

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 .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 Barbour Griffith & Rogers, LLC 1275 Pennsylvania Avenue, NW 10th Floor Washington, DC 20004		2. Registration No. 5430
3. Name of foreign principal Iraqi National Accord	4. Principal address of foreign principal al-Zaytoun Street al-Harithia District Baghdad, Iraq	

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

2007 SEP -4 PM 5:18
CRIM/REGS/REGISTRATION UNIT

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

- a) Branch or agency represented by the registrant.
N/A
- b) Name and title of official with whom registrant deals.
N/A

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

- a) Principal address.
Al-Zaytoun Street, Al-Harithia District, Baghdad, Iraq
- b) Name and title of official with whom registrant deals.
Dr. Ayad Allawi, former Prime Minister of Iraq and Secretary General of the Iraqi National Accord
- c) Principal aim.
To promote security and stability in a democratic Iraq.

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

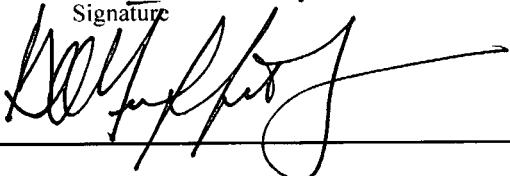
- | | | |
|---|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must 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	Name and Title G. O. Griffith, Jr. Chief Executive Officer	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, 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. 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.

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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 Barbour Griffith & Rogers, LLC	2. Registration No. 5430
3. Name of Foreign Principal Iraqi National Accord	

2007 SEP -1 11 5:18
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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.

The nature and method of performance of the contract between the Registrant and Principal will include the provision of strategic counsel and representation before the US Government, Congress, and media, as well as others.

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

- 1. Providing strategic counsel and representation before the US Government, Congress, and media, as well as others.

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.

Arrange for meetings with relevant US government officials, members of the US Congress and staff, and media, as well as others.

Date of Exhibit B	Name and Title G. O. Griffith Chief Executive Officer	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.

BARBOUR GRIFFITH & ROGERS, LLC

August 20, 2007

Dr. Ayad Allawi
Baghdad, Iraq

Dear Dr. Allawi:

We are delighted that you have agreed to retain Barbour Griffith & Rogers, LLC. We have prepared the following contract for your review and approval which memorializes our earlier conversations and correspondence.

Scope of Work: BGR will provide strategic counsel and representation for and on behalf of Dr. Ayad Allawi before the U.S. Government, Congress, media and others.

BGR Team: All resources of BGR would be available to Dr. Allawi and his moderate Iraqi colleagues as we undertake this work. However, BGR will designate a core team of professionals who will be dedicated to this project. I will lead the team and will draw upon the considerable experience of my colleague, BGR Chairman Ed Rogers. In addition, our core team will be supplemented by Dr. Andrew Parasiliti and Mr. Walker Roberts.

Fees and Expenses: In consideration of our services, BGR would be paid a monthly fee of US\$50,000.00 in quarterly installments of \$150,000.00, beginning on August 1, 2007 for the first quarterly period from August-October, and in advance of each subsequent quarter, continuing through January 31, 2008.

Additionally, BGR would be reimbursed for ordinary and out-of-pocket expenses, including items such as telecommunications services, printing, copying, local transportation and other incidental expenses. BGR would also be reimbursed for non-local transportation, meals, and entertainment; however, these would be authorized by Dr. Allawi in advance.

Invoicing: Professional fees and expenses are invoiced separately:

1. Professional Fees: BGR will invoice Dr. Allawi US\$150,000.00 on the first day of each three-month quarterly period in advance of the following coming quarter, beginning on August 1, 2007.

2. Expenses: BGR will invoice Dr. Allawi on the last day of each month for expenses incurred during the month prior, starting on August 31, 2007.

All payments for fees and expenses will be paid via wire from Dr. Allawi to BGR. Regardless of the ultimate duration of the Agreement, all invoices generated from the terms and between the two parties to this agreement are payable in-full and promptly upon receipt and shall be paid directly to BGR.

Renewal & Extension: This contract may be reviewed on or before January 31, 2008, and may be extended upon agreement by both parties.

Termination: Either BGR or Dr. Allawi will be able to terminate this Agreement for any reason upon sixty (60) days written notice, without further obligation, other than to pay such fees and expenses that have accrued up to and through the notice period.

TENTH FLOOR
1275 PENNSYLVANIA AVE NW
WASHINGTON, DC 20004
TEL (202)333.4936 FAX (202)833.9392

2007 SEP -11 PM 18
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Confidentiality: BGR recognizes that in the course of our representation, we could become aware of highly sensitive information, practices or policies which Dr. Allawi would like to keep confidential. BGR will maintain that confidentiality and would not disclose any information to any outside party during the period of the contract, and thereafter, to the extent permitted by law.

Entire Understanding: This Agreement contains the entire understanding between the parties. Amendment, modification or waiver of this agreement may be accomplished with a written instrument signed by both parties.

Robert D. Blackwill

Ambassador Robert D. Blackwill
President
Barbour Griffith & Rogers International

Date: August 20, 2007

Ayad Allawi

Dr. Ayad Allawi

Date: August 20, 2007