

OMB No. 1124-0006; Expires May 31, 2020

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 <https://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: <https://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: <https://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, Counterintelligence and Export Control 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 Brownstein Hyatt Farber Schreck, LLP 410 Seventeenth Street Suite 2200 Denver, CO 80202-4437	2. Registration No. 5870
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3. Name of Foreign Principal Royal Government of the Kingdom of Cambodia	4. Principal Address of Foreign Principal 4530 16th Street NW Washington, DC 20011
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5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant
Federal Government, The Kingdom of Cambodia
- b) Name and title of official with whom registrant deals
H.E. Chum Sounry, Ambassador Extraordinary and Plenipotentiary of the Kingdom of Cambodia to the United States

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 N/A
- c) Principal aim N/A

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.)

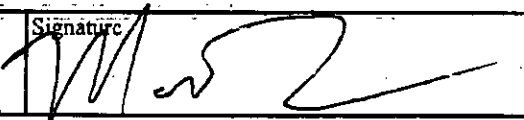
N/A

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
4/10/19	Marc S. Lampkin, managing Partner	

OMB No. 1124-0004; Expires May 31, 2020

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 <https://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: <https://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: <https://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, Counterintelligence and Export Control 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 Brownstein Hyatt Farber Schreck, LLP	2. Registration No. 5870
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3. Name of Foreign Principal

Royal Government of the Kingdom of Cambodia

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 attached executed Agreement will control the nature and performance of Registrant's activities.

FORM NSD-4
Revised 05/17

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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.
Provide government relations services and strategic counsel on matters before the US Government.


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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 response to #8 above.

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
4/10/19	Marc S. Lampkin, Managing Partner	

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.

**Brownstein Hyatt
Farber Schreck**

March 22, 2019

Alfred E. Mottur
Attorney at Law
202.872.5284 tel
202.296.7009 fax
amottur@bhfs.com

H.E. Chum Sounry

Ambassador Extraordinary and Plenipotentiary of the Kingdom
of Cambodia to the United States of America
Royal Embassy of Cambodia to the United States of America
4530 16th Street NW, Washington DC 20011

RE: Engagement Agreement for Policy Services

Dear H.E. Ambassador,

On behalf of Brownstein Hyatt Farber Schreck, LLP (the "Firm"), I thank the Royal Government of the Kingdom of Cambodia (the "RGC") for selecting the Firm to serve as non-exclusive policy advisors to the RGC with respect to matters relating to Cambodia. We are privileged and very pleased to work with you.

The purpose of this engagement letter and the Terms and Conditions - Policy Matters attached hereto (the "Terms") is to outline the mutually agreed scope of the Firm's engagement and our respective responsibilities and expectations. The Statement of Work - Policy Matters that is also attached hereto (the "Statement of Work") broadly describes the nature of the RGC's policy-related engagement of the Firm. The Terms and the Statement of Work are each incorporated into this letter by reference. This letter, the Terms and the Statement of Work are, collectively, the "Agreement".

- A. The Client: The RGC will be a client of the Firm during the term of this Agreement.
- B. Effectiveness of Agreement: This Agreement shall be effective from the date on which it has been counter-signed below by you, acting on behalf of the RGC.
- C. Applicability: This Agreement shall apply to the engagement of the Firm as outlined herein, as well as to any future policy-related engagements of the Firm by the RGC (unless the RGC and the Firm execute a separate agreement for any such future engagement).
- D. Supervision of Work: During the term of this Agreement, I will personally supervise and coordinate most of the work on this matter. I can be reached directly at (+1) 202.872.5284 and via email at amottur@bhfs.com.
- E. Staffing: Our team will include myself, Marc Lampkin, David Cohen, Ari Zimmerman, Brian McKeon, and Doug Maguire, with the assistance of experienced policy professionals, law clerks, assistants and other staff working with me.

1155 F Street NW, Suite 1200
Washington, DC 20004
main 202.296.7353

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- F. Quarterly Retainer Fee: Our quarterly retainer fee for this engagement will be US\$ 180,000, effective as from the date of counter-signing of this Agreement by the RGC and continuing through February 29, 2020. At that time, this Agreement will renew automatically for an additional twelve-month term on the same terms as are set forth herein, unless: (i) the parties have mutually agreed to a new arrangement; or (ii) this Agreement has been earlier terminated by the Firm or the RGC in accordance with its terms.
- G. Monthly Action Reports: The Firm shall be responsible to ensure that all team members and other individuals carrying out any work under this Agreement shall accurately record their actions specific to the scope of work, indicating the specific work or tasks performed, any documents produced, what communications or contacts have been made with persons outside the Firm, and the name of the person performing the work. The Firm agrees to submit to the RGC with each Firm invoice, a monthly action report that will detail clear and accurate records of the firm's activities.
- H. Reimbursement of Additional Costs: In the course of providing its services to the RGC, the Firm may need to incur certain costs. You agree to reimburse the Firm in accordance with the terms of this Agreement for all reasonable costs that the Firm actually incurs, including travel to and from Cambodia, provided, always, that such anticipated costs have been generally outlined by the Firm to, and authorized by, you in advance in writing, and (at the time reimbursement is requested by the Firm) are reasonably supported with duly issued receipts or similar documentation evidencing the nature, purpose, amount, date of incurrence, payment recipient and any other relevant information that may be reasonably requested by you.
- I. Billing Arrangements: The Firm will issue its invoices to you on a timely basis, covering the quarterly retainer fee and any other costs and expenses that have been agreed herein to be reimbursable to the Firm (and including supporting documentation therewith as described above). Additional information on billing, costs, rate changes and other factors affecting fees, other costs and charges, is set out in the Terms.
- J. Conflicts of Interest: The Firm has searched our conflicts database and has discovered no conflict of interest that would limit or impede, in any manner or to any extent, our representation of the RGC or prevent us from acting for the RGC as contemplated by this Agreement. The Firm regularly updates our conflicts database and undertakes to you periodically to review that database in order to confirm that no new conflict has arisen at any time which might adversely affect or limit our ability to work for the RGC. For the term of this Agreement and any extension or renewal hereof, we agree that the Firm will not accept any new work for any client, existing or new, which could pose a foreseeable conflict or potential conflict, or which could otherwise prevent the Firm from acting or continuing to act for the RGC as contemplated by this Agreement.
- K. Conditional Waiver: The Firm provides a wide array of public policy services to many clients around the world, including legislative and administrative representation on matters that may directly or indirectly affect the interests of the RGC or of Cambodia. Your counter-signature to this Agreement signifies that the RGC has waived objection to any conflict of interest that might be deemed to be created by our representation of other clients in legislative or administrative policy matters that are unrelated to the specific representation we have been asked to undertake on your behalf, and permits the Firm to represent other clients in

