

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. 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 in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 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, FARA Unit, Counterintelligence and Export Control Section, National Security 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

Larson Shannahan Slifka Group, LLC d/b/a LS2group

2. Registration Number

6749

3. Primary Address of Registrant

510 E. Locust St., Ste. 200, Des Moines, IA 50309

4. Name of Foreign Principal

Royal Embassy of Saudi Arabia

5. Address of Foreign Principal601 New Hampshire. NW
Washington, D.C., DC 20037**6. Country/Region Represented**

SAUDI ARABIA

7. Indicate whether the foreign principal is one of the following:☒ Government of a foreign country¹☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) N/A☐ Individual-State nationality N/A**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

Royal Embassy of Saudi Arabia

b) Name and title of official with whom registrant engages

Saud Kabli, Director of Communications

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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

a) Name and title of official with whom registrant engages

N/A

b) Aim, mission or objective of engagement

N/A

10. 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 ☐ No ☐

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 part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

11. Explain fully all items answered "Yes" in Item 10(b).

N/A

12. 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

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/11/2019

Karen Slifka

/s/Karen Slifka

11/11/2019

Charles W. Larson Jr.

/s/Charles W. Larson Jr.

U.S. Department of Justice

Washington, DC 20530

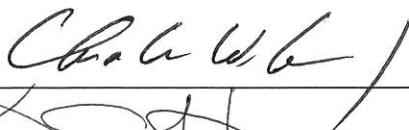
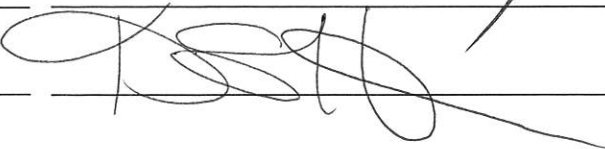
Exhibit A to Registration Statement

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11-10-2019	Charles W. Larson Jr	
11-10-2019	Karen L. Slifka	

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. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. 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 in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 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, FARA Unit, Counterintelligence and Export Control Section, National Security 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

Larson Shannahan Slifka Group, LLC d/b/a LS2group

2. Registration Number

6749

3. Name of Foreign Principal

Royal Embassy of Saudi Arabia

Check Appropriate Box:

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. What is the date of the contract or agreement with the foreign principal? 11/01/2019
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

LS2group will provide the following services to the Royal Embassy of Saudi Arabia (hereinafter "Client"): strategic and government affairs advice, public relations and communications advice and services, and outreach and engagement with the public and media groups.

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

LS2group will provide its media outreach and engagement efforts across select media markets throughout the U.S. LS2group will also provide strategic counsel, local community engagement, public relations and media management services to the Client.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation or dissemination of informational materials.

LS2group will inform the public, government officials and the media about the importance of fostering and promoting strong relations between the United States and the Kingdom of Saudi Arabia.

11. Prior to the date of registration² for this foreign principal did the registrant engage in any activities, including political activities, for or render any services to this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities.

N/A

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
N/A	N/A	N/A	N/A

-
12. During the period beginning 60 days prior to the obligation to register³ this foreign principal, did the registrant receive from the foreign principal any contribution, income, money, or thing of value either as compensation on, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
N/A	N/A	N/A	N/A

Total: N/A

-
13. During the period beginning 60 days prior to the obligation to register⁴ this foreign principal, did the registrant spend or disburse any money in furtherance of or in connection with its activities on behalf of the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	To Whom	Purpose	Amount
N/A	N/A	N/A	N/A

¹ "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.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
<u>11/11/2019</u>	<u>Charles W. Larson Jr.</u>	<u>/s/Charles W. Larson Jr.</u>
<u>11/11/2019</u>	<u>Karen Slifka</u>	<u>/s/Karen Slifka</u>
<u> </u>	<u> </u>	<u> </u>
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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11-10-2019Charles W. Larson Jr.Charles W. Larson Jr.11-10-2019Karen L. Slifka[Signature]



510 East Locust Street
Suite 200
Des Moines, Iowa 50309

Agreement for Services

WHEREAS, Kingdom of Saudi Arabia Embassy ("Client") proposes to retain the services of LS2group ("Consultant") to consult with on development assistance, solely as an independent contractor, and to perform consulting services ("Services") as set forth in this Agreement.

WHEREAS, when accepted and signed by both Consultant and Client, this document will constitute our Agreement for those Services.

NOW, THEREFORE, this Agreement is made effective as of **November 1, 2019**, between Client and Consultant.

