

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 <http://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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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: <http://www.fara.gov>.

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, Counterespionage 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 and Address of Registrant CMGRP, Inc. d/b/a Weber Shandwick 733 Tenth Street, N.W. Suite 400, Washington DC 20001		2. Registration No. 3911						
3. Name of Foreign Principal The Arab Republic of Egypt	4. Principal Address of Foreign Principal Mataria St. El Qobba Square Cairo Egypt							
5. Indicate whether your foreign principal is one of the following:								
<input checked="" type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table style="width: 100%; border: none;"> <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 (<i>specify</i>) _____</td> </tr> </table> <input type="checkbox"/> Individual-State 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 (<i>specify</i>) _____
<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 (<i>specify</i>) _____							
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant General Intelligence Service								
b) Name and title of official with whom registrant deals General Naser Fahmi, Head of Administration Department G I S								
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								

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.

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.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A	Name and Title	Signature
January 28, 2017	Joshua Kaufman, General Counsel	/s/ Joshua Kaufman

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 <http://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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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: <http://www.fara.gov>.

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, Counterespionage 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 CMGRP, Inc. d/b/a Weber Shandwick	2. Registration No. 3911
3. Name of Foreign Principal The Arab Republic of Egypt	

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

The registrant shall provide public affairs services to the foreign principal to assist the foreign principal in promoting the foreign principal's strategic partnership with the United States.

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

The registrant shall advise the foreign principal to accomplish the objective set out above. The registrant's activities are expected to include stakeholder mapping to identify stakeholders who are supportive of the foreign principal's objectives. The registrant will also conduct research, develop key messages, engage in media relations, prepare a social media strategy and develop communications tools. The registrant may also provide support for special projects such as visits to the United States by the representatives of the foreign principal, coordination of business outreach, planning of conferences and paid advertising. Finally, the registrant may provide issues management and crisis communications support.

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.

The registrant shall provide public affairs services to the foreign principal to assist the foreign principal in promoting the foreign principal's strategic partnership with the United States.

The registrant shall accomplish these objectives by advising the foreign principal with respect to conducting research, developing key messages, engaging in media relations, preparing a social media strategy and developing communications tools. The registrant may also provide support for special projects.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
January 28, 2017	Joshua Kaufman, General Counsel	/s/ Joshua Kaufman eSigned

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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.



January 18, 2017

The Arab Republic of Egypt
Cairo, Egypt
Attention: Major General Khaled Fawzy

Re: Weber Shandwick Agreement for Professional Services

Dear General Fawzy:

This letter agreement ("Agreement") sets forth the terms and conditions under which CMGRP, Inc. d/b/a Weber Shandwick ("WEBER") agrees to provide public affairs services to The Arab Republic of Egypt ("CLIENT") effective as of January 18, 2017 (the "Effective Date").

1. **Services.** WEBER shall provide public affairs services to CLIENT to assist client by (i) promoting CLIENT's strategic partnership with the United States, (ii) highlighting CLIENT's economic development; (iii) showcasing key attributes of CLIENT's civil society; and (iv) publicizing CLIENT's leading role in managing regional risks (the "Monthly Services") in exchange for the fees set forth in Section 2(a) hereof. The Monthly Services will include those services typically provided by a public affairs agency, including without limitation research, message development, media monitoring, analysis and outreach, issues management, social media strategy and development of a communications toolkit. In addition WEBER is prepared to provide additional special services to CLIENT (the "Special Services"). The scope for Project Services shall be agreed by WEBER and CLIENT in writing. Monthly Services and Project Services are collectively referred to as "Services"

2. **Compensation & Expenses.** CLIENT agrees to pay WEBER compensation as follows:

a. **Professional Fees for Monthly Services.** WEBER shall invoice CLIENT a quarterly fee in the amount of Three Hundred Thousand United States Dollars (US\$300,000) (the "Quarterly Fee") representing payment for three (3) months of Monthly Services at the fixed amount of One Hundred Thousand United States Dollars (US\$100,000) per month (the "Monthly Fee"). Each payment of the Monthly Fee is non-reconcilable and shall be earned by WEBER on the first day of the month in respect of which it is paid. The Monthly Fee paid to WEBER hereunder is inclusive of all finder's, referral and facilitation fees, which shall be paid directly by WEBER. CLIENT shall not pay and is not liable for any such fees.

b. **Special Services.** WEBER and CLIENT shall agree in writing on the fees for Special Services when the scope for such Special Services is agreed. Unless otherwise agreed in writing, the fee for Special Services shall include all Third Party Expenses (as defined herein) and the administrative expenses referred to in Section 2(d).

c. **Third Party Expenses.** An invoice of out-of-pocket expenses for travel and other direct charges ("Third Party Expenses") related to the Monthly Services shall be made by WEBER to CLIENT at the end of each month during the Term (as defined herein) for expenses incurred during the previous month ("Monthly Expenses"). Federally appropriated funds may

not be used to pay for any Services provided or expenses incurred under this Agreement. Monthly Expenses shall be invoiced to CLIENT at the net cost. WEBER reserves the right to pre-bill any Monthly Expenses in excess of Twenty-Five Thousand United States Dollars (US\$25,000).

