

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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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 Van Scoyoc Associates	2. Registration No. 5401
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3. Name of foreign principal Government of Egypt	4. Principal address of foreign principal The Egyptian Embassy Washington, D.C.
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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

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual-State nationality _____

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.

The Egyptian Foreign Minister and Egypt's 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 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

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 ☐

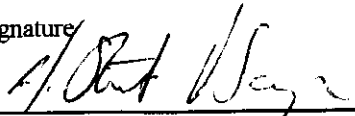
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

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 8 August 2001	Name and Title H. Stewart Van Scoyoc President	Signature 
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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 Van Scoyoc Associates	2. Registration No. 5401
3. Name of Foreign Principal Government of Egypt	

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.
Activities will primarily consist of providing information on Congressional policy and legislation affecting the Government of Egypt and Middle Eastern region but may include communication with US Government and Congressional representatives

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

See answer to question #7

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.

See answer to question #7

Date of Exhibit B 8 August 2001	Name and Title H. Stewart Van Scoyoc President	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 interests, policies, or relations of a government of a foreign country or a foreign political party.

CONSULTING AGREEMENT

This **Consulting Agreement** (the "Agreement") is entered into as of the 1st day of July, 2001.

BETWEEN

1. Afridi, Angell & Pelletreau LLP, a New York limited liability partnership engaged in the practice of law and having offices at 1025 Connecticut Avenue, N.W., Suite 904, Washington, D.C. 20036 (the "Firm"), and
2. Van Scoyoc Associates, Inc., an independent governmental affairs consultant, with offices at 1420 New York Ave., NW, Suite 700, Washington, DC 20005 (the "Consultant").

WHEREAS:

- A. The Firm has entered into a Retainer Agreement, dated July 1, 1999, with the Government of Egypt ("the GOE") relating to the representation of the GOE in respect of certain of the GOE's affairs in the United States ("the Retention");
- B. The Firm believes that greater knowledge and understanding of U.S. Congressional policies and legislation related to American-Middle Eastern relations in general and to American-Egyptian relations in particular will assist it in carrying out the Retention;
- C. Van Scoyoc Associates, Inc., the Consultant, in particular Mark J. Tavlarides, Associate Vice President, is an expert in U.S. Congressional policies and legislation; and
- D. The Firm desires to retain the Consultant for the provision of advice and assistance in carrying out the Retention, and the Consultant desires to provide such services upon the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the promises and the respective representations and warranties herein set forth and the covenants and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

(1) Advisory Services. The Consultant hereby agrees to provide to the Firm information, analysis and assessment of U.S. Congressional policies and legislation related to American-Middle Eastern relations in general and to American-Egyptian relations in particular, and to assist the Firm in carrying out its responsibilities under the Retention, and to provide other services as may be agreed from time to time by the Firm and the Consultant ("Services").

(2) Reporting and Direction. The Consultant shall work independently, utilizing its own methodology and expertise; provided that, subject to Section 3, the Consultant shall work and coordinate closely with the Firm, keep the Firm informed on a timely basis of the progress of the Services and take overall direction from the Firm.

(3) Nature of Relationship. The Consultant acknowledges and understands that the Services provided hereunder are advisory in nature and intended to assist and support the Firm in connection with the Retention. The Consultant shall provide the Services to the Firm solely as an independent Consultant and shall not be, act or hold itself out to any person as an agent, representative, associate or other employee or partner of the Firm.

(4) Availability. The Consultant shall devote its best efforts including sufficient resources and time to providing the Services to support the Firm in a timely and efficient manner, including, upon the Firm's request, two visits to the Middle East region of approximately one week each per Agreement year. Consultant agrees that the Services to be provided hereunder are considered by the Firm to be personal in nature and, accordingly, such Services are to be provided to the Firm by the Consultant's Associate Vice President, Mark J. Tavlarides, in person unless otherwise mutually agreed.

(5) Conflicts of Interest. The Consultant represents and warrants that there are no restrictions to its entering into this Agreement, and that this Agreement does not violate the terms of any agreement between the Consultant and any third party. The Consultant agrees that although this Agreement is not exclusive, it will not seek or accept work that conflicts or potentially conflicts with the interests of the Firm or any of the Firm's clients. If there is a reasonable basis to conclude that there may be an appearance of a conflict of interest or a potential or actual conflict of interest, the Consultant will consult with the Firm in advance of taking any initiative or accepting any such work.

(6) Support Facilities. During the term of this Agreement, it is not expected that the Consultant will need to use the Firm's offices or facilities. Any such use must be agreed by the Firm in advance. The Consultant shall not have access to any of the Firm's records, files or other proprietary data and information relating to the clients or business of the Firm.

