

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 Patton, Boggs & Blow 2550 M Street, N.W., Washington, D.C. 20037 | | 2. Registration No. 2165 |
| 3. Name of foreign principal Embassy of the Arab Republic of Egypt | 4. Principal address of foreign principal 2300 Decatur Place, NW Washington, D.C. | |

5. Indicate whether your foreign principal is one of the following type:

☒ 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 his nationality _____

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

a) Branch or agency represented by the registrant.

Embassy in Washington, D.C., Ministry of
Defense Procurement Office, Washington, D.C.

b) Name and title of official with whom registrant deals.

Ambassador al-Reedy, Brigadier Gen. Mitkees

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

a) Principal address

b) Name and title of official with whom the 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

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b) Is this foreign principal

N/A

- 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 whole 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 ☐

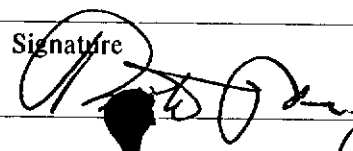
9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

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
March 12, 1990

Name and Title
Timothy J. May
Managing Partner

Signature



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 | Name of Foreign Principal |
|----------------------|--|
| Patton, Boggs & Blow | Embassy of the Arab Republic of Egypt |

Check Appropriate Boxes:

- ☐ 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.
- ☐ 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.
- ☒ 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.

Agreement is result of a subcontract with Bannerman Associates,
Washington, D.C. Draft retainer is attached.

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

Advice and assistance relating to technical aspects of the
Foreign Military Sales Program.

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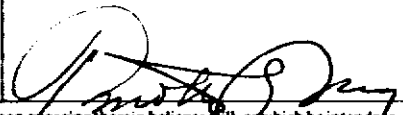
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Legal advice on the provisions of the ARms Export Control Act, the Foreign Assistance Act of 1961 and other statutes governing the provision of the U.S. military assistance to Egypt. Strategic advice on how the government can realize maximum benefit from such assistance in light of U.S. budgetary constraints. Analysis of proposed changes in FMS regulations.

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 activities outlined above may constitute political activities. Such activities may be through any means of advocacy, including prepared and extemporaneous statements and efforts to persuade such as informal meetings to present the Foreign Principal's interest and policies.

| | | |
|-------------------------------------|--|--|
| Date of Exhibit B March 12, 1990 | Name and Title Timothy J. May Managing Partner | Signature  |
|-------------------------------------|--|--|

¹Political 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.

RETAINER AGREEMENT

AGREEMENT made this ____ day of _____, 1990, by and between PATTON, BOGGS & BLOW, a partnership of attorneys organized and operating under the laws of the District of Columbia, having a principal place of business at 2550 M Street, N.W., Washington, D.C. (hereinafter "PBB"), and BANNERMAN & ASSOCIATES, INC., a District of Columbia corporation having a principal place of business at 888 16th Street, N.W., Washington, D.C. (hereinafter "BANNERMAN").

W I T N E S S E T H

WHEREAS, BANNERMAN is a party to a contract (the "Egypt-Bannerman Contract") with the Arab Republic of Egypt ("Egypt") which requires that BANNERMAN render certain government relations assistance and related legislative services to Egypt; and

WHEREAS, the Egypt-Bannerman Contract further requires that BANNERMAN will retain PBB to provide counsel and assistance to BANNERMAN and Egypt in connection with accomplishing Egypt's objectives under United States defense security assistance programs; and

WHEREAS, PBB undertakes to provide counsel and assistance to BANNERMAN and Egypt subject to the terms of this Retainer Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the promises, mutual covenants and conditions contained herein, PBB and BANNERMAN agree as follows:

1. Appointment.

BANNERMAN hereby appoints and retains PBB to provide the counsel and assistance described in Paragraph 2 to BANNERMAN and Egypt during the term of this Retainer Agreement. BANNERMAN acknowledges that performance of this Retainer Agreement by PBB may require that PBB communicate directly with, and accept instructions directly from, Egypt, including without limitation, its Embassy in Washington, D.C., and Ministry of Defense.

2. Scope of Representation.

PBB shall provide counsel and assistance to BANNERMAN and Egypt as described in Schedule A to this Retainer Agreement.

3. Term.

This Retainer Agreement shall be effective on the date first above written (the "Effective Date"), and shall expire upon the first to occur of any of the following events:

- a. Expiration of the Egypt-Bannerman Contract in accordance with the terms thereof;
- b. Written notice of termination of this Retainer Agreement delivered by PBB or BANNERMAN after a material breach of this Retainer Agreement by the terminated party, and failure of the terminated party to cure the breach

within ten (10) days of receipt of written notice of the breach; or

c. Written notice of termination of this Retainer Agreement delivered by PBB or BANNERMAN without cause; provided, however, that the effective date of termination shall be one-hundred twenty (120) days following receipt of said notice by the terminated party.

Upon expiration or termination of this Retainer Agreement, the parties' respective obligations hereunder shall be extinguished; provided, however, that any compensation required by this Retainer Agreement shall be adjusted proportionally to encompass the period of performance through the date of expiration or termination.

