

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 J. Crawford Cook Post Office Box 50485 Columbia, South Carolina 29250	2. Registration No. 3191
--	------------------------------------

3. Name of foreign principal Ministry of Foreign Affairs Kingdom of Saudi Arabia	4. Principal address of foreign principal Riyadh, Saudi Arabia
--	---

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 _____

RECEIVED
 DEPARTMENT OF JUSTICE
 REGISTRATION UNIT
 CRIMINAL DIVISION
 JAN 22 11 45 AM '81

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

- a) Branch or agency represented by the registrant.
Ministry of Foreign Affairs
- b) Name and title of official with whom registrant deals.
H.E. Faisal al-Hegelan
Royal Ambassador to the United States

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

- a) Principal address N/A
- 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
N/A

b) Is this foreign principal N/A

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

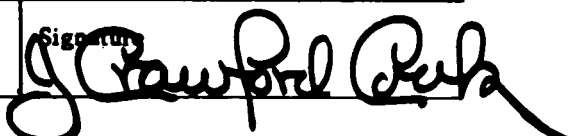
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

N/A

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.

N/A

Date of Exhibit A January 13, 1981	Name and Title J. Crawford Cook	Signature 
---------------------------------------	------------------------------------	--

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
J. Crawford Cook	Ministry of Foreign Affairs Kingdom 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.

RECEIVED
DEPARTMENT OF JUSTICE
JAN 22 11 45 AM '81
REGISTRATION UNIT
CRIMINAL DIVISION

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

J. Crawford Cook is the assignee of J. Crawford Cook, Inc. and of its rights in a contract executed on October 23, 1980. The contract is attached hereto. It has not yet been funded. (The copy attached is a faithful reproduction of Registrant's original, which is also blurred. A second copy which is a true account of the original and readable in all parts is also attached as is a copy of the assignment.)


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

Registrant's services are detailed in Sections II and III of the Contract, attached hereto.

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.

See attachment.

Date of Exhibit B	Name and Title	Signature
January 13, 1981	J. Crawford Cook	

^{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.

IN THE NAME OF GOD
THE
OMNIPOTENT AND MERCIFUL

CONTRACT

This Contract, made this 23rd day of October, 1980,
by and between the Ministry of Foreign Affairs of the Kingdom
of Saudi Arabia ("the Ministry") and J. Crawford Cook, Inc.
("the Corporation"), a private Corporation organized and
existing under the laws of the State of South Carolina in the
United States of America:

WITNESSETH:

WHEREAS, J. Crawford Cook has submitted to the Ministry
a number of proposals aimed at fostering closer ties between
the people and governments of the United States and of Saudi
Arabia; and

WHEREAS, the Ministry has accepted in principle certain
concepts embraced in the proposals; and

WHEREAS, the Ministry wishes to retain the services of
the Corporation, of which J. Crawford Cook serves as president,
to plan, develop, and execute certain programs set forth in the
proposals; and

WHEREAS, the Ministry and the Corporation, 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 Ministry

and the Corporation hereby agree:

I RETAINER

The Ministry hereby retains the Corporation for the term and upon the terms and conditions hereinafter set forth; the Corporation accepts such retainer.

II SERVICES

J. Crawford Cook, Inc. undertakes to provide the following services for and on behalf of the Ministry:

(1) Media Contacts. The Corporation shall serve as an official contact of the Government of Saudi Arabia with members of the news media for the purpose of providing information deemed important by appropriate officials of the Government of Saudi Arabia and of processing inquiries from the media relevant to matters of concern to and about the Kingdom.

(2) U.S. Business Community. The Corporation shall work with Stephan N. Conner to design programs and materials to inform the American business community about the Kingdom of Saudi Arabia and to encourage increased bilateral trade.

(3) U.S. Government. The Corporation shall be responsible for making available to appropriate officials of the U.S. Government, to members of the U.S. Congress and to their staffs information of mutual interest and concern to the Government of the United States and to the Government of Saudi Arabia.

(4) Bilateral Organizations. The Corporation shall be responsible for broadening the participation of the Kingdom within Arab-American organizations whose goals and ideals are generally consistent with those of the Government of Saudi Arabia, such as the National Association of Arab-Americans.

(5) American Public. The Corporation shall also provide the following services:

(a) The conduct of a continuing educational program to familiarize the American public with:

- (i) the seriousness of the world's energy problems and the necessity of implementing a meaningful program of conservation;
- (ii) the necessity of developing alternative sources of energy with a special emphasis on Saudi Arabia's efforts to assist with the implementation of such a program;
- (iii) the history of Islam and of the Kingdom of Saudi Arabia;
- (iv) the advantages derived by both nations from a reasonable Saudi Arabian investment program in the United States; and
- (v) the need to effect a meaningful and lasting peace in the Middle East;

(b) The conduct of the research necessary to assure effective implementation of the above program.

(6) Advertising. The Corporation, upon request, shall be responsible for the design, production and placement of any advertising materials deemed necessary by appropriate officials of the Government of Saudi Arabia.