(7) Compensation. In consideration for the Services, the Consultant shall be paid, in accordance with Section 9 and subject to Section 10, a fee of \$80,000 per Agreement year (which shall be pro-rated according to the number of Agreement days elapsed for any partial Agreement year) (the "Consultant Fee"), payable quarterly on the first business day of each August, November, February, and May during the term of this Agreement, unless otherwise mutually agreed.

(8) Reimbursement of Expenses. The Consultant shall be reimbursed, in accordance with Section 9 and subject to Section 10, for out-of-pocket costs and expenses incurred in connection with the performance of the Services, provided that such expenses shall in no event exceed \$4,000 per Agreement year plus an additional amount for reimbursement of expenses for travel (including business class airfare for travel time

exceeding three hours), lodging and other incidental expenses incurred in connection with mutually agreed consultations of the Consultant outside the greater Washington, D.C., metropolitan area. Commuting expenses between the Consultant's home and Washington, D.C. are not reimbursable.

(9) Invoicing Procedures and Method of Payment. The Consultant shall invoice the Firm on a quarterly or other mutually agreed basis for any Consultant Fee or reimbursable costs due and payable to the Consultant pursuant to Section 7 or 8. The Firm shall have the right to seek clarification of any invoice or statement of the Consultant to support determination of the amount payable thereunder. Subject to Section 10, all amounts due to the Consultant shall be paid in immediately available funds by check or wire transfer to such account as the Consultant shall notify in writing to the Firm.

(10) Sole Source of Payment. The Consultant acknowledges and agrees that the retention of the Consultant hereunder relates specifically to, and is intended to be funded exclusively from, collections of the Firm in respect of the extension of its Retention for the period of this Agreement. Accordingly, the Consultant hereby agrees that the sole source for payment of the amounts due and payable to the Consultant under or pursuant to this Agreement shall be from the proceeds of payments by the GOE to the Firm pursuant to the Retention. The Consultant shall have no claim, right or recourse to or against the Firm, its assets or its partners, employees, agents or advisors, and the Firm and its partners, employees, agents and advisors shall have no liability or obligation whatsoever for the payment of any amounts due and payable to the Contractor under Sections 7 or 8, or otherwise under this Agreement, in the event that, for any reason, the Retention is terminated or the GOE fails to pay amounts due to the Firm under the Retention or such collections otherwise are insufficient to pay in full the amounts due and payable to the Consultant hereunder. The Firm agrees to reserve sufficient funds from payments received under the Retention to satisfy its financial obligations to the Consultant as they become due hereunder.

(11) Term. This Agreement shall commence on the first day of July 2001 and shall continue in full force and effect until June 30, 2002, and unless earlier terminated pursuant to Section 12, shall continue from year to year thereafter during the period of the Retention.

(12) Termination. The Firm and the Consultant shall each have the right to terminate this Agreement upon thirty (30) days written notice of termination given to the other party in accordance with Section 16. The consultant hereby agrees that the Firm is free to terminate the agreement for any reason considered sufficient in the sole judgment of the Firm. The Consultant shall not have any claim, right or recourse to or against the Firm, its assets or its partners, employees, agents or advisors, and the Firm and its partners, employees, agents and advisors shall have no liability or obligation whatsoever, for the payment of any amounts due and payable to the Consultant under Sections 7 or 8, or otherwise under this Agreement, in the event that, for any reason, the Retention is

terminated. Upon termination of this Agreement the provisions of Sections 13, 15, 16, 17, 19, 20, 22 and 23 shall survive and remain in full force and effect.

(13) Confidentiality and Nondisclosure.

(a) The Consultant shall at all times keep confidential, and other than as provided herein, shall not use or disclose, directly or indirectly, any confidential or proprietary information, documents or materials, owned or developed or possessed by the Firm, whether in tangible or intangible form, including client information and information and financial and other data relating to the business of the Firm. The Consultant shall take any and all lawful measures to prevent unauthorized persons or entities from obtaining or using such information. The Consultant further agrees to refrain from directly or indirectly taking any action that would constitute or facilitate the unauthorized use or disclosure of such information.

(b) The foregoing obligation with respect to non-disclosure and the limitations upon the right to use information shall not apply to information that (i) at the time of disclosure or thereafter enters the public domain or becomes public knowledge through no fault or omission of the Consultant, (ii) is in the possession of the Consultant prior to the time of disclosure under this Agreement, (iii) is lawfully obtained by the Consultant from a third party under no obligation to the Firm, or (iv) is required to be disclosed pursuant to law, regulation, compulsory legal process or order of any court or government body having jurisdiction.

(c) All documents, material and other data containing confidential information, in any form whatsoever, furnished by the Firm to the Consultant, and any applications or other work product prepared by the Consultant for the Firm shall remain the property of the Firm, and the Consultant agrees upon the request of the Firm to promptly return or destroy all such documents, materials and data and all copies of such documents, materials and data, and any notes and memoranda incorporating such information or relating thereto, without retaining any copy thereof.

