

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

Holly Strategies Incorporated

2. Registration Number

6605

3. Primary Address of Registrant

825 South Monroe Street
Arlington, VA 22204

4. Name of Foreign Principal

Foreign Ministry of the Arab Republic of Egypt
(through Brownstein Hyatt Farber Schreck, LLP)

5. Address of Foreign Principal

3521 International Court NW
Washington, DC 20008

6. Country/Region Represented

3521 International Court NW

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*) _____☐ Individual-State nationality _____

8. 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 engages

Registrant is a subcontractor to Brownstein Hyatt Farber Schreck, LLP

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

- b) Aim, mission or objective of foreign political party

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.

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"/> |

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

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.

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 statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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
March 17, 2021	Joshua Coleman Holly	 /s/ Joshua Coleman Holly eSigned
		
		
		

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

Holly Strategies Incorporated

2. Registration Number

6605

3. Name of Foreign Principal

Ministry of Foreign Affairs of the Arab Republic of Egypt (through Brownstein Hyatt Farber Schreck, LLP)

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?
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant is a subcontractor of Brownstein Hyatt Farber Schreck, LLP. There is no formal written contact between the Registrant and the foreign principal. See attached Services Agreement, signed by the Registrant and Brownstein Hyatt Farber Schreck, LLP.

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

Please refer to the attached services agreement

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 and dissemination of informational materials.

Please refer to the attached services agreement

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for 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, including political activities.

Holly Strategies Incorporated has provided government relations' advice and recommendations to Brownstein Hyatt Farber Schreck, LLP and the foreign principal.

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

Date	Contact	Method	Purpose
3/17	Joshua Bradley	Email	Invite to virtual event
3/17	Erik Kinney	Email	Invite to virtual event
3/17	Bryan Brody	Email	Invite to virtual event
3/17	Susan Falconer	Email	Invite to virtual event
3/17	Christopher Malen	Email	Invite to virtual event
3/17	Serena Li	Email	Invite to virtual event
3/3	Jonathan Lord	Phone	Discuss U.S.-Egypt bilateral relations

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, 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
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Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to 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	Recipient	Purpose	Amount
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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 statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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
March 17, 2021	Joshua Coleman Holly	<div>Sign</div> /s/ Joshua Coleman Holly eSigned
		<div>Sign</div>
		<div>Sign</div>
		<div>Sign</div>

ENGAGEMENT AGREEMENT

This Engagement Agreement is effective February 15, 2021, by and between Brownstein Hyatt Farber Schreck, LLP ("Brownstein Hyatt"), with its principal office located at 1155 F Street, NW, Suite 1200, Washington, DC 20004, and Holly Strategies Incorporated ("the Provider"), with its principal office located at 825 South Monroe Street, Arlington, VA 22204 (collectively referred to as "the Parties").

The Parties hereby agree as follows:

1. TERM

The term of this agreement will run from February 15, 2021, through February 14, 2022, unless terminated before then in accordance with the terms herein.

2. SERVICES

The Provider will provide Brownstein Hyatt with government relations services related to the Arab Republic of Egypt before the federal government of the United States. The Provider will promote the interests of the Egyptian government in an effort to strengthen the bilateral relationship between the United States and the Arab Republic of Egypt. Services will include outreach to officials and staff in the executive and legislative branches, as well as non-governmental organizations.

3. PAYMENT

For all services, Brownstein will pay the Provider a total amount of \$120,000 USD. Payments will be made in monthly installments of \$10,000 USD. Should the Provider be required to travel, Brownstein Hyatt will reimburse the Provider at cost for all travel expenses, including airfare, hotel accommodations, local transportation, and meals.

4. TERMINATION

Either party may terminate this agreement at any time by providing 30 days prior written notice. In the event of early termination, Brownstein Hyatt shall pay the Provider through the date of termination.

5. CONFIDENTIALITY

The Provider will not, during the term of this agreement and after its expiration, disclose any proprietary or confidential information relating to the services of this agreement without the prior written consent of Brownstein Hyatt. The Provider will use all reasonable efforts to protect privileged communications or other confidential information developed by or provided to the Provider during the course of the Provider's provision of services.

6. CONFLICT OF INTEREST

The Provider represents and warrants that it has no present conflicts of interest that would prevent it from performing the services of this agreement. Should a conflict arise during the course of the engagement, the Provider will notify Brownstein Hyatt immediately and attempt to cure the conflict. Should the Provider not be able to resolve the conflict to Brownstein Hyatt's satisfaction, Brownstein Hyatt will have the right to terminate this agreement.

7. COMPLIANCE WITH APPLICABLE LAWS

The Provider will adhere to any and all restrictions and disclosure requirements of the Foreign Agents Registration Act and any other applicable laws throughout the term of this agreement.

8. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior written and oral agreements or understandings with respect to the subject matter.

9. AMENDMENTS

No purported modification or amendment of this agreement is effective unless it is in writing and signed by or on behalf of both parties.

10. ASSIGNMENT

Any attempted assignment of this agreement by a party, whether directly, by change in control, or by operation of law, is ineffective unless effected with the other party's written consent.

11. SEVERABILITY

If any provision of this agreement is held to be illegal, invalid, or unenforceable and that provision cannot be modified to make it enforceable, that provision is ineffective to the extent of its illegality, invalidity, or unenforceability only and the remaining provisions will remain in full force and effect if the purposes of this agreement can still be achieved.

12. GOVERNING LAW AND LANGUAGE

This agreement is governed by the laws of the District of Columbia without regard to its choice or conflict of law principles. The official language of this agreement shall be English.

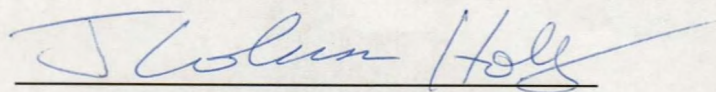
AGREED TO:

A handwritten signature in black ink, appearing to read "Martin", is written on a light orange rectangular background.

For Brownstein Hyatt

2/26/2021

Date

A handwritten signature in blue ink, appearing to read "John Holly", is written over a horizontal line.

For Holly Strategies Incorporated

February 24, 2021

Date