

OMB No. 1124-0003; Expires May 31, 2020

U.S. Department of Justice  
Washington, DC 20530

**Amendment to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents 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 1.5 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<br><br>Hathaway Strategies, LLC | 2. Registration No.<br><br>6761 |
|---|---------------------------------|

3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- To correct a deficiency in
- Initial Statement
- Supplemental Statement for the period ending \_\_\_\_\_
- Other purpose (*specify*) Initial Statement, Exhibits A & B, and Short Form Registrations
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Exhibit C – Articles of Incorporation for Hathaway Strategies, LLC; Executed Contract between Larson Shannahan Slifka Group, LLC and Hathaway Strategies, LLC; Short Form Registration Statement Signature Form – Timothy Phelps; Revised Short Form Registrations - Anne Hathaway and Timothy Phelps

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

The Initial Registration Statement, filed by Hathaway Strategies, LLC on December 3, 2019 did not include the first three documents, listed above in Question 4. These documents are included in this Amendment to the Registration Statement, to correct the deficiencies. Also attached are revised Short Form Registrations for Anne Hathaway and Timothy Phelps.

See the Attachment for (1) revisions to the Initial Statement and Exhibits A & B and (2) explanations of the two revised Short Form Registration Statements.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature<sup>1</sup>)

\_\_\_\_\_  
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\_\_\_\_\_  
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<sup>1</sup> This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

U.S. Department of Justice  
Washington, DC 20530

**Registration Statement**

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In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Registration Statement, 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             | Printed Name            | Signature                      |
|------------------|-------------------------|--------------------------------|
| <u>12/1/2019</u> | <u>ANNE F. HATHAWAY</u> | <u><i>Anne F. Hathaway</i></u> |
| <hr/>            | <hr/>                   | <hr/>                          |
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| <hr/>            | <hr/>                   | <hr/>                          |

**Attachment**

**Amendments to Registration Statement & Exhibits**

**Registration Statement:**

The responses to Questions 7, 13 and 15 should list the “foreign principal” as follows:

“Royal Embassy of Saudi Arabia through Larson Shannahan Slifka Group, LLC.”

The response to Question 15 should list Larson Shannahan Slifka Group, LLC as an entity that will participate in the preparation or dissemination of informational materials.

**Exhibit A:**

The response to Questions 4 should list the “foreign principal” as follows:

“Royal Embassy of Saudi Arabia through Larson Shannahan Slifka Group, LLC.”

**Exhibit B:**

The response to Questions 3 should list the “foreign principal” as follows:

“Royal Embassy of Saudi Arabia through Larson Shannahan Slifka Group, LLC.”

The response to Question 8 should read as follows:

“Hathaway Strategies, LLC will provide the following services to the Royal Embassy of Saudi Arabia through Larson Shannahan Slifka Group, LLC: strategic and government affairs advice, public relations and communications advice and services, and outreach and engagement with the public and the media.”

The response to Question 9 should read as follows:

“Hathaway Strategies, LLC will provide its media outreach and engagement efforts across select media markets throughout Indiana. Hathaway Strategies, LLC will also provide strategic counsel, local community engagement, public relations and media management services to the Client.”

State of Indiana  
Office of the Secretary of State  
CERTIFICATE OF ORGANIZATION  
of  
HATHAWAY STRATEGIES LLC

I, Todd Rokita, Secretary of State of Indiana, hereby certify that Articles of Organization of the above Domestic Limited Liability Company (LLC) have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented confirms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, June 03, 2009.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 03, 2009

A handwritten signature in cursive script that reads "Todd Rokita".

TODD ROKITA,  
SECRETARY OF STATE

2009060300444 / 2009060312964

RECEIVED 06/03/2009 12:33 PM

APPROVED AND FILED  
TODD ROKITA  
INDIANA SECRETARY OF STATE  
6/3/2009 12:35 PM

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**ARTICLES OF ORGANIZATION**

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Formed pursuant to the provisions of the Indiana Business Flexibility Act.

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**ARTICLE I – NAME AND PRINCIPAL OFFICE**

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HATHAWAY STRATEGIES LLC  
4505 N. Delaware Road, Indianapolis, IN 46205

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**ARTICLE II – REGISTERED OFFICE AND AGENT**

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Anne Frances Hathaway  
4505 N. Delaware Road, Indianapolis, IN 46205

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**ARTICLE III – GENERAL INFORMATION**

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Effective Date: 6/3/2009

What is the latest date upon which the Perpetual  
entity is to dissolve?:

Who will the entity be managed by?: Managers

Electronic Signature: Anne Frances Hathaway



**EIN Assistant**

Your Progress: 1. Identity 2. Authenticate 3. Addresses 4. Details 5. EIN Confirmation

**Congratulations! The EIN has been successfully assigned.**

**EIN Assigned: 27-0296017**

**Legal Name: HATHAWAY STRATEGIES LLC**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.



**Help Topics**

- Can the EIN be used before the confirmation letter is received?

