

U.S. Department of Justice  
Washington, DC 20530

Exhibit A  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0003

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 <b>Shandwick Public Affairs</b> <b>700 13th Street, NW</b> <b>Suite 1000</b> <b>Washington, D.C. 20005</b>	2. Registration No. <b>5220</b>
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3. Name of foreign principal <b>The Royal Embassy of Saudi Arabia</b>	4. Principal address of foreign principal <b>601 New Hampshire Avenue, NW</b> <b>Washington, D.C. 20037</b>
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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  Committee
  - Corporation  Voluntary group
  - Association  Other (specify) \_\_\_\_\_
- Individual-State nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant. **The Royal Embassy of Saudi Arabia.**
- b) Name and title of official with whom registrant deals. **Adel Al-Jubeir, First Secretary**

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

8. If the foreign principal is not a foreign government or a foreign political party, **N/A**

a) State the nature of the business or activity of this foreign principal

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

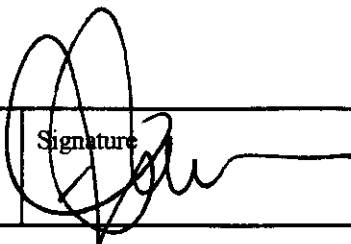
Controlled by a foreign government, foreign political party, or other foreign principal Yes  No

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.)*

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 <b>12/10/99</b>	Name and Title <b>Robert Owens SVP of Operations</b>	Signature 
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U.S. Department of Justice  
Washington, DC 20530

Exhibit B  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, an amended

OMB No. 1105-0007

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. 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 .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 <b>Shandwick Public Affairs</b>	2. Registration No. <b>5220</b>
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3. Name of Foreign Principal <b>The Royal Embassy of Saudi Arabia</b>
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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.

**Shandwick Public Affairs will provide public affairs counsel and media relations assistance to the Royal Embassy of Saudi Arabia to increase understanding between the two countries.**

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

See response to #7.

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 response to #7.

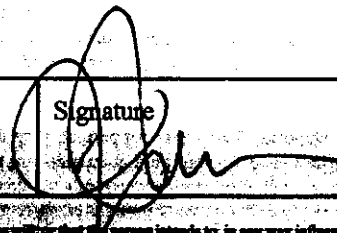
Date of Exhibit B

12/10/99

Name and Title

Robert Owens  
VP of Operations

Signature



Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the registrant or any person acting on behalf of the registrant 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 activities of a government of a foreign country or a foreign political party.

**POWELL TATE**  
*a Cassidy Company*

(Re: Powell Tate/  
Kingdom of Saudi Arabia  
Service Contract)

August 25, 1997

Adel Al-Jubeir  
First Secretary  
Royal Embassy of Saudi Arabia  
601 New Hampshire Ave., N.W.  
Washington, D.C. 20037

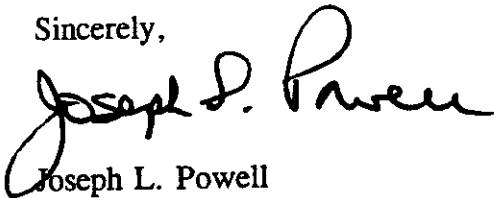
Dear Adel:

This letter confirms our mutual understanding that Powell Tate and the Royal Embassy of Saudi Arabia agree to amend the above-captioned contract in the following manner:

- The term of the contract dated June 1, 1996, will be extended from the current ending day on May 31, 1997, to and including May 31, 1998.
- At the end of each year of services under this contract, the contract shall be extended for an additional one (1) year term unless the KINGDOM OF SAUDI ARABIA notifies POWELL TATE of its decision to terminate this agreement in writing by registered mail delivered AT LEAST ninety (90) days before the scheduled renewal.
- All other terms and conditions of the contract remain unchanged.

For your convenience, we have enclosed a copy of the most recent contract between Powell Tate and The Kingdom of Saudi Arabia. Please do not hesitate to call me at 202-434-8500 with any questions.

Sincerely,



Joseph L. Powell  
Chairman and  
Chief Executive Officer

cc: Mr. Amir

Enclosures

POWELL TATE  
*a Cassidy Company*

July 25, 1995

The Royal Embassy of Saudi Arabia  
601 New Hampshire Avenue  
Washington, D.C. 20037

This letter of agreement is a confirmation of your decision to retain Powell Tate to perform communications and public relations services on behalf of the Royal Embassy of Saudi Arabia.

This agreement, which shall begin at the above date, shall continue under these terms until amended by the agreement of both parties. Either party may cancel this agreement with thirty (30) days' notice.

The Royal Embassy of Saudi Arabia will prepay quarterly a twenty-five thousand dollar (\$25,000.00) monthly retainer. Professional time will be billed against the retainer on a hourly rate basis. Before exceeding the retainer Powell Tate will notify the Embassy. Out-of-pocket expenses, such as FARA filing costs, postage, telephone, faxing, and travel are additional and will be billed separately.

Powell Tate will be reimbursed in accord with the following stipulations:

- Payment is due within thirty (30) days of receipt of invoices. Invoices not paid within (30) days are subject to prevailing monthly interest charges.
- Production items provided are billed at net costs plus a standard agency fee of 17.65 percent. Such fees will be supported by supplier invoices. Powell Tate will not incur such costs without the specific prior approval of the Royal Embassy of Saudi Arabia.
- Powell Tate shall use its best efforts to obtain vendor invoices on a timely basis for work performed on behalf of the Royal Embassy of Saudi Arabia. However, the Royal Embassy of Saudi Arabia shall be responsible for reimbursement to Powell Tate for work performed regardless of date of vendor invoices on final billing to the Royal Embassy of Saudi Arabia.

The Royal Embassy of Saudi Arabia

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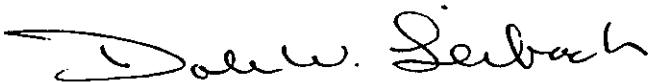
July 25, 1995

- A media services, publications, and monitoring fee will be billed at the rate of One Hundred Fifty Dollars per month.
- Powell Tate will maintain accurate records for all staff time work and all out-of-pocket expenses incurred on behalf of the Royal Embassy of Saudi Arabia and will be prepared to supply any supporting details required by the Royal Embassy of Saudi Arabia's auditors. Records will be maintained during the period of the project and an additional sixty (60) days. For contracts longer than one year, records will be kept for the calendar year when the work was performed and an additional sixty (60) days.

It is understood that Powell Tate cannot undertake to verify all facts supplied to it by the Royal Embassy of Saudi Arabia or related entities or all factual matters included in materials prepared by us and approved by the Royal Embassy of Saudi Arabia or related entities. The Royal Embassy of Saudi Arabia agrees to indemnify and hold harmless Powell Tate from and against any and all losses, claims, damages, legal fees, expenses, or liabilities that Powell Tate may incur based upon information, representations, reports, data, or releases furnished or approved by the Royal Embassy of Saudi Arabia or its specifically authorized representatives for use or release by Powell Tate whether or not Powell Tate prepares or participates in the preparation of such materials.

If this agreement sets forth our understanding, please sign, retain one copy for your files, and return one copy.

Sincerely,

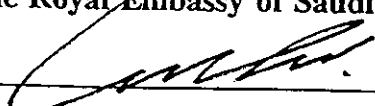


Dale W. Leibach  
Senior Vice President and  
Chief Operating Officer

APPROVED:

The Royal Embassy of Saudi Arabia

By



Date July 24, 1995

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POWELL TATE