

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

REVISED

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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 .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 <i>Chlopak, Leonard, Schechter & Associates</i>	2. Registration No. <i>5774</i>
3. Name of Foreign Principal <i>Egyptian Press and Information Office</i>	

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Check Appropriate Boxes:

- 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 nature of the performance of the above indicated contract is advice on, design of and management of a strategic public relations and communications plan. The method of performance will be through the preparation of information in written and other media forms. The information will be disseminated in face-to-face meetings with officials, public speeches, interviews given to radio, TV, online and print journalists, in placement of articles in print media.

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

The registrant will engage in the following activities on behalf of the foreign principal: providing advice and planning on strategic public relations activities, and then designing and managing said activities through the use of media outreach, press releases, media/policy maker contact and events, and the public dissemination of information to government officials, the staff of government officials, news media and industry groups. The purpose of these activities is to advance the level of communication, awareness and media/policy maker attention of Egypt and otherwise supporting the Egyptian Press and Information Office.

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.

See above.

Date of Exhibit B	Name and Title	Signature
6/29/09	Shannon Hunt Partner Chiswick, Leonard, Echeverre & Associates	

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.



CHLOPAK LEONARD SCHECHTER
AND ASSOCIATES

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June 17, 2009

Karim A. Haggag
Counselor and Head
Press and Information Bureau
Embassy of Egypt
1666 Connecticut Avenue NW
Suite 440
Washington, DC 20009

Dear Karim:

This letter is designed to serve as an agreement between us as we begin working together on behalf of the Egyptian Press and Information Bureau. We look forward to working with you to implement the scope of work we have discussed and which is outlined in our memorandum of March 20th 2009 – titled “Egypt: Programmatic Framework” – and attached hereunder as Annex 1.

This letter sets forth the terms of our 'Agreement':

1. Effective April 1st 2009 until April 1st 2010 (twelve months), the Egyptian Press and Information Bureau (hereafter, “the Government”) will retain the professional services of Chlopak, Leonard, Schechter and Associates, Inc. (hereafter, "CLS") as communications counselors. This contract can be extended beyond April 1st 2010 with a simple letter of agreement amending this contract between the parties.
2. During the period of this agreement, CLS will work closely with the Government to provide strategic advice and counsel, create and produce communications materials, distribute materials to and interface with the media, and provide communication services as described in our annexed proposal.
3. In consideration for the above described services, the Government agrees to compensate CLS at a fixed fee of \$45,000 per calendar month (partial months to be billed pro-rata). Fees shall be invoiced and are payable within 30 days.

4. CLS will treat all documents as confidential. In the process of providing to the Government the services encompassed by this contract, CLS may receive or may otherwise obtain confidential information, the disclosure of which beyond the Government, its authorized agents, and CLS, is not authorized. CLS will not disclose or use any confidential information, in any form, for any purpose except with the Government's express approval. Information that is or becomes available in the public domain through no fault of CLS or any of CLS's employees will not be deemed confidential information that is subject to the provisions of this paragraph. This provision will survive beyond the conclusion or termination of this contract.
5. CLS will be entitled to bill all reasonable out-of-pocket expenses each month. Fax service is provided for a fee of \$.75 per page and copy service is provided for a fee of \$.25 per page. Telephone service is provided at-cost, plus applicable taxes and administrative fees.
6. CLS will bill all collateral material, advertising production, and outsourced services at cost, plus a standard 17.65% fee. CLS shall be entitled to receive a 50% deposit, in advance, for all approved collateral material and production expenses. For advertising placement, CLS will charge a commission based on the standard industry rate of 15%. However, CLS will undertake no expenditure above \$5,000 on behalf of the Government without express prior consent.
7. The Government agrees it will not offer employment to, or employ, a CLS employee for its own or another's benefit, either directly or through The Government's affiliated and subsidiary companies, either while the employee is employed by CLS, or for a period of one year after the employee ceases to be employed by CLS. This obligation shall remain in effect during the life of this agreement and for one year after the end of this agreement.
8. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have duly been given if delivered personally or mailed, first class mail, postage prepaid, return receipt requested, or by any other express delivery technique calling for receipted delivery, as follows:

If to CLS:

Chlopak, Leonard, Schechter and Associates, Inc.
Attn: Peter Schechter
1850 M Street, NW
Suite 550
Washington, DC 20036
(202) 289-5900
Fax: (202) 289-4141

If to the Government:

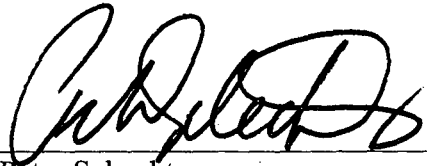
Karim A. Haggag
Counselor and Head
Press and Information Bureau
Embassy of Egypt
1666 Connecticut Avenue NW
Suite 440
Washington, DC 20009

9. Upon termination of this Agreement for any reason and payment of all earned amounts, CLS shall transfer or make available to the Government all Work Product in CLS's possession or control.
10. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter contained herein.
11. This Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia, without regard to its conflicts of law provisions. .
12. The terms and conditions of this contract may not be altered, changed or amended except by mutual written agreement of the Government and CLS or as otherwise expressly provided for in this agreement.
13. This agreement may be terminated without cause by either CLS or the Government upon receiving written notification at least 30 days prior to the intended date of termination, providing all fees and expenses have been paid in full through the 30 day termination period. Upon the termination of this Agreement, this Agreement shall cease to have any further effect (except as pertains to the provisions of this Agreement which specifically survive its termination).

Your signature and return to us of an original copy of this letter shall constitute acceptance of the terms defined herein.

Once again, thank you for this opportunity and your confidence in CLS. We look forward to working with you.

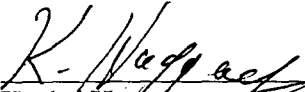
Sincerely,



Peter Schechter
Partner
Chlopak, Leonard, Schechter & Associates, Inc.

June 17, 2009
Date

Accepted:



Karim Haggag
Counselor and Head
Press and Information Bureau

JUNE 17, 2009
Date

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