**EIN Assistant**

Your Progress: 1. Identify 2. Authenticate 3. Addressess 4. Details 5. EIN Confirmation

**Summary of your information**

Please review the information you are about to submit. If any of the information below is incorrect, you will need to [start a new application](#).

Click the "Submit" button at the bottom of the page to receive your EIN.

**Organization Type: LLC****LLC Information**

Legal name: HATHAWAY STRATEGIES LLC  
 County: MARION  
 State/Territory: IN  
 Start date: JUNE 2009  
 State/Territory where articles of organization are (or will be) filed: IN

**Addresses**

Physical Location: 4505 NORTH DELAWARE ROAD  
 INDIANAPOLIS IN 46205  
 Phone Number: 317-431-9259  
 TPD Name: JULIE A MARTIN  
 TPD Address: ONE INDIANA SQUARE STE 3500  
 INDIANAPOLIS IN 46204  
 TPD Phone Number: 317-713-4407

**Responsible Party**

Name: ANNE FRANCES HATHAWAY SOLE MBR  
 SSN/TIN: XXX-XX-4689

**Employee Information**

Date wages or annuities will be paid: JULY 2009  
 Number of agricultural employees: 0  
 Number of other employees: 1  
 Wages of \$4000 or less during calendar year: YES

**Principal Business Activity**

What your business/organization does: CONSULTING  
 Principal products/services: GRASS ROOTS PUBLIC RELATIONS

**Additional LLC Information**

EIN Individual Request - Online Application

|   |                        |
|---|------------------------|
| Owens a 55,000 pounds or greater highway motor vehicle: | NO                     |
| Involves gambling/wagering:                             | NO                     |
| Involves alcohol, tobacco or firearms:                  | NO                     |
| Files Form 720 (Quarterly Federal Excise Tax Return):   | NO                     |
| Has employees who receive Forms W-2:                    | YES                    |
| Reason for Applying:                                    | STARTED A NEW BUSINESS |

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We strongly recommend you print this summary page for your records as this will be your only copy of the application. You will not be able to return to this page after you click the "Submit" button.

Click "Submit" to send your request and receive your EIN.



Once you submit, please wait while your application is being processed. It can take up to two minutes for your application to be processed.



510 East Locust Street  
Suite 200  
Des Moines, Iowa 50309

### **Agreement for Services**

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**WHEREAS**, LS2group ("Client"), an Iowa Limited Liability Corporation, proposes to retain the services of **Hathaway Strategies, LLC** ("Consultant") to consult with on various public affairs matters of relevance to LS2group solely as an independent contractor, and to perform consulting services ("Services") as set forth in this Agreement ("Agreement").

**WHEREAS**, when accepted and signed by both Consultant and Client, this document will constitute our Agreement for those Services.

**NOW, THEREFORE**, this Agreement is made effective as of **November 22, 2019** between Client and Consultant.

### **Term, Services and Compensation**

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Consultant is hereby retained to engage in public relations and media management services for Client. Consultant will also provide government relations work for Client. Specific issues to be addressed and services to be performed by Consultant will be communicated on a regular basis to Consultant as determined by Client.

This Agreement shall become effective as of **November 22, 2019**, and shall continue until **October 31, 2020**, unless terminated earlier. Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time giving ten (10) business days written notice to the other party. Client shall continue to pay to Consultant on a pro-rate basis the monthly fee set forth in this agreement until proper notification is given.

The specific consulting Services and the specific times such Services are to be performed shall be mutually agreed upon by Consultant and Client or such other person as Client may designate on behalf of Client. Client expects Consultant to devote the number of hours as is reasonably necessary to fulfill the purposes of this Agreement.

Consultant will be in control of the manner and means of the performance of the Services provided under this Agreement, and Consultant will provide reports to Client on a timely basis regarding the specific Services performed and regarding the status of assignments given.

Consultant shall be paid a total fee at the monthly rate of **\$10,000 per month** for Services during the period this Agreement remains in effect. In addition, Client will pay Consultant an additional amount as reimbursement of **PRE-APPROVED** business expenses reasonably incurred by Consultant incident to proper completion of Services under this Agreement.