d. **Administrative Expenses.** An overhead charge fee in the amount of five percent (5%) of fee billing will be added to each invoice for Monthly Services. This fee covers all other general operating expenses that do not factor into WEBER's fees such as long distance and conference call costs; faxing of materials, documents, reports and schedules; all costs of copying documents, reports, articles of interest, letters and other correspondence in the execution of client business. It also includes costs associated with messenger services, postal delivery and overnight packages when necessary; and professional publications related to tracking, monitoring and maintaining a current knowledge base pertaining to a client's issues and industry.

3. **Billing.**

a. WEBER shall invoice CLIENT for the Quarterly Fee at least thirty (30) days in advance of each quarter, except for the first Quarterly Fee which shall be invoiced upon both parties' execution of this Agreement. Payment of each Quarterly Fee is due by wire transfer within thirty (30) days from the invoice date, except for the first Quarterly Fee which shall be due within ten (10) days from the invoice date. WEBER shall not be required to start work until the Quarterly Fee is paid. Monthly Expenses shall be billed monthly in arrears and payment shall be due within thirty (30) days from the invoice date, except for any amounts which are pre-billed by WEBER pursuant to Section 2(c), which shall be due within thirty (30) days, or which are included in the Project Services.

b. Project Services shall be invoiced by WEBER to CLIENT in two equal installments of fifty percent (50%) each. The first installment will be invoiced upon the parties' agreement in writing on a scope of services and the final installment shall be invoiced upon completion of the project. Payment shall be made by wire transfer and is due within thirty (30) days. WEBER shall not be required to start work on the Project Services until the initial installment is paid.

c. In case of delinquency of CLIENT's payments or any impairment of CLIENT's credit as WEBER reasonably deems might endanger future payments, WEBER reserves the right to change the requirements as to terms of payment under this Agreement. Should CLIENT be in default with respect to payment under this Agreement, WEBER reserves the right to suspend some or all services hereunder until arrangements satisfactory to WEBER are made. CLIENT agrees to reimburse WEBER for any costs incurred (including reasonable attorneys' fees and court costs) in connection with WEBER's attempts to collect any sums that are over thirty (30) days past due. In the event of a disputed charge, CLIENT shall notify WEBER in writing of the disputed amount within thirty (30) days of the invoice date, specifically identify the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation.

4. **Term; Termination.** This Agreement is effective as of the Effective Date and will continue in full force and effect until either party gives the other party at thirty (30) days' prior written notice to terminate. The entire period during which this Agreement is in effect is referred to herein as the "Term". In the event this Agreement is terminated and the termination date falls in the middle of a calendar month or the middle of a quarterly term for which a Quarterly Fee has been paid, WEBER shall issue a refund for each full month remaining during

the quarter and a pro-rata refund for each partial month based on the number of days left in the month after the effective date of termination.

5. **Confidentiality.** Each party (the "Receiving Party") will treat as confidential and properly safeguard any and all information, documents, papers, programs and ideas relating to the other party (the "Disclosing Party"), its operations, finances and products, disclosed to the Receiving Party and designated by the Disclosing Party as confidential ("Confidential Information"). Confidential Information shall not include information that (a) is or falls into the public domain; (b) is disclosed to the Receiving Party by a third party which is not under an obligation of confidentiality to the Disclosing Party; (c) was already known to the Receiving Party; and/or (d) is independently developed by the Receiving Party without reference to Confidential Information. In the course of performing the Services, WEBER may disclose Confidential Information of CLIENT as CLIENT has approved for disclosure. The Receiving Party may disclose such Confidential Information of the Disclosing Party as is required by a subpoena or other legal process. In addition, WEBER may disclose Confidential Information as required in order for WEBER to comply with its obligations to the United States government, including without limitation the Foreign Agents Registration Act. This obligation to maintain confidentiality of Confidential Information shall survive the termination of this Agreement and remain in effect for three (3) years following the completion of Services.

6. **Ownership; Use Of Materials.**

a. As between WEBER and CLIENT, CLIENT shall be sole owner of all rights in and to materials developed and produced by WEBER on CLIENT's behalf, provided CLIENT has paid all invoices due and owing to WEBER pursuant to this Agreement. Notwithstanding anything in this Agreement to the contrary, CLIENT understands and agrees that its rights in any third party materials or any services including, without limitation, stock photos, licensed materials or talent and talent residuals ("Third Party Materials"), are subject to any terms and conditions set forth in any applicable agreement. If WEBER wishes to utilize any Third Party Materials that are subject to limitations on CLIENT's ability to use such Third Party Materials, WEBER shall disclose such limitations to CLIENT in writing and obtain CLIENT's written consent to utilize such Third Party Materials in the Services, and thereafter, CLIENT agrees to comply with such terms and conditions.

b. Notwithstanding anything in this Agreement to the contrary, WEBER retains all of its rights, title and interest in and to (including, without limitation, the unlimited right to use) (i) all materials owned by or licensed to WEBER prior to, or independent from, the performance of services under this Agreement, and all modifications thereof, and (ii) all generic or proprietary information, and all ideas, methodologies, software, applications, processes or procedures used, created or developed by WEBER in the general conduct of its business.