Term, Services and Compensation

Services commence on **November 1, 2019 and shall continue until October 31, 2020, but may be extended on a month-to-month basis with a written agreement between both parties.** Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving ten (10) days' written notice to the other party with no further obligation other than for The Embassy to pay Consultant such fees and expenses which would have accrued up to and through the 10-day notice period, except that The Embassy may terminate this Agreement at any time effective immediately in the event that Consultant engages in conduct that may negatively impact Consultant's public image and, by association, the public image of The Embassy. Upon termination, the fixed monthly retainer fee shall be prorated on the basis of the portion of the one-month term that had elapsed prior to the effective date of the termination, provided that Consultant continues to perform services through the effective termination date.

Consultant shall be paid a monthly retainer of **One Hundred Twenty-Six Thousand Five Hundred Dollars (\$126,500)**. Client's payment to Consultant is expected within a reasonable time upon receipt of Consultant's invoice. Additional costs by way of reasonable pre-approved out-of-pocket expenses through the course of work on behalf of the Client will require reimbursement, however any expenses shall be authorized in writing by The Embassy in advance.

By signing in acceptance of the terms of this contract the Consultant agrees to facilitate the completion of the activities outlined below in accordance with the timelines set forth in this document.

Scope of Work

Consultant will provide public relations and media management services for Client. Consultant will also provide government relations work for Client. Specific issues to be addressed and services to be performed by Consultant will be communicated on a regular basis to Consultant as determined by Client.

Confidentiality

(a) Consultant shall use any information disclosed to Consultant by The Embassy under this Agreement solely for the purposes expressly contemplated by this Agreement. Consultant shall hold in strict confidence all Confidential Information (as defined in (b) disclosed to or otherwise obtained by it and protect all such Confidential Information with the utmost duty of care. Except as required by law and subject to the prior notification requirement discussed in (e) below, Consultant may disclose Confidential Information only to those members of its Staff who (i) have an absolute need to know the Confidential Information; (ii) are affirmatively required by Consultant to maintain the confidentiality of such Confidential Information in accordance with the provisions of this Agreement and (iii) are informed of such confidentiality obligations.

(b) For purposes of this Agreement, "Confidential Information" shall mean this Agreement, all of Consultant's work product under this Agreement except for final materials prepared for public disclosure,

and all other nonpublic, confidential or proprietary information of The Embassy, whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained, whether or not patentable or copyrightable, and whether or not marked, designated or otherwise identified as "confidential", including, without limitation, discussions, data, analyses, processes, compilations, forecasts, studies, raw materials, samples, research and development information, records and other documents and other similar and related information concerning The Embassy's operations. Confidential Information shall not, however, include any information that Consultant can establish with competent evidence (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure to Consultant by The Embassy; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure to Consultant by The Embassy through no wrongful act, fault, or negligence no action or inaction of Consultant; or (iii) is in the rightful possession of Consultant without confidentiality obligations at the time of disclosure by The Embassy to Consultant as shown by its then-contemporaneous written files and records kept in the ordinary course of business.

(c) All materials received from The Embassy, all information and analysis developed in connection with Consultant's Services, all Consultant work product, and all Confidential Information, is and shall remain the property of The Embassy and archives and documents of a diplomatic mission that are inviolable and protected from disclosure by the Vienna Convention on Diplomatic Relations and U.S. law. Consultant shall not disclose to others or convert to its own use any Confidential Information except with the prior written consent of The Embassy.

(d) No license or other rights of any kind, express or implied, in or to the use of the Confidential Information is granted to Consultant or its Staff hereby. All information furnished to Consultant in connection with this Agreement (including any copies, notations, or assessments based on such information) and all Consultant work product shall be returned to The Embassy upon request, and automatically upon termination of this Agreement.

(e) If any Confidential Information is required to be disclosed by law, including by any order of any court of competent jurisdiction or other governmental authority, Consultant shall immediately inform The Embassy of all such proceedings so that The Embassy may attempt by appropriate legal means to limit such disclosure. In such case, Consultant shall use its best efforts to limit the disclosure and maintain confidentiality to the maximum extent possible.

(f) Consultant acknowledges that any breach or threatened breach of Confidentiality provisions will result in immediate, irreparable, and continuing injury to The Embassy for which there is no adequate remedy at law. Accordingly, in the event of any such breach (or threatened breach), The Embassy shall be entitled to terminate this Agreement effective immediately with no further obligation of payment and to seek preliminary and permanent injunctive relief, without bond, with respect to such breach. Consultant shall not oppose such relief on the grounds that there is an adequate remedy at law, and such right shall be cumulative and in addition to any other remedies at law or in equity (including monetary damages) which The Embassy may have upon any such breach.

