

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 The Hannaford Company, Inc. 655 Fifteenth Street, N.W., Suite #200 Washington, D.C. 20005		2. Registration No. 2850
3. Name of foreign principal The Royal Embassy of Saudi Arabia	4. Principal address of foreign principal 601 New Hampshire Avenue, N.W. Washington, D.C. 20037	

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 Committee
 - Corporation Voluntary group
 - Association Other (specify) _____
- Individual - State his nationality _____

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

- a) Branch or agency represented by the registrant.
Embassy, Washington, D.C.
- b) Name and title of official with whom registrant deals.
His Royal Highness
Prince Bandar bin Sultan
Ambassador

7. If the foreign principal is a foreign political party, state:

- 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,

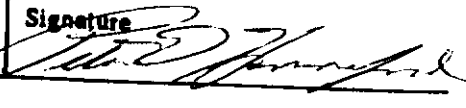
- a) State the nature of the business or activity of this foreign principal

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.)

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 January 24, 1985	Name and Title Peter D. Hannaford Chairman of the Board	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

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
The Hannaford Company, Inc.	The Royal Embassy of Saudi Arabia

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.
- 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.

Providing counsel to client on issues to be identified by the client. Implementation of media relations and public affairs services as required by client.

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INTERNATIONAL SECURITY
SECTION
REGISTRATION UNIT


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

Contact with U.S. news media; federal, state, local government officials; business groups; scholars -- to explain client's positions on issues.

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.

Advocacy of client's position on various issues; promotion of positive U.S.-Saudi Arabia relations.

Date of Exhibit B	Name and Title	Signature
January 24, 1985	Peter D. Hannaford Chairman of the Board	

^{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.

600 ... Street, N.W.
Suite 200
Washington, D.C. 20005
202/638-4600

Public Relations & Public Affairs

January 15, 1985

The
Hannaford
Company,
Inc.

The Royal Embassy of Saudi Arabia
601 New Hampshire Avenue, N.W.
Washington,
District of Columbia 20037

Attention: His Royal Highness
Prince Bandar bin Sultan
Ambassador

Gentlemen:

We appreciate the opportunity to serve as public relations and public affairs counsel to the Embassy. This letter is intended to set forth the terms and conditions of our working relationship.

Effective January 15, 1985 the Royal Embassy of Saudi Arabia ("SA") agrees to pay The Hannaford Company, Inc. ("HCo") US\$20,000.00 a month for its professional public relations/public affairs services. In the event SA's requirements result in HCo investing time worth more than U.S\$20,000.00 in any given month, any billing above the basic monthly fee must be approved in advance by the Ambassador.

HCo will provide SA with two invoices each month. The first, dated the 25th of the month will be for the minimum professional services fee for the coming month. It will be due and payable on the first day of the month for which services are to be rendered. The second invoice will be dated the last day of the month and will include out-of-pocket expenses incurred on behalf of SA that month, as well as any professional service time over and above the basic fee for that month that has been approved for billing by the Ambassador. that month. This invoice will be due and payable within 30 days of invoice date at:

The Hannaford Company, Inc.
Suite 733
342 Madison Avenue
New York, New York 10173

The Royal Embassy of Saudi Arabia
Page Two
January 15, 1985.

In the event that SA orders production jobs (such as brochures, films) through HCo and the production is billed through HCo, vendor invoices will be subject to a service charge of 17.65%. Past due balances are subject to a service charge of one-and-one-half per cent a month.

This agreement may be modified at any time by mutual consent of both parties in writing. It may be terminated on 90 days written notice by either party.

We look forward to working with you and to a long-lasting and productive relationship which will enhance relations between the Kingdom of Saudi Arabia and the United States.

If the foregoing meets with your approval, we would appreciate it if you would sign and return one copy of this letter for our files. Thank you.

Sincerely,

THE HANNAFORD COMPANY, INC.




Peter D. Hannaford
Chairman of the Board

PDH:bjm

Enclosure

ACCEPTED & APPROVED BY
THE ROYAL EMBASSY OF
SAUDI ARABIA

By 
Ambassador

Date 16 Jan 1985