

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, DC. 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.

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 Iler Interests, LLP d/b/a The Strategic Alliance	2. Registration No. 5669
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3. Name of Foreign Principal
The Royal Embassy of Saudi Arabia, through Qorvis Communications, LLC

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.

Agreement is a consulting agreement between Registrant and Qorvis Communications, LLC, pursuant to which Registrant agrees to provide consulting services to Qorvis in connection with its contract with The Royal Embassy of Saudi Arabia.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
The agreement between The Strategic Alliance and Qorvis engages The Strategic Alliance to provide consulting services, namely, event planning and the creation and the execution of opportunities such as media events, trade trips, speaking engagements and other outreach events, designed to enhance the image of Saudi Arabia in the eyes of American business leaders, the American public and political leaders. See attached Consulting Agreement, paragraph 2.

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REGISTRATION UNIT


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

The Strategic Alliance will act as a consultant to The Royal Embassy of Saudi Arabia through Qorvis, a public relations firm that provides services to The Royal Embassy of Saudi Arabia. Specifically, Qorvis and The Strategic Alliance will plan and implement events and help to create opportunities for representatives of the Government of Saudi Arabia to interact with the American public, and business and political leaders in order to improve Saudi Arabia's image in the United States and enhance Saudi Arabia's relationship with the United States. See attached Consulting Agreement, paragraph 2.

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.

Through Qorvis, the registrant will attempt to enhance the image of Saudi Arabia in the United States by planning and executing meetings between Saudi representatives and U.S. public officials, community and business leaders and creating opportunities for the dissemination of information about Saudi Arabia.

Date of Exhibit B 5/2/05	Name and Title Meredith S. Iler, Partner The Strategic Alliance	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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.

CONSULTING AGREEMENT

1. This Consulting Agreement (the "Agreement") is effective January 1, 2005 by and between Qorvis Communications, LLC ("Qorvis"), located at 8484 Westpark Drive, Suite 800, McLean, Virginia 22102, and Iler Interests, LLP, dba The Strategic Alliance ("Strategic Alliance"), located at 12719 Trail Hollow Drive, Houston, Texas 77024. This Agreement states the terms and conditions by which Strategic Alliance agrees to provide consulting services to Qorvis in connection with its contract with The Royal Embassy of Saudi Arabia.

2. In consultation with Qorvis and subject to Qorvis's direction, Strategic Alliance will seek to enhance the relationship between Saudi Arabia and American business leaders, political leaders and community leaders in the Houston, Dallas-Fort Worth region and throughout the country. Strategic Alliance will work with Qorvis to create opportunities for the Embassy of Saudi Arabia to communicate with public and business leaders in order to permit Saudi Arabia to educate such leaders about business opportunities in Saudi Arabia and to increase their understanding of the Saudi Arabian culture. Also, Strategic Alliance will identify community leaders interested in joining a trade trip to Saudi Arabia and will supply said names to Qorvis when requested. Meredith Iler, President of Strategic Alliance, will be principally responsible for the performance of these tasks and will accompany at least one trade trip to Saudi Arabia. Project Fees will be billed for trade trips, list preparation, media briefings, and other non-event related requests made by Qorvis at rates determined per project at the time of request.

3. Qorvis shall pay to Strategic Alliance per event on the following Tiered Basis:

Tier 1A:

Luncheon/Dinner/Large Group Event		
Event:	(1000+)	\$17,500
Event:	(750+)	\$15,000
Event:	(500+)	\$12,500
Event:	(250+)	\$10,000

VIP Dinner (same day/same city)

17+ Attendees	\$12,500
12+ Attendees	\$10,000

VIP Dinner (only event)

20+ Attendees	\$15,000
15+ Attendees	\$12,500
10+ Attendees	\$10,000

3rd Event and other same day in same city: \$5,000 per event

Tier 1B:

Luncheon/Dinner/Large Group Event

Event: (300+)	\$12,500
Event: (200+)	\$10,000
Event: (100+)	\$7,500

VIP Dinner (same day/same city)

12+ Attendees	\$10,000
6+ Attendees	\$ 7,500

VIP Dinner (only event)

20+ Attendees	\$15,000
15+ Attendees	\$12,500
10+ Attendees	\$10,000

3rd Event and other same day/same city: \$5,000 per event

Tier 1C:

Media Paid Additional (\$500 per hit with limit of \$4,000)

Luncheon/Dinner/Large Group Event

Event: (200+)	\$8,000
Event: (150+)	\$7,000
Event: (100+)	\$5,500

VIP Dinner/Business Roundtable (same day/same city)

10+ Attendees	\$7,000
5+ Attendees	\$5,000

VIP Dinner (only event)	
10+ Attendees	\$9,000
5+ Attendees	\$7,000

3rd+ Additional Same day/Same City Events: \$3,000

Tier 1D:

100 plus attendees:
\$5,500 per event plus media @ \$500 up to \$4000 additional

VIP Dinner/Business Roundtable	
Media at \$500 up to \$4000 additional:	
5+ Attendees	\$4,000
10+ Attendees	\$6,000
15+ Attendees	\$8,000

Tier 2:

40 – 99 attendees
\$4000 per event plus media @ \$500 up to \$4000 additional

Strategic Alliance will be paid per event based on the above tiered prices.

