

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 The Barnett Group, L.L.C 4373 Embassy Park Drive, N.W. Washington, D.C 20016	2. Registration No. 5622
---	-----------------------------

3. Name of foreign principal The Kingdom of Saudi Arabia c/o Qorvis Communications	4. Principal address of foreign principal 1201 Connecticut Avenue, NW Suite 300 Washington, DC 20036
--	---

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

CRM/IS
REGISTRATION UNIT
2004 MAY 13 AM 8:57

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

- a) Branch or agency represented by the registrant.
The Royal Embassy of the Kingdom of Saudi Arabia
- b) Name and title of official with whom registrant deals.
Michael Petruzzello (Qorvis Communications, 202-496-1000)

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

- 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,

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 <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.)*

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	Name and Title	Signature
05/11/2004	Judith Barnett President-The Barnett Group	

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.

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 The Barnett Group, L.L.C	2. Registration No. <i>5622</i>
---	--

3. Name of Foreign Principal The Kingdom of Saudi Arabia c/o Qorvis Communications
--

5622
RECEIVED
CRIMINAL DIVISION
MAY 13 AM 8:57
REGISTRATION UNIT

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.

See attached copy of the 03/12/2004 contract between The Barnett Group and Qorvis Communications.

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

See attached copy of the 03/12/2004 contract between The Barnett Group and Qorvis Communications.

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.

Date of Exhibit B 05/11/04	Name and Title Judith Barnett President- The Barnett Group	Signature 
-------------------------------	--	---

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.

**CONTRACT BETWEEN THE BARNETT GROUP AND
QORVIS COMMUNICATIONS:
The Women's Project**

The Barnett Group ("Barnett") is pleased to work with Qorvis Communications ("Qorvis") to implement The Women's Project for Saudi Arabia ("the Women's Project" or the "Initiative"). This Agreement sets forth the terms of reference, proposed priority activities, timeframes, compensation/ staffing, and the term of Agreement for this Initiative. This will serve as a master agreement, with two or three priority projects for 2004, and additional projects will be added for 2004-2005 as addenda to this Agreement by mutual consent of the parties.

I. Terms of Reference

- ❖ In that Saudi Arabian and American women are an integral and critical part of the economic, political, and cultural life of their countries;
- ❖ In that there is an interest by both Saudi and American women to meet with and to develop stronger relationships, in business, academics, education, and culture with one another;
- ❖ In that Qorvis and Barnett strongly agree that developing these relationships is critical to our two nations;
- ❖ Therefore, Qorvis and Barnett will create, design, and implement a series of women's programs between the U.S. and the Kingdom of Saudi Arabia ("KSA") that will attempt to develop relationships that can result in substantive, long-term benefits;
- ❖ The Initiative will consist of several programs including but not limited to: 1) delegations of high level, influential Americans visiting Saudi Arabia; 2) reverse missions of Saudi women to the United States, the scopes of work and budgets for which shall be added, by mutual consent, as amendments hereto;

II. Proposed Priority Activities

Upon the signing of this Agreement, Qorvis and Barnett will expeditiously begin on the following activities:

A. Survey of Existing Projects and Organizations for Partnerships

In order to build upon current and past activities that have been successful, Barnett and Qorvis will produce, within three weeks from signing this Agreement, a brief survey of projects and programs, in the U.S. and Saudi, that partner women of these countries in the areas of business, medicine, media, and other disciplines. The survey will also

PR

present existing organizations in the two nations that could serve as appropriate partners for the Initiative.