7. **WEBER Obligations.** In its capacity as a consultant, WEBER shall make its best effort to assist CLIENT in pursuing its public affairs objectives as described herein. WEBER, however, gives no assurances and makes no representations as to the particular results of its services, or the response and timeliness of actions taken by the media or by other third parties.

8. **CLIENT Representative.** CLIENT shall appoint a designated liaison to provide interact with WEBER and provide all information, materials and approvals. WEBER shall be entitled to rely on the statements and actions of such individual as the designated agent of CLIENT.

9. **Legal Matters.** It is understood that WEBER cannot undertake to verify all facts supplied to it by CLIENT or related entities or all factual matters included in materials prepared or used by WEBER and approved by CLIENT or related entities, nor can WEBER verify CLIENT's right to use materials provided to WEBER by CLIENT. Accordingly, CLIENT agrees to indemnify and hold harmless WEBER from and against any and all losses, claims, damages, legal fees, expenses, or liabilities that WEBER may incur (including its participation as a third party witness in litigation against CLIENT or related entities) based upon (i) information, representations, reports, data or releases furnished or approved by CLIENT or its specifically authorized representative for use or release by WEBER, whether or not WEBER prepared or participated in the preparation of such materials or (ii) materials provided by CLIENT to WEBER. In addition, in matters in which WEBER is not a party, CLIENT shall pay or reimburse WEBER for all reasonable attorneys' fees and expenses WEBER incurs and for all WEBER personnel time incurred (at WEBER's then current hourly rates) in connection with WEBER's response to subpoenas, depositions, discovery demands, and other inquiries arising from suits, proceedings, legislative or regulatory hearings, investigations, or other civil or criminal proceedings in which CLIENT is a party, subject, or target. This Section 9 shall survive the expiration or termination of this Agreement.

10. **Limitation Of Liability.** In no event whatsoever shall either party be liable to the other hereunder for any incidental, indirect, special, consequential or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this Agreement, even if said party has been advised of the possibility of or could have foreseen such damages. This Section 10 shall survive the termination of this Agreement.

11. **Force Majeure.** Neither party shall be liable for any delay or failure to carry out or make continuously available its obligations under this Agreement if such delay or failure is due to any cause beyond such party's control, including without limitation restrictions of law or regulations, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.

12. **Assignment.** Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party

13. **Governing Law.** Any controversy or claim arising out of or related to this Agreement shall be governed by the substantive laws of the State of New York without regard to its conflict of law rules and shall be heard by a federal court within New York, New York. Both parties irrevocably consent to the jurisdiction of the federal courts located in New York, New York.

14. **Notice.** All notices required under this Agreement shall be in writing and signed by the party delivering such notice and delivered to the CLIENT and WEBER at their respective addresses set forth on the first page or via facsimile with electronic confirmation of delivery; it being understood and agreed that email correspondence shall constitute written approval pursuant to this Agreement. Any notice of termination delivered by CLIENT shall also be sent to: CMGRP, Inc., 909 Third Avenue, New York, NY 10022, Attn: Business & Legal Affairs.

15. **Entire Agreement; Severability.** This Agreement constitutes the parties' entire understanding of the matters set forth herein and supersedes any prior understanding or agreement concerning the subject matter hereof. This Agreement may only be modified in a writing signed by the parties hereto. In the event that any provision of this Agreement shall be

illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

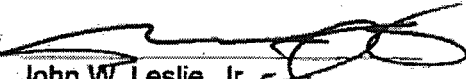
16. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one Agreement. Delivery of an executed counterpart of a signature page to this Agreement by hand, fax or portable document format (.pdf) shall be effective as the delivery of a fully executed counterpart of this Agreement.

17. Taxes. CLIENT shall be solely responsible to pay all taxes, however designated and of whatever nature, that are levied or imposed by reason of the transactions contemplated by this Agreement, including, without limitation, all sales, use, value-added, transfer, excise and other taxes, duties or surcharges, whether international, national, state or local, excluding, however, taxes based on WEBER's net income.

If the above meets with your approval, kindly indicate your consent by signing both enclosed originals of this letter where indicated, return one to us and retain the other for your files.

Very truly yours,

CMGRP, Inc. d/b/a Weber Shandwick

By: 
John W. Leslie, Jr.
Chairman

Date: 1/18/17

ACCEPTED AND AGREED

On behalf of the Arab Republic of Egypt

By: Khaled Fawzy
Major General Khaled Fawzy
Director General of the General Intelligence Service

Date: 1/18/2017