(g) The provisions of this section shall (i) apply to all Confidential Information disclosed to or otherwise obtained by Consultant prior to the execution of this Agreement, (ii) apply to all Confidential Information disclosed to or otherwise obtained by Consultant concurrently with or after execution of this Agreement, and (iii) survive the termination of this Agreement in perpetuity.

Conflicts

During the Term of this Agreement, and for one year thereafter upon expiration or termination of this Agreement, Consultant will not perform any work or accept any engagement for another government or governmental entity, or for any other client whose interests or objectives may be adverse to the interests or objectives of The Embassy, without prior express written approval by The Embassy.

General Provisions

The rights and obligations under this Agreement may not be assigned or delegated, in whole or in part, to any other party or parties without the prior written consent of Client to any such assignment or subcontract shall not relieve Consultant of any liability for the performance of this Agreement may withhold its consent in its sole and unfettered discretion.

To the extent that the work product delivered to Client hereunder includes material subject to copyright, Consultant agrees that the work product is done as a "work for hire" as that term is defined under United States copyright law, and that as a result, Client shall own all copyrights in the work product. To the extent that the work product does not qualify as a work for hire under applicable law, and to the extent that the work product includes material subject to copyright, patent, trade secret, or other proprietary right protection, Consultant hereby assigns to Client, its successors and assigns, all right, title and interest in and to the work product, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). Consultant shall execute and deliver such instruments and take such other action as may be required and requested by Client to carry out the assignment contemplated by this paragraph. Any documents, magnetically or optically encoded media, or other materials created by Consultant pursuant to this Agreement shall be owned by Client and subject to the terms of this paragraph and shall remain the property of The Embassy and archives and documents of a diplomatic mission that are inviolable and protected from disclosure by the Vienna Convention on Diplomatic Relations and U.S. law

All rights of the parties under this Agreement shall survive the conclusion or termination of this Agreement.

Notwithstanding the preceding paragraph, Client shall have the right to terminate this Agreement at any time in the event that (a) Consultant fails to perform Consultant's Services with the highest standards of skill and care, (b) Consultant is otherwise in breach of any of the terms of this Agreement, or (c) upon the termination of any agreement between Client and its client(s) for the Services Consultant is to perform under this Agreement.

Consultant shall act as an independent contractor in performing the Services described in this Agreement. Nothing contained herein shall be deemed to make Consultant the agent, employee, joint venturer, or partner of Client or any of its clients, or to be deemed to provide Consultant with the power or authority to act for or on behalf of Client or any of its clients, or to bind Client or any of its clients to any contract, agreement, or arrangement with any other person, except as specifically set forth herein.

If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be valid.

The failure of either party hereto at any time to require performance by the other party of any provision of this Agreement shall in no way effect the right of such party thereafter to enforce the same, nor shall any waiver of any breach of any provision hereof by the other party be taken or held to be a waiver by such party of any succeeding breach of such provisions, or as a waiver of the provision itself.

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Each party shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

All notices, requests, demands, and other communications which are required or may be given under this Agreement, except as herein provided, shall be in writing and shall be deemed to have been duly given when received if personally delivered, two (2) days after it is sent if sent by recognized expedited delivery service; and upon receipt, if mailed, certified mail, return receipt requested. In each case communications shall be sent to the address set forth below the party's name on the signature page hereto.

This Agreement supersedes all prior oral or written proposals, communications or other agreements related to the subject matter of this Agreement. This Agreement constitutes the entire understanding between Consultant and Client with regard to the subject matter of this Agreement and no amendment or change shall be binding upon the parties unless in writing and signed by both parties.

The undersigned have executed this Agreement on the dates written below their signatures and to be effective as of the date in section #2 above.

Client:

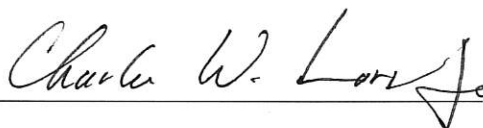
The Embassy of the Kingdom of Saudi Arabia
601 New Hampshire Ave NW
Washington, DC 20037

By: 

Date: 1 Nov. 2019

Consultant:

LS2group
510 East Locust Street, Suite 200
Des Moines, IA 50309

By: 

Date: 1 Nov 2019

EIN: 26-4337858