

**EXHIBIT A**  
**TO REGISTRATION STATEMENT**

*Under the Foreign Agents Registration Act of 1938, as amended*

*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 Neill and Company, Inc. 1025 Connecticut Ave., N.W., #409 Washington, D.C. 20036	2. Registration No. <b>3320</b>
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3. Name of foreign principal  Arab Republic of Egypt	4. Principal address of foreign principal  Cairo, Egypt
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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:

<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) _____

Individual - State his nationality \_\_\_\_\_

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

a) Branch or agency represented by the registrant.  
  
Arab Republic of Egypt

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

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. Not Applicable

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 Not Applicable

b) Is this foreign principal **Not Applicable**

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.)

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 December 31, 1981	Name and Title Denis M. Neill Director	Signature <i>Denis M. Neill</i>
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UNITED STATES DEPARTMENT OF JUSTICE  
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT  
Under 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. 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
Neill and Company, Inc.	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.

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- 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 Arab Republic 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 Arab Republic of Egypt.

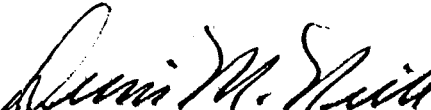
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

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?<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.

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

Date of Exhibit B	Name and Title	Signature
December 31, 1981	Denis M. Neill Director	

<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.

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RETAINER AGREEMENT

THIS AGREEMENT is made between the ARAB REPUBLIC OF EGYPT (the "Government") and the firm of NEILL AND COMPANY, INC. (the "Company"), Washington, D.C.

(1) The Government and the Company have agreed that the Company should render public relations and related services to assist the Government, working with the appropriate Ministries and the Embassy of the Government in the United States, in increasing 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 the legal aspects of securing funding 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 purposes.

(2) The Company will, for each task it undertakes, provide promptly a working plan to the designated entity of the Government in order that the Company's assistance may be supportive of the activities of the appropriate entities of the Government, including its Embassy in Washington.

(3) In carrying out the above operations, the Company 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 Government will compensate the Company at the rate of Three Hundred Sixty Thousand Dollars (\$360,000.00) per annum, inclusive of all charges and expenses other than travel costs to Egypt and related expenditures as may be agreed upon between the parties from time to time. Upon the signing of this Agreement, one-half (1/2) of the annual fee (One Hundred Eighty Thousand Dollars (\$180,000.00)) will be paid to the Company. The balance will be paid to the Company six (6) months from this date.

*M. J.*  
*M. J.*

(5) This Agreement shall be a for a term of one year, period beginning on the effective date, December 8, 1981, and it may be renewed thereafter by mutual agreement.

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

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

THE ARAB REPUBLIC OF EGYPT

By: Brig. Gen. Mounir S. Sabet

M. Sabet

Date: 21 December 1981

Date: 21 December 1981

By: Minister Nabil Sadek

N. Sadek

Date: 21 December 1981

NEILL AND COMPANY, INC.

By: Walter M. Neill

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