(14) Representations and Warranties. The Consultant represents and warrants to the Firm that:

(a) It is in good standing under the laws of the jurisdiction of its formation and has the requisite power and authority to execute, deliver and perform its obligations under this Agreement.

(b) It has duly authorized, executed and delivered this Agreement, which constitutes a valid and binding agreement of the Consultant enforceable against the Consultant in accordance with its terms, except that the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and general principles of equity.

(c) Neither the execution and delivery by the Consultant nor the performance by the Consultant of the terms hereof conflicts with, results in a breach or violation of any of the terms or provisions of, or constitutes a default under (i) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement or other evidence of indebtedness or other agreement, obligation, condition, covenant or instrument to which the Consultant is a party or is bound, (ii) any statute, law or regulation applicable to the Consultant, or (iii) any judgment, decree, order or ruling applicable to the Consultant of any court or regulatory, administrative or governmental agency, body or authority, or arbitrator having or asserting jurisdiction over the Consultant or its properties.

(d) No consent, approval, authorization or order or declaration or filing with any government instrumentality, regulatory authority or court or other person is required for the execution and delivery of this Agreement, except such as have been duly made and obtained.

(15) Affirmation. The Consultant declares and affirms that it is fully familiar with the provisions of the U.S. Foreign Corrupt Practices Act and that it has not and will not engage in any action that would constitute a violation of that Act during the term of this Agreement. Any action by the Consultant in contravention of this or any similar provision or any other criminal law shall result in the termination of this Agreement and other business relationships between the Consultant and the Firm, and forfeiture of any compensation that may be or become due under this Agreement.

(16) Notices. All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by an internationally recognized overnight delivery service (receipt requested), in each case to the following addresses and facsimile numbers (or to such other addresses and facsimile numbers as a party may designate by written notice to the other parties):

To the Firm: Afridi, Angell & Pelletreau LLP
1025 Connecticut Ave., NW
Suite 904
Washington, DC 20036
Attn: Robert H. Pelletreau
Fax: 1-202-518-8903

To the Consultant: Mark J. Tavlarides
Associate Vice President
Van Scoyoc Associates, Inc.
1420 New York Ave., NW, Suite 700
Washington, DC 20005
Fax: 1-202-638-1928

(17) Limitation of Liability. Notwithstanding any other provision of this Agreement but without prejudice to Section 10, (a) the Firm shall not be liable to the Consultant whether in contract, tort, warranty, negligence, strict liability or otherwise, for any special, indirect, incidental or consequential damages arising out of or in connection with this Agreement, and (b) the Firm's aggregate liability to the Consultant for claims, losses or damages arising in contract, tort, breach of warranty, indemnity, strict liability or otherwise shall not exceed in the aggregate \$50,000.

(18) Amendments, Assignments. Amendments to this Agreement shall be effective only in writing and signed by the parties hereto. No party shall have the right to assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the sole and exclusive benefit of the parties hereto and their respective legal successors and permitted assigns.

(19) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereto and supercedes any prior agreement or understanding between the parties with respect to such subject matter.

(20) Severability and Headings. Should one or more provisions contained in the Agreement be held or found to be invalid, illegal, void or unenforceable in any respect, the provision(s) shall be given effect to the extent permitted by law and the invalidity, illegality or unenforceability of any provision shall not affect the validity of the remaining provisions of this Agreement. The captions and headings contained in this Agreement are inserted and included for convenience only and are not intended to affect the meaning or interpretation of the Agreement and shall not be considered or given any effect in construing the provisions hereof.

(21) Waivers. No waiver by any party of any of its rights hereunder or of defaults by another party in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other rights or further default or defaults.

(22) Dispute Resolution. The parties shall attempt in good faith to resolve any dispute relating to or arising out of this Agreement promptly following notice of the dispute served by one party to the other party. Any dispute relating to or arising out of or in connection with this Agreement, and not resolved by negotiation as provided in the preceding sentence within sixty (60) days of the notice provided for therein, shall be finally determined by one or more arbitrators appointed in accordance with the rules of the American Arbitration Association.

(23) Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia without giving effect to any choice or conflict of law provisions or rules that would cause the application of the laws of any jurisdiction other than the District of Columbia. Each party hereby irrevocably agrees that the courts of the District of Columbia shall have jurisdiction to

enforce any arbitration award rendered in accordance with Section 21 and each party irrevocably submits to the non-exclusive jurisdiction of such courts.

(24) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

VAN SCOYOC ASSOCIATES, INC.

AFRIDI, ANGELL & PELLETREAU LLP

By 
H. Stewart Van Scoyoc

By 
Robert H. Pelletreau