B. A Delegation of Top-Level American Businesswomen to Saudi Arabia

The Barnett group will work with Qorvis to design, develop, and implement a visit to the KSA with a delegation of senior and influential U.S. businesswomen for meetings, presentations, and informal activities in May 2004. The target date for this first visit will be the week of June 13, 2004. The Barnett Group will work with Qorvis to do the following:

1. Develop a list of the most qualified business and media women and present same to Qorvis. Due to timing, the list will include alternative participants to ensure that the delegation is very strong and that attendees are available. In order to develop the delegation, Barnett may travel to New York and one additional city to meet with, and interest potential participants;
2. Barnett and Qorvis will attempt to have attendees on the delegation that are willing to establish longer-term cooperation with Saudi women, and hopefully, to include at least one project that will be announced during the visit;
3. Once Qorvis approves the list, Barnett will, through the appropriate authorities, invite women to participate in the delegation. Qorvis will conduct all clearance, approval, programming, visas, and scheduling with the client;
4. Qorvis will be responsible for all logistics for the visit and will take the lead on the development of the schedule/ program while in the KSA.;
5. Barnett will work with Qorvis to develop the program in country that will ensure plenary meetings with top level government officials, U.S. and Saudi; business leaders; media; and others. The program will include both plenary meetings as well as individual business development sessions;
6. Barnett will work with Qorvis to develop a briefing book for participants, substantive background reading for preparation of all attendees. Closer to the visit, the briefing book will be supplemented to include background for all meetings and programs in country;
7. Barnett will work with Qorvis to prepare a substantive briefing, in person or by teleconference, for all participants, with Saudi partners, U.S. government officials, and others;

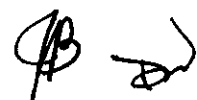
8. Barnett will travel to Saudi Arabia, possibly for an advance trip to meet with partners and to discuss all planned activities, and definitely to implement the delegation visit;
9. Qorvis and Barnett will work to align and coordinate all substantive work for a second mission by Saudi businesswomen to the United States in the fall of 2004;
10. Qorvis will prepare a media program, and, if they deem it appropriate, presentations by the U.S. women for students and others while in Saudi;
11. After completion of the visit, Barnett will do extensive follow up to assist in the development of more permanent projects by the delegates, as well as to build the reverse mission for the fall of 2004.

It is the intention of Barnett and Qorvis to conduct a mission of Saudi women, business and otherwise, to the U.S. in the fall of 2004. Barnett will submit a plan and budget for this program, as an amendment to this Agreement, by May 1, 2004.

III. Other activities as agreed upon by the parties

The parties have discussed other activities which may, by mutual consent, be implemented in 2004-2005 including but not limited to:

- A. A reverse mission of Saudi businesswomen to the United States as a follow on to the U.S. visit;
- B. Visits to the U.S. of Saudi women in specific industries such as retail, fashion, and crafts, and vice versa;
- C. Delegations of Saudi women to the U.S., and U.S. women to the KSA in medicine and health care to attend national medical annual meetings or in their specialty area and meetings at medical centers, medical schools, and informal gatherings with women (and men) physicians that are involved in similar work;
- D. Delegations for women in finance, in academia, in government, in cultural careers, and others;
- E. Management internships to bring a group of Saudi women to the U.S., and vice versa, to work for a month or two in companies, associations, and/ or non-profit organizations;
- F. Academic visiting professorships for a semester or for a module course (two week courses in between semesters at some schools); and



G. Subject to necessary arrangements (e.g. visas), there are numerous places that Saudi female students could gain excellent experience in medicine, politics, cultural and charitable organizations, and universities for short-term internships.

As each new project (as listed above or otherwise) is agreed to by Barnett and Qorvis, a separate amendment containing tasks, timetables, and budgets will be signed and amended to this master agreement by the parties.

IV. Timeframes

Assuming that this Agreement will be signed in March, the following is a tentative timeframe:

March: Research and present survey; receive sample program from Qorvis; work with Qorvis to develop background package that Barnett can present to potential US participants; begin to contact prospective US participants. Visits with prospective participants, possibly in New York and a second city. Note that during visits, Barnett will work with Qorvis to develop a project(s) or program(s) by a US company that can be announced in Saudi during the mission; issue invitations; begin planning schedule/ program with Qorvis.