Consultant agrees to provide Client, in a form acceptable to Client, a written listing of all necessary out-of-pocket business expenses incurred by Consultant in connection with this Agreement (such as travel expenses, and other communication charges), together with originals or copies of supporting receipts or other documentation, understanding expenses will only be reimbursed if pre-approved by Client and appropriate for the completion of the project.

Consulting fee and expense reimbursement invoices are due to Client in a timely manner. Each invoice shall contain a description of the project that Consultant is undertaking pursuant to each order along with documentation of time tracking hours for the Services performed, and the expense invoice should reflect expenses incurred during the previous 30-day period.

The monthly fee will not be paid to Consultant unless: 1) This Consulting Services Agreement has been signed and returned by Consultant; and 2) the Consultant has submitted the respective monthly invoice 3) LS2group has been paid in full by the end client.

The invoice shall be sent by email or mail to LS2group, 510 East Locust, Ste 200, Des Moines, Iowa 50309.

It is understood and agreed that LS2group will invoice the end client for Consultant's services after LS2group receives an invoice from Consultant. LS2group shall pay Consultant's invoice within fifteen (15) days of receiving payment on such invoice from end client. In no event shall LS2group be liable to pay Consultant any amount for Consultant's fees or expenses unless and until such amount has been advanced or reimbursed by end client to LS2group.

Consultant will keep Client informed from time to time as to the identity of any individual or individuals employed and/or retained by Consultant who may be performing services on Consultant's behalf under this Agreement. Actual direction and control of such employees, agents and independent contractors shall at all times be Consultant's responsibility.

If any employee, agent, or independent contractor of Consultant's performs Services under this Agreement in an unsatisfactory manner or otherwise is not acceptable to Client or its client, Client will inform Consultant and Consultant agrees to remove such employee, agent or independent contractor from any and all work Consultant is performing for Client or any of its clients under this Agreement.

Consultant shall be responsible for all Services to be provided under this Agreement. Consultant warrants that all Services under this Agreement shall be performed and completed in a professional, ethical, and competent manner. Consultant agrees to indemnify Client and its client or clients for whom Consultant is providing services and hold them harmless from any cost or expenses, including attorney fees, resulting from any and all liability or loss arising in any way out of the performance of Services under this Agreement.

All services rendered by Consultant under the terms of this Agreement will be rendered in accordance with all applicable federal and state laws and regulations, including, without limitation, the Federal Election Campaign Act of 1971, as amended, the Gift Rules Guidelines of the United States Senate and House of Representatives, the Standards of Ethical Conduct of Employees of the Executive Branch, and the Lobbying Disclosure Act of 1995, as amended, and the Political Reform Act. Furthermore, in relation to the Services Consultant will provide under this Agreement, Consultant will appropriately and timely file with governmental entities any and all disclosures and other reports as may be required by law or regulation. In addition, Consultant shall maintain a record retention protocol that is necessary for compliance with state and federal statutes and rules, including but not limited to the retention of billing records, time sheets, lobbying records, bank statements, and tax documents.

#### **Confidentiality**

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Consultant acknowledges that Consultant may have access to written, computerized, oral, and other confidential information, which is highly proprietary to Client and its clients, and the disclosure

of which, beyond Client and its employees and consultants, is not authorized. Consultant agrees that Consultant will not disclose or use any confidential information, in any form, for any purpose, except with Client's express, written, prior approval or with the express written, prior approval of such designee as Client may choose. This provision does not apply to information already in the public domain through no fault of Consultant, or disclosure required by law or court order.

Consultant will assume that all information Consultant will receive in the course of Consultant's consulting Services under this Agreement is confidential, unless such information clearly is in the public domain.

Consultant (and Consultant's employees, agents, or independent contractors) will not, during or after the term of this Agreement, directly or indirectly, use, disseminate, or disclose to any person, firm or other business entity for any purpose whatsoever, any information which was disclosed to Consultant as a consequence of or through Consultant's services to Client or any of its clients under this Agreement.

Each employee, agent, or independent contractor of Consultant's who provides Services under this Agreement must sign Consultant's own confidentiality agreement adhering to the provisions of this Agreement. Consultant will keep such agreements on file, and Client may request copies of such agreements at any time.

Immediately upon the termination of this Agreement, Consultant will deliver to Client (without retaining any copies thereof), any and all documents, magnetic tape recordings, computer disks and files, work products, statements or other written information obtained from Client or any of its clients that contain, are based upon, or are generated from confidential information.

