

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

Neill and Company, Inc.

Name of Foreign Principal

Government of Egypt

Check Appropriate Boxes:

1. ☒ 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.
2. ☐ 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.
3. ☐ 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.

The Registrant will advise the above-named Foreign Principal on legal, economic, political and commercial matters as they affect the Government of Egypt's relationship with the United States. In addition, the Registrant will consult from time to time with officials of the Government of the United States, including Members of Congress, on issues and potential legislation which in the judgment of the Registrant, will be conducive to maintaining and strengthening the bonds of mutual trust and friendship which presently exist between the Government of the United States and the Government of Egypt.

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

See #4 above.

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.

The Registrant will attempt to persuade the officials of the U.S. Government, including Members of Congress, to work toward strengthening relations between the United States and the Government of Egypt, in general, and to pursue legislation specifically designed to promote greater ties between the two national int eh area of commerce and economic development.

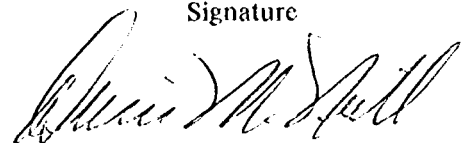
Date of Exhibit B

March 20, 1989

Name and Title

Denis M. Neill, President

Signature



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.

Neill and Company, Inc.

Government Relations Consultants

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EXTENSION AGREEMENT

This document constitutes a mutual agreement by and between the Arab Republic of Egypt and Neill and Company, Inc. to extend their Agreement of December 8, 1981 for two additional years, to December 7, 1990, whereupon it shall be automatically renewed for additional two year periods, unless terminated not less than 30 days before the end of any extension period. The fee for this contract shall be Three Hundred Seventy Eight Thousand Dollars (\$378,000) per year. All other terms and conditions contained in that Agreement to remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

THE ARAB REPUBLIC OF EGYPT

Date: 28 Jan. 1989

By: O. M. K. I. S.

NEILL AND COMPANY, INC.

Date: 29 Jan 1989

By: William M. Neill

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