April: Finalize participant list; work on in-country host with Qorvis and schedule/ program; work with participants and Qorvis to try to have deliverables for the trip; possible advance trip to Saudi; begin to develop briefing book; work with Qorvis to informally survey US and Saudi women for areas of interest in website content; work with Qorvis, and host organization to develop content and site.

May: Work on in-country program (as best as possible) for Saudi visit; send out briefing book in mid-month; for briefing session with participants, enlist speakers, coordinate with participants, and implement sessions(s); work with Qorvis to develop follow up, post trip, media interviews in the US for participants.

June: Develop supplement to briefing book when schedule is tentatively provided with background on meetings/ participants; conduct trip; follow up with all participants to document substantive projects and programs, impressions of visit, planning for follow on projects and programs; work with Qorvis to implement post-trip media interviews.

V. Compensation

B *dw*
4

In order to start the Initiative, Barnett will begin with the following tasks, with other projects to be agreed upon for compensated as amendments to this master Agreement:

Preparation of the Survey, Design and Implementation of the U.S. Business Delegation to Saudi: For all tasks listed above, and in accordance with the budget attached hereto, Barnett shall complete this work, as well as subsequent follow up, by June 30, 2004 and shall receive a payment of \$ 81,625.

Payment for the period from March 5 to June 30, 2004 in the amount of \$ 81,625, shall be made as follows: one-third (\$ 27,208) upon signing of this Agreement, one-third on May 5, 2004 (\$ 27,208), and one third (\$ 27,208) on June 25, 2004.

VI. Expenses

In addition to fees listed above, Qorvis will be responsible for all out-of-pocket and incidental expenses for The Barnett Group on the Initiative, provided that Qorvis has approved all such costs over \$500 in writing in advance.

VII. Term of Agreement

This Agreement will be in effect for an initial twelve month period, from March 5, 2004 to March 5, 2005, renewable by mutual consent of the parties for a second twelve month period. After the initiative six month period, either party may terminate the Agreement, with or without cause, by giving thirty (30) days written notice.

VIII. Liability

In no event shall either party be liable to the other for any incidental, indirect, consequential, punitive, or special damage or lost revenue or profits, whether or not either has been notified of the possibility of such damages. Total damages of whatever nature shall not exceed the total amounts actually paid to Barnett for services rendered under this Agreement.

IX. Confidentiality

The parties hereto this Agreement warrant that each shall hold any information received from the other in strict confidentiality and shall not divulge any said confidential information to any other party except by court order or upon the express written consent of the other.

JB DW/5

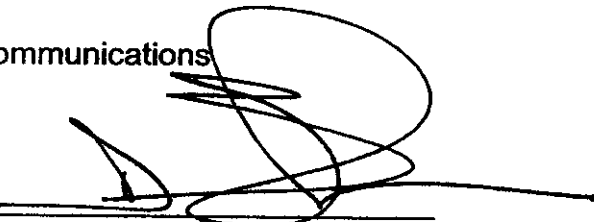
This Agreement is a total and complete integration of all representations and agreements existing between Barnett and Qorvis and supersedes an prior oral or written representations and agreements between them.

This Agreement consists of nine (9) clauses, including this one and has been executed in two (2) originals. No amendment of this Agreement shall be considered valid unless made in writing and signed by the parties hereto.

The Barnett Group

By: Judith Barnett

Qorvis Communications

By: 
DAVID W. WHITMORE, EVP

Agreed to and accepted this 19 day of March, 2004.

Tasks	Hours	Cost
-------	-------	------

Survey of Existing Projects and Organizations for Partnerships and A Delegation of Top-Level	425	\$81,625.00
--	-----	-------------

JB JW
6

American Businesswomen to Saudi Arabia,
includes time for all work, travel, and
implementation of the visit

TOTAL Professional Fees:

425	81,625
-----	--------

CP DW
7