Details regarding specific aspects of any of the services set forth above shall be negotiated by duly authorized representatives designated by the Corporation and the Ministry.

III REPORTS

On or before the tenth day of each month, J. Crawford Cook, Inc. shall submit a written report of its activities for the previous month to the Ambassador of the Kingdom of Saudi Arabia to the United States. The Corporation, upon request, shall

at any other time submit reports concerning issues relevant to its services. The Corporation at the same time shall provide to the Ministry a copy of each report.

IV PAYMENT

The Ministry undertakes and hereby agrees to pay or cause to be paid to the Corporation the sum of Four Hundred Seventy Thousand (\$470,000.00) Dollars in two equal installments of two Hundred Thirty-Five Thousand (\$235,000.00) Dollars on November 1, 1980 and on May 1, 1981, by transferring the aforesaid funds to the Corporation's account No. 00 0705 7520 with:

Bankers Trust of South Carolina
Post Office Box 448
Columbia, South Carolina 29202 USA

Cable: BANKTRUST

Telex: 573476

Attention: Kit P. Tomlin,
Senior Vice President

V COMMUNICATIONS AND NOTICE

All communications to the Ministry shall be addressed as follows:

The Ministry of Foreign Affairs
Post Office Box _____
Riyadh, Saudi Arabia

Cable: _____

Telex: _____

Attention: _____

All communications to the Corporation shall be addressed as follows:

J. Crawford Cook, Inc.
503 Seward Square, S.E.
Washington, D.C. 20003 USA

Cable: _____

Telex: _____

Attention: J. Crawford Cook,
President

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.

VI DURATION

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.

VII SUCCESSORS IN INTEREST

Any successor to the Corporation and/or of the Ministry shall succeed to the capacity of its predecessor without the necessity of conveyance or transfer insofar as this Contract is concerned. This Contract shall inure to the benefit of and be binding upon the successors of the respective parties.

VIII APPLICABLE LAW

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

IX TEXTUAL LANGUAGE

In the event that both English and Arabic texts of this Contract are prepared, the English-language text shall govern.

X SEVERABILITY

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

XI ENTIRE CONTRACT

This instrument, consisting of either (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.

XII MISCELLANEOUS

It is understood and agreed by the parties hereto that, at no time, in the performance of this Contract, will J. Crawford Cook, presently the sole shareholder of J. Crawford Cook, Inc., 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 Ministry of Foreign Affairs
of the Kingdom of Saudi Arabia, by its duly authorized _____
_____, and J. Crawford Cook, Inc., by its
duly authorized President and Treasurer, have caused these
presents to be executed and their respective seals to be
affixed hereto.

In the presence of:

(SEAL)

THE MINISTRY OF FOREIGN AFFAIRS
OF THE KINGDOM OF SAUDI ARABIA

BY: _____ (SEAL)

In the presence of:

(CORPORATE SEAL)

J. CRAWFORD COOK, INC.

BY: S/ J. CRAWFORD COOK (SEAL)
PRESIDENT AND TREASURER

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

ASSIGNMENT OF CONTRACT

FOR VALUE RECEIVED, the undersigned J. Crawford Cook, Inc., by its duly authorized officers, does hereby assign, transfer, and set over to J. Crawford Cook of Post Office Box 50485, Columbia, South Carolina 29250, all its right, title and interest in and to that certain Contract by and between the Ministry of Foreign Affairs of the Kingdom of Saudi Arabia and J. Crawford Cook, Inc., dated October 23, 1980, subject to all of the terms and conditions contained therein.

IN WITNESS WHEREOF, J. Crawford Cook, Inc. by its duly authorized officers, J. Crawford Cook as President and ~~A. Crawford Clarkson~~ as Secretary, has this 20th day of ~~November~~ December, 1980, at Columbia, South Carolina, executed this Assignment.

In the Presence of:

J. CRAWFORD COOK, INC.

By: 

Its: President

By: _____

Its: Secretary

ACCEPTANCE OF ASSIGNMENT

FOR VALUE RECEIVED, I, J. Crawford Cook, hereby accept the foregoing instrument and all rights and obligations contained therein, subject to all of the terms and conditions thereof.

DATED November ^{December} 20th, 1980.


J. Crawford Cook

IN THE NAME OF GOD
THE
OMNIPOTENT AND MERCIFUL

CONTRACT

JAN 22 11 45 AM '81
REGISTRATION UNIT
CRIMINAL DIVISION

This Contract, made this 23RD day of
OCTOBER, 1980, by and between the Ministry of
Foreign Affairs of the Kingdom of Saudi Arabia ("the Ministry")
and J. Crawford Cook, Inc. ("the Corporation"), a private
Corporation organized and existing under the laws of the State of
South Carolina in the United States of America:

WITNESSETH:

WHEREAS, J. Crawford Cook has submitted to the Ministry
a number of proposals aimed at fostering closer ties between the
people and governments of the United States and of Saudi Arabia; and

WHEREAS, the Ministry has accepted in principle certain
concepts embraced in the proposals; and

WHEREAS, the Ministry wishes to retain the services
of the Corporation, of which J. Crawford Cook serves as president,
to plan, develop, and execute certain programs set forth in the
proposals; and

WHEREAS, the Ministry and the Corporation, 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 Ministry and the Corporation hereby agree:

I RETAINER

The Ministry hereby retains the Corporation for the term and upon the terms and conditions hereinafter set forth; the Corporation accepts such retainer.