4. Compensation to PBB.

In consideration for the representation provided by PBB under this Retainer Agreement, BANNERMAN shall compensate PBB as follows:

PBB shall receive an annual retainer (the "Retainer Fee") of One-hundred Twenty Thousand Dollars (\$120,000), inclusive of all fees and disbursements, except: those disbursements related to travel outside of Washington, D.C. at the request of BANNERMAN or Egypt; such other extraordinary expenditures as may be agreed upon in advance by PBB and BANNERMAN from time to time; and the BANNERMAN share of consultant compensation described in Paragraph 6 of this Retainer Agreement. The Retainer Fee shall be paid

twice yearly, in equal installments of Sixty Thousand Dollars (\$60,000). The first installment shall be paid upon execution of this Retainer Agreement. All subsequent installments shall be paid not later than three (3) business days after BANNERMAN receives a corresponding semi-annual payment from Egypt under the Egypt-Bannerman Contract, but in no event later than January 31 and July 31 of each year.

PBB shall promptly invoice BANNERMAN for disbursements related to travel outside of Washington, D.C. at the request of BANNERMAN or Egypt; other agreed expenditures that are not encompassed by the Retainer Fee; and the BANNERMAN share of consultant compensation described in Paragraph 6 of this Retainer Agreement. BANNERMAN shall pay each such invoice within thirty (30) days of receipt.

5. Responsible Attorneys.

PBB agrees that primary responsibility for the performance of this Retainer Agreement will be assumed by Middleton A. Martin, David E. Dunn, Dean M. Dilley, and Richard E. Messick, who, in their discretion, may be assisted by other PBB attorneys or consultants retained by PBB.

6. Consultant Cost Sharing.

PBB agrees to retain a consultant (the "Retained Consultant"), acceptable to both BANNERMAN and Egypt, experienced in United States defense security assistance programs. The Retained Consultant will be called upon as needed, in the discretion of PBB, to assist PBB in the performance of its

obligations under this Retainer Agreement. BANNERMAN and PBB agree to share the cost of the Retained Consultant as follows. During each twelve-month period of this Retainer Agreement ending on the annual anniversary date of the Effective Date: (a) PBB will assume the first Twenty Thousand Dollars (\$20,000) in costs attributable to the Retained Consultant; and (b) PBB and BANNERMAN will share equally any costs in excess of Twenty Thousand Dollars (\$20,000) attributable to the Retained Consultant.

7. Conflicts of Interest.

PBB represents that it is not aware of any conflict of interest which would interfere with its full and adequate representation of BANNERMAN and Egypt as required by this Retainer Agreement. Should such a conflict arise in the course of performing this Retainer Agreement, PBB reserves the right to limit the scope of its representation of BANNERMAN or Egypt to avoid such a conflict, or if necessary, to withdraw after taking steps to assure that BANNERMAN and Egypt are properly and adequately represented.

8. Compliance with Registration Requirements.

In connection with performance of this Retainer Agreement, the parties hereto acknowledge that, under certain circumstances, PBB may be required by law to register its representation of Egypt with the United States Government, and that PBB will comply in all respects with any such law.

9. General Provisions.

(a) Assignment.

This Retainer Agreement shall not be assigned by either party hereto without the prior written consent of the other party.

(b) Waiver.

No failure to exercise, and no delay in exercising, on the part of either party, any right, power, or privilege hereunder shall operate as a waiver thereof.

(c) Severability.

If any part of this Retainer Agreement shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect or nullify the remainder of this Retainer Agreement.

(d) Modification.

No modification to this Retainer Agreement shall be effective or enforceable unless executed by both PBB and BANNERMAN in a written instrument.

(e) Headings.

The paragraph headings in this Retainer Agreement are for convenience of reference only, and shall not be considered part of this Retainer Agreement, nor shall they be construed to limit or otherwise affect the meaning of the terms herein.

(f) Entire Agreement.

This Retainer Agreement embodies the entire understanding of the parties hereto, and supersedes all proposals or prior agreements, written or oral, and all other communications between the parties relating to the subject matter of this Retainer Agreement.

(g) Notices.

Any notices contemplated by this Retainer Agreement shall be directed as follows:

(1) If to PBB:

Patton, Boggs & Blow
Attn: David E. Dunn, Esq.
2550 M Street, N.W.
Washington, DC 20037

(2) If to BANNERMAN:

Bannerman & Associates, Inc.
Attn: Graeme Bannerman
888 16th Street, N.W.
Washington, DC 20006

IN WITNESS WHEREOF, PBB and BANNERMAN have caused this Retainer Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

BANNERMAN & ASSOCIATES, INC.

By: _____
Graeme Bannerman

PATTON, BOGGS & BLOW

By: _____
David E. Dunn

SCHEDULE A
SCOPE OF REPRESENTATION

PBB shall provide the following services to BANNERMAN and Egypt, as directed by the authorized representatives of either, in connection with accomplishing Egypt's objectives under United States defense security assistance programs:

1. Regular monitoring and reporting of developments in United States defense security assistance programs that affect the interests of Egypt.

2. Development of plans of action, as directed, to accomplish specific objectives, or to resolve specific problems, in connection with Egypt's participation in United States defense security assistance programs, including, for example, Foreign Military Sales and other forms of military aid.

3. Legal and technical assistance in connection with the negotiation, execution, and performance of agreements between Egypt and the United States to implement defense security assistance programs.

4. Assistance in preparing the annual justification "White Paper" to support Egypt's defense security assistance program and military aid requests.