Attention: Mr. Dave Morrow
International Division

3.02. The aforesaid sum shall be paid by the Retaining Party to the Producer in accordance with the following schedule:

\$ 175,000	at the signing of this Contract
150,000	on or before July 15, 1981
150,000	on or before October 15, 1981
<u>150,000</u>	upon delivery of the production
\$ 625,000	

3.03. Producer shall have a lien on the negatives of the films and their duplicates until the above sums and all further indebtedness pertaining to any and all work performed by Producer in connection with said negatives, including prints therefrom, for Retaining Party's account, have been paid in full.

IV COMMUNICATIONS AND NOTICE

4.01. All communications to the Retaining Party shall be addressed as follows:

Foreign Liaison Bureau
Jeddah
Saudi Arabia

4.02. All communications to the Producer shall be addressed as follows:

J. Crawford Cook
Post Office Box 50485
Columbia, South Carolina 29250

4.03. If notice, demand or declaration of any kind is to be given by either party hereto, it shall be in writing. As utilized in this Contract, the term "in writing" shall mean a communication over an authorized signature, either by cable, telegram or Telex, with confirmation copy by registered airmail.

V VISAS, TRAVEL ARRANGEMENTS

5.01. Retaining Party shall provide Producer all visas, permits, passes, clearances, licenses, registrations, franchises, and other instruments and processes required by authorities in the Kingdom of Saudi Arabia in connection with this Contract.

VI ASSIGNMENT; SUBCONTRACTS

6.01. This Contract or any part thereof or any payment hereunder may be assigned by the Producer.

6.02. The Producer may, and it is expected that the Producer will, subcontract any part of the Services set forth in Section IJ herein.

VII DURATION

7.01. Unless terminated sooner with the written consent of both parties, this Contract shall automatically expire at 11:59 P.M., Eastern Standard Time, one year from the day and year first above written.

VIII SUCCESSORS IN INTEREST

8.01. This Contract shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties.

IX APPLICABLE LAW

9.01. This Contract and the underlying commercial transaction shall be governed by the established general principles of private international law.

X ENTIRE CONTRACT

10.01. This instrument, consisting of seven (7) pages, embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This agreement supercedes any and all previous communications, representations, and agreements, if any, either written or oral, between the parties hereto.

10.02. The invalidity or unenforceability of any provision of this Contract in no wise affects the validity or enforceability of any other provision.

XI MISCELLANEOUS

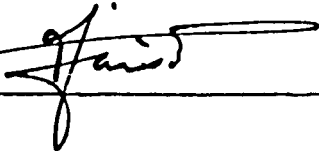
11.01. It is understood and agreed by the parties hereto that, at no time, in the performance of this Contract, will J. Crawford Cook perform any act that is violative of the laws or inimical to the interests of the United States or of the Kingdom of Saudi Arabia.

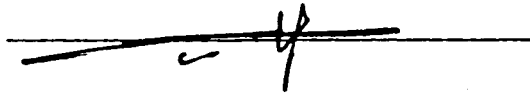
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and their respective seals to be affixed hereto the day and year first above written.

In the Presence of:

RETAINING PARTY

AMMED B MOEER

By:  (SEAL)



In the Presence of:

PRODUCER

Sally D. Luman

 (SEAL)
J. Crawford Cook d/b/a
Crawford Cook & Company