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advocating a change in law or policy even if that advocated change would or might have a direct or indirect adverse impact upon the interests of the RGC or of Cambodia, provided, however, that: (i) the Firm agrees to advise the RGC, promptly in writing, upon the Firm becoming aware of any such circumstance; and (ii) the RGC may terminate this Agreement if it deems that the adverse impact on the interests of the RGC or of Cambodia warrants such action.

- L. Appropriations: You agree that no compensation provided under the Agreement shall be paid from Federal appropriated funds, and that the RGC will take all necessary steps to comply with the Federal Acquisition Regulation's Limitations on the Payment of Funds to Influence Federal Transactions, 48 C.F.R. § 3.800 et seq (the "FAR Limitations"). The Firm agrees to advise you, with respect to any policy issue or action proposed in connection with the services provided under this Agreement, whether any such proposed issue or action is not or may not be in compliance with the FAR Limitations or any other applicable United States laws or regulations and to identify for you what steps would need to be followed by the RGC in order to ensure compliance.
- M. Government Contracts: We agree that the scope of the Firm's representation shall not include any acts that would induce or tend to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter. You understand and acknowledge that the Firm does not hold itself out as being able to obtain any government contract on any basis other than the merits of the matter.
- N. Foreign Agent Registration Requirements: You understand and acknowledge that the Firm may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA"), on behalf of the RGC and Cambodia and, thereafter, will be required to file the reports required by FARA, detailing its activities on behalf of the RGC and Cambodia.
- O. Taxes: The Firm shall be solely responsible for any and all taxes, charges, levies and other amounts that may be imposed by the United States, by any political subdivision or other authorized taxing authority of the United States, or any other jurisdiction (other than Cambodia) upon any payments of fees and/or reimbursement of costs and expenses made by the RGC to the Firm pursuant to this Agreement.
- P. Privilege & Confidentiality: Although the Firm is a law firm and its advice and activities are generally covered by attorney-client privilege, and many of the people with whom the RGC and persons acting on behalf of the RGC will work may be licensed attorneys, instances may occur in which the Firm's communications with the RGC or with such persons are not covered by the attorney-client privilege. Regardless of whether the attorney-client privilege applies, however, the Firm agrees: (i) to treat all communications, information and documents provided to the Firm by or on behalf of the RGC as confidential, in accordance with applicable Rules of Professional Conduct; (ii) to take all reasonable steps to try to ensure, insofar as possible, that attorney-client privilege is achieved and maintained by the Firm in regard to all matters relating to the RGC and the work to be carried out by the Firm for the RGC and Cambodia pursuant to this Agreement; and (iii) not to acknowledge, publicize, announce, post, confirm or otherwise communicate to any person, except as and to the extent required by applicable laws and regulations, the existence or nature of the Firm's engagement by the

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RGC under this Agreement, except with the prior express written consent of the RGC to do so.

Q. **Entire Agreement:** This Agreement contains all of the terms and conditions applicable to the Firm's engagement by the RGC.

R. **Amendment:** This Agreement may only be amended in a writing signed by a representative of the Firm and by you or another duly authorized representative of the RGC.

If the RGC agrees with the terms and provisions of this Agreement, please: (i) initial each page of this Agreement (including its attachments); (ii) countersign this letter where indicated below; and (iii) return the fully initialed and countersigned document to the Firm (marked to my attention) at your earliest opportunity.

Sincerely,

For and on Behalf of

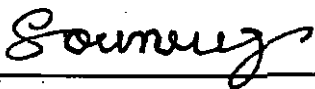
BROWNSTEIN HYATT FARBER SCHRECK, LLP

By 
Alfred E. Mottur

Acceptance of the Agreement:

I have read and understand this Agreement (including the Terms and the Statement of Work incorporated herein by reference). I am authorized to, and by my signature below do hereby, act on behalf of the RGC to engage Brownstein Hyatt Farber Schreck, LLP in accordance with the terms of this Agreement, such engagement effective as of the date below.

[29] March 2019



H.E. Chum Sounry
Ambassadors of Cambodia to the United States of America