Further, all other documents constituting confidential information shall be destroyed unless any such documents relate in any way to a legal action or subpoena involving Client or any of its clients, or other legal requirement to maintain certain records. The return and destruction of documents herein shall in no way obviate Consultant's obligations to maintain the confidentiality of the confidential information.

In furtherance of client confidentiality, Consultant hereby affirms that Consultant has in place, and in force, a Document Retention Policy that is reasonable and necessary in the context in which Consultant and Consultant's consulting business is engaged.

Consultant acknowledges that any violation by Consultant of these confidentiality provisions (or any violation by any employee, agent, or independent contractor of Consultant's) at any time both during and after the term of this Agreement will produce severe damage and injury to Client and/or its clients.

In the event of the breach, or threatened breach, by Consultant of these provisions, Client and/or its clients shall be entitled to seek injunctive relief, both preliminary and permanent, enjoining and restraining such breach or threatened breach.

These remedies shall be in addition to all other remedies available to Client and its clients in law or in equity, including but not limited to the right to recover from Consultant any and all damages that may be sustained as a result of the breach. If an attorney is retained to enforce these confidentiality provisions, the prevailing party shall be entitled to reasonable attorneys' fees, including any such fees set by the trial or appellate court upon trial or appeal.

**Loyalty, Non-Solicitation and Agreement Not to Compete**

During the term of this Agreement, Consultant may provide services to other parties provided such services do not conflict with the interests of Client or the Client's client for which Consultant is performing Services under the terms of this Agreement, or otherwise interfere with the Services to be rendered under this Agreement. With respect to any work Consultant may perform for other parties where such work could be reasonably perceived to be in conflict with Client or the Client's client for which Consultant is performing Services under the terms of this Agreement, Consultant will keep Client informed from time to time as to the identity of any such parties to whom Consultant is providing services as well as providing information as to the nature and scope of activities Consultant is providing for such parties.

During the term of this Agreement, Consultant (and Consultant's employees, agents, and independent contractors) will refrain from any action or conduct, which is inimical or opposed to the interests of Client or the Client's client for which Consultant is performing Services. Consultant will promptly advise Client of any possible conflict of interest.

Consultant (and Consultant's employees, agents, and independent contractors) shall not at any time during the term of this Agreement, or for a period of 18 months immediately following the termination of this Agreement, for Consultant or for any other person or entity, seek to perform or perform any services for any client of Client that Consultant performed services for during the last 12 months prior to Consultant's termination.

Consultant (and Consultant's employees, agents, and independent contractors) further agree that for a period of 18 months immediately following Consultant's termination, Consultant shall not directly or indirectly entice, encourage or otherwise ask current Client's employees or consultants to leave their current employment or consulting engagement with Client to work with or for any other person or entity that is engaged in the same line(s) of business that Client is engaged.

**General Provisions**

The rights and obligations under this Agreement may not be assigned or delegated, in whole or in part, to any other party or parties without the prior written consent of Client to any such assignment or subcontract shall not relieve Consultant of any liability for the performance of this Agreement may withhold its consent in its sole and unfettered discretion.

To the extent that the work product delivered to Client hereunder includes material subject to copyright, Consultant agrees that the work product is done as a "work for hire" as that term is defined under United States copyright law, and that as a result, Client shall own all copyrights in the work product. To the extent that the work product does not qualify as a work for hire under applicable law, and to the extent that the work product includes material subject to copyright, patent, trade secret, or other proprietary right protection, Consultant hereby assigns to Client, its successors and assigns, all right, title and interest in and to the work product, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). Consultant shall execute and deliver such instruments and take such other action as may be required and requested by Client to carry out the assignment contemplated by this paragraph. Any documents, magnetically or optically encoded media, or other materials created by Consultant pursuant to this Agreement shall be owned by Client and subject to the terms of this paragraph.

All rights of the parties under this Agreement shall survive the conclusion or termination of this Agreement. Notwithstanding the preceding paragraph, Client shall have the right to terminate this Agreement at any time, or in the event that (a) Consultant fails to perform Consultant's Services with the highest standards of skill and care, (b) Consultant is otherwise in breach of any of the terms of this Agreement, or (c) upon the termination of any agreement between Client and its client(s) for the Services Consultant is to perform under this Agreement. If this Agreement is terminated for any reason, Client will be obligated to pay Consultant for all Services performed under this Agreement through the date of termination, and shall have no further obligation under this Agreement thereafter.