II SERVICES

J. Crawford Cook, Inc. undertakes to provide the following services for and on behalf of the Ministry:

(1) Media Contacts. The Corporation shall serve as an official contact of the Government of Saudi Arabia with members of the news media for the purpose of providing information deemed important by appropriate officials of the Government of Saudi Arabia and of processing inquiries from the media relevant to matters of concern to and about the Kingdom.

(2) U.S. Business Community. The Corporation shall work with Stephen N. Conner to design programs and materials to inform the American business community about the Kingdom of Saudi Arabia and to encourage increased bilateral trade.

(3) U.S. Government. The Corporation shall be responsible for making available to appropriate officials of the U.S. Government to members of the U.S. Congress and to their staffs information of mutual interest between the Government of the United States and the Government of Saudi Arabia.

(4) Bilateral Organizations. The Corporation shall be responsible for broadening the participation of the Kingdom within Arab-American organizations whose goals and ideals are generally consistent with those of the Government of Saudi Arabia, such as the National Association of Arab-Americans.

(5) American Public. The Corporation shall also provide the following services:

(a) The conduct of a continuing deucational prgram to familiarize the American public with:

(i) The seriousness of the world's energy problems and the necessity of implementing a meaningful program of conservation; (ii) the necessity of developing alternative sources of energy with a special emphasis on Saudi Arabia's efforts to assit with the implementation of such a program; (iii) the history of Islam and of the Kingdom of Saudi Arabia; (iv) the advantages derived by both nations from a reasonable Saudi Arabian investment program on the United States; and (v) the need to effect a meaningful and lasting peace in the Middle East;

(b) The conduct of the research necessary to assure effective implementation of the above program.

(6) Advertising. The Corporation, upon request, shall be responsible for the design, production and placement of any advertising materials deemed necessary by appropriate officials of the Government of Saudi Arabia.

... regarding specific aspects of any of the ser...
... shall be provided by authorized...
... by the Ministry.

III REPORTS

On or before the tenth day of each month, J. Crawford Cook, Inc. shall submit a written report of its activities for the previous month to the Ambassador of the Kingdom of Saudi Arabia to the United States. The Corporation, upon request, shall at any other time submit reports concerning issues relevant to its services. The Corporation at the same time shall provide to the Ministry a copy of each report.

IV PAYMENT

The Ministry undertakes and hereby agrees to pay or cause to be paid to the Corporation the sum of Four Hundred Seventy Thousand (\$470,000.00) Dollars in two equal installments of two Hundred Thirty-five Thousand (\$235,000.00) Dollars on November 1, 1980 and on May 1, 1981, by transferring the afforesaid funds to the Corporation's account No. 00 0705 7520 with:

Bankers Trust of South Carolina
Post Office Box 448
Columbia, South Carolina 29202 USA
Cable: BANKTRUST
Telex: 573476
Attention: Kit P. Tomlin,
Senior Vice President

V COMMUNICATIONS AND NOTICE

All communications to the Ministry shall be addressed as follows:

The Ministry of Foreign Affairs
Post Office Box _____
Riyadh, Saudi Arabia
Cable: _____
Telex: _____
Attention: _____

All communications to the Corporation shall be addressed as follows:

292.0

telix.

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.

VI DURATION

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.

VII SUCCESSORS IN INTEREST

Any successor to the Corporation and/or of the Ministry shall succeed to the capacity of its predecessor without the necessity of conveyance or transfer insofar as this Contract is concerned. This Contract shall inure to the benefit of and be binding upon the successors of the respective parties.

VIII APPLICABLE LAW

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

IX TEXTUAL LANGUAGE

In the event that both English and Arabic texts of this contract are prepared, the English text shall govern.

XI ENTIRE CONTACT

This instrument, consisting of either (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.

XII MISCELLANEOUS

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

IN WITNESS WHEREOF, the Ministry of Foreign Affairs of the Kingdom of Saudi Arabia, by its duly authorized _____, and J. Crawford Cook, Inc., by its duly authorized President and Treasurer, have caused these presents to be executed and their respective seals to be affixed hereto.

In the presence of:

THE MINISTRY OF FOREIGN AFFAIRS
OF THE KINGDOM OF SAUDI ARABIA



BY: _____ (SEAL)

(SEAL)

In the Presence of:

J. CRAWFORD COOK, INC.

_____ (SEAL)
J. Crawford Cook
President and Treasurer

RECEIVED
DEPARTMENT OF JUSTICE
JAN 22 11 45 AM '81
REGISTRATION UNIT
CRIMINAL DIVISION