4. Strategic Alliance shall be reimbursed by Qorvis for out-of-pocket expenses incurred in connection with this Agreement including, but not limited to, meals, travel, and costs associated with trade mission and outreach events. Strategic Alliance will bill Qorvis monthly for its consulting fee and related out-of-pocket expenditures and amounts owed under this Agreement. Strategic Alliance's invoices are due and payable upon Qorvis's receipt of the invoice, and all supporting documentation, and will be paid within 30 days.

5. Strategic Alliance shall use information furnished to it by Qorvis only for purposes of performing the services outlined in this Agreement, and in Addendum A, herein, and shall maintain as confidential any information or material so identified by Qorvis. Any information provided to Qorvis by the Strategic Alliance shall be treated as confidential

and proprietary including, but not limited to, databases. Such information shall remain the exclusive property of Strategic Alliance and shall only be used for matters relating to The Royal Embassy of Saudi Arabia and the Saudi Friendship Network.

6. Qorvis shall indemnify and hold harmless Strategic Alliance, its directors, officers, agents and employees, against any liabilities, claims, damages, costs and expenses (including attorney's fees) arising from Qorvis's breach of obligations stated herein. Strategic Alliance shall indemnify and hold harmless Qorvis, its directors, officers, agents and employees, against any liabilities, claims, damages, costs and expenses (including attorney's fees) arising from Strategic Alliance's breach of obligations stated herein. In no event shall Qorvis be liable for any special, incidental, indirect or consequential damages of any kind in connection with this agreement, even if Qorvis has been informed in advance of the possibility of such damages

7. This Agreement shall be in effect through December 31, 2005, but may be terminated at anytime upon 30 days written notice by either party.

8. The Strategic Alliance is an independent contractor and agrees that nothing in this Agreement shall be construed to create the relationship of Employer and Employee or Agent and Principal or joint venture between Qorvis and Strategic Alliance. The Strategic Alliance is solely responsible for paying income taxes on compensation received from Qorvis.

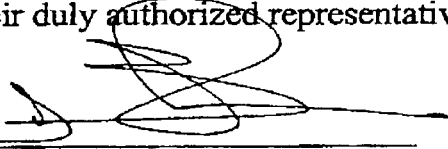
9. Ownership of Work Product. Strategic Alliance hereby assigns to Qorvis all right, title and interest in and to any work product created specifically and exclusively for Qorvis or The Royal Embassy of Saudi Arabia, pursuant to this Agreement (the "Work Product"), including, without limitation, all copyrights, trademarks and other intellectual property and/or proprietary rights contained therein or related thereto. Strategic Alliance agrees to execute, at Qorvis's request and expense, all documents and other instruments necessary or desirable to confirm such assignment.

10. This Agreement contains the entire agreement between Qorvis and The Strategic Alliance. No modification to this Agreement is valid unless in writing and signed by each party's authorized representative

11. Should any part, term, or provision of this Agreement or any document required herein be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect, and shall in no way be invalidated, impaired or affected thereby.


12. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:

By: 

David Whitmore, Partner
Qorvis Communications, LLC

Date: 4/8/05

By: 

Meredith Iler, President
The Strategic Alliance

Date: 4/13/05

Addendum A

Qorvis Communications, LLC (referred to as "Qorvis" or "owning party") will be providing valuable proprietary information relating to its operations and business, trades secrets and information pertaining to The Royal Embassy of Saudi Arabia and The Kingdom of Saudi Arabia to The Strategic Alliance (referred to as the "Company"). Qorvis desires to protect the confidentiality of, maintain its rights in and prevent the unauthorized use and disclosure of such information. Accordingly, the parties agree as follows:

As used in this letter agreement, "Confidential Information" means any and all information disclosed by or relating to Qorvis, as the case may be, whether of a technical, business or other nature (including, without limitation, trade secrets, know-how and information relating to technology, computer programs, customers, business plans, promotional and marketing activities, finances and other business affairs), that generally is not known to the public. Confidential Information may be contained in tangible materials, such as drawings, models, data, specifications, reports, compilations, correspondence, writings and computer programs, or may be in the nature of unwritten knowledge. In addition, Confidential Information includes all information that one party may obtain by walk-through examination of Qorvis' premise.

The Company agrees that at all times it will keep the Confidential Information of Qorvis and its clients in strict confidence and, except as expressly provided in this letter agreement, will not disclose it to anyone without Qorvis's prior written consent. The Company will not use, or permit others to use, the Confidential Information for any purpose other than that for which it was disclosed. The Company will use its best efforts to avoid disclosure, dissemination or unauthorized use of the owning party's Confidential Information. The provisions of this paragraph will not apply to any Confidential Information that (i) is or becomes publicly available without breach of this letter agreement; (ii) was known to the Company at the time of its receipt from the owning party; (iii) is received from a third person who did not acquire or disclose such information by a breach of its duties to the owning party; or (iv) can be shown by documentation to have been independently developed by the Company.

All Confidential Information will remain the exclusive property of its owner, and the Company will have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein or in future written instruction of Qorvis.

The Company immediately will return all tangible material embodying Confidential Information of the owning party (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) upon the earlier of the termination of this Agreement or the written request of Qorvis.

The Company acknowledges that disclosure or use of Confidential Information in violation of the terms of this letter agreement could cause irreparable harm to Qorvis for which monetary damages may be difficult to ascertain or would constitute an inadequate remedy. The Company therefore agrees that Qorvis will have the right, in addition to its other rights and remedies under this letter agreement and applicable law, to seek and obtain injunctive relief for any violation of this letter agreement in any court of competent jurisdiction.