

*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  Bannerman and Associates, Inc.		2. Registration No.  3964						
3. Name of foreign principal  Arab Republic of Egypt	4. Principal address of foreign principal  Cairo, Egypt							
5. Indicate whether your foreign principal is one of the following type:  <input checked="" type="checkbox"/> Foreign government  <input type="checkbox"/> Foreign political party  <input type="checkbox"/> Foreign or <input type="checkbox"/> domestic organization: If either, check one of the following: <table border="0"><tr><td><input type="checkbox"/> Partnership</td><td><input type="checkbox"/> Committee</td></tr><tr><td><input type="checkbox"/> Corporation</td><td><input type="checkbox"/> Voluntary group</td></tr><tr><td><input type="checkbox"/> Association</td><td><input type="checkbox"/> Other (specify) _____</td></tr></table> <input type="checkbox"/> Individual—State his nationality _____			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____							
6. If the foreign principal is a foreign government, state:  a) Branch or agency represented by the registrant. Government of Egypt  b) Name and title of official with whom registrant deals. Ambassador EL-Reedy								
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								

b) Is this foreign principal

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

3/21/90

Name and Title *Mr. Greene Bonnerman*  
*President*

Signature

*Mr. Greene Bonnerman*

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

Bannerman and Associates, Inc.

Name of Foreign Principal

Arab Republic 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 provide government relations consulting services to the foreign principle. Specifically, this will include monitoring issues relevant to Egypt and contacting U.S. Government officials, both in Congress and the Administration, to assure that the interests and views of Egypt are clearly understood.

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SECTION  
REGISTRATION UNIT

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

See #4

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
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.

Personnel at Bannerman and Associates, Inc. will contact Members of Congress, Congressional staff, and Administration personnel to determine support for issues pertaining to Egypt. Bannerman and Associates, Inc. will work to create a supportive political environment for U.S.-Egyptian relations.

Date of Exhibit B

3/24/90

Name and Title

M. Graeme Bannerman  
President

Signature

M. Graeme Bannerman

<sup>1</sup>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.

## RETAINER AGREEMENT

THIS AGREEMENT is made between the Arab Republic of Egypt (the "Government") and Bannerman & Associates, Inc. (the "Firm") in Washington, D.C.

(1) The Government and the Firm have agreed that the Firm should render government relations and related legislative services to assist the Government, working with the Embassy of the Government in the United States and the appropriate Ministries, in maintaining the amount of United States military and economic aid to Egypt, in enhancing the quality of that aid by improving terms and conditions, progressively and over a period of time, in assisting the Government in securing funding and support from public multilateral institutions, in assisting the Government in increasing American private sector financing for projects in Egypt and investment in its economy, and in general, providing such other appropriate assistance as will serve to achieve the above purpose.

In providing the required services to the Government, the Firm would be governed by the enclosed working plan which constitutes an integral part of this contract.

(2) The Firm will develop with the Government a working plan in order that the Firm's assistance may be supportive of the activities of the appropriate entities of the Government, especially its Embassy in Washington, D.C.

(3) In carrying out the above operations, the Firm will utilize its personnel in accordance with its decision as to devoting its best resources to each of the tasks assigned it in a manner that will best assure the accomplishment of the above objectives consistent with the policies and operating procedures of the Government.

(4) The Firm will retain the law firm of Patton, Boggs & Blow, Washington, D.C., to provide counsel and assistance directly to the Government, including the Embassy and the Ministry of Defense, in connection with accomplishing its objectives under United States defense security assistance programs. The scope of such counsel and assistance, and the personnel with primary responsibility, shall be as defined more particularly in accordance with Paragraph (1) of this Agreement.

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(5) The Government will compensate the Firm at the rate of Three Hundred Ninety Thousand Dollars (\$390,000.00) per annum, inclusive of all charges and expenses. Representatives from both Bannerman & Associates and Patton, Boggs & Blow will travel to Egypt twice yearly to hold meetings with representatives of the Ministry of Defense and the Ministry of International Cooperation. In such case, both firms will be responsible for bearing the expense of travel between the two countries, while the Government will be responsible for providing hotel accommodations, meals, and other relevant expenses during their stay in Egypt.

Upon signing the Agreement, one-half (1/2) of the annual fee, One Hundred Ninety-five Thousand Dollars (\$195,000.00) will be paid to the Firm. The balance will be paid to the Firm six (6) months from the date of signing.


(6) This agreement shall be for a term of one year, period beginning on the effective date: March 1, 1990, and will be automatically extended annually on the same terms and conditions unless either party terminates the Agreement by written notice sixty (60) days in advance of an anniversary date.

(7) In connection with its representation, it is understood that the Firm in certain circumstances, may be required under applicable United States Law to register its representation of the Government with the United States Government and that the Firm will comply with all requirements of the United States Law in this connection.

IN WITNESS THEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates written below:

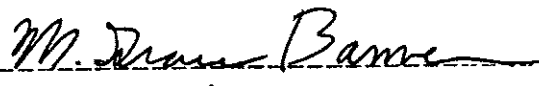
The Government of the Arab  
Republic of Egypt

His Excellency El Sayed  
Abdel Raouf El Reedy,  
Ambassador of Egypt to the  
United States

  
\_\_\_\_\_  
DATE: 2/28/90

Bannerman & Associates, Inc.

Mr. Graeme Bannerman

  
\_\_\_\_\_  
DATE: 2/27/90