Consultant shall act as an independent contractor in performing the Services described in this Agreement. Nothing contained herein shall be deemed to make Consultant the agent, employee, joint venturer, or partner of Client or any of its clients, or to be deemed to provide Consultant with the power or authority to act for or on behalf of Client or any of its clients, or to bind Client or any of its clients to any contract, agreement, or arrangement with any other person, except as specifically set forth herein.

Personnel supplied by Consultant will be deemed to be Consultant's employees, representatives, agents or subcontractors, and will not for any purpose be considered employees or agents of Client or any of its clients. Client or any of its clients will not be responsible for the payment of, or withholding of, federal and state income taxes, payroll taxes, social security taxes, health insurance, unemployment insurance, workers compensation insurance, and any other similar personnel costs in connection with the Services performed under this Agreement. Under no circumstances will Consultant or any of Consultant's employees or subcontractors or representatives be entitled to any form of fringe benefit or employee benefit from Client, including, but not limited to, any pension, deferred compensation, 401(k), retirement, disability, health insurance or life insurance benefit or coverage, and Consultant, Consultant's employees, representatives, agents and subcontractors expressly and irrevocably waive any such entitlement.

Consultant agrees to procure from the proper authority all permits and licenses which may be required in Consultant's performance of the Services, and to pay all excise, license, occupation, and other taxes which may become payable to any authority by reason of the Services. Consultant agrees to comply, and shall ensure that Consultant's employees, agents and/or subcontractors comply, with all federal, state, county, and municipal laws, rules, regulations, and ordinances applicable to the performance of the Services.

Except as provided in the paragraph immediately below, the parties agree that any action or proceeding arising out of or relating to this Agreement and all claims in respect of the action or proceedings may be heard and determined in a court with jurisdiction sitting in the State of Iowa. This Agreement shall be governed and construed in accordance with and pursuant to the laws of the State of Iowa without giving effect to any choice of conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Iowa.

Notwithstanding the provisions of the paragraph immediately above, Client may, at its election, and prior to the filing of any action in any court by either Client or Consultant, refer any dispute or controversy between the parties arising from or relating to this Agreement to binding arbitration to be held in the State of Iowa, in accordance with the rules of the American Arbitration Association then in effect.

If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be

affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be valid.

The failure of either party hereto at any time to require performance by the other party of any provision of this Agreement shall in no way effect the right of such party thereafter to enforce the same, nor shall any waiver of any breach of any provision hereof by the other party be taken or held to be a waiver by such party of any succeeding breach of such provisions, or as a waiver of the provision itself.

Each party shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby. If any action is brought to enforce, or to construe or determine the validity of, any term or provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs of the action. All notices, requests, demands, and other communications which are required or may be given under this Agreement, except as herein provided, shall be in writing and shall be deemed to have been duly given when received if personally delivered, two (2) days after it is sent if sent by recognized expedited delivery service; and upon receipt, if mailed, certified mail, return receipt requested. In each case communications shall be sent to the address set forth below the party's name on the signature page hereto.

This Agreement supersedes all prior oral or written proposals, communications or other agreements related to the subject matter of this Agreement. This Agreement constitutes the entire understanding between Consultant and Client with regard to the subject matter of this Agreement and no amendment or change shall be binding upon the parties unless in writing and signed by both parties.

The undersigned have executed this Agreement on the dates written below their signatures and to be effective as of the date in paragraph # 2 above.

**Client:**

LS2group  
510 East Locust, Ste 200  
Des Moines, Iowa 50309

By: [Signature]

Date: 12-3-19

**Consultant:**

Hathaway Strategies, LLC  
303 North Alabama Street, Suite 390  
Indianapolis, IN 46204

By: Anne Hathaway

Date: 11/26/19

EIN/SSN: 27-0296017

OMB No. 1124-0005; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

## Short Form Registration Statement

### Pursuant to the Foreign Agents Registration Act of 1938, as amended

**INSTRUCTIONS.** Each partner, officer, director, associate, employee, and agent of a registrant is required to file a short form registration statement unless he engages in no activities in furtherance of the interests of the registrant's foreign principal or unless the services he renders to the registrant are in a secretarial, clerical, or in a related or similar capacity. Compliance is accomplished by filing an electronic short form registration statement 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 and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .429 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.

|  |   |
|--|---|
| <b>1. Name</b><br>Anne Frances Hathaway  | <b>2. Registration No.</b><br>  |
| <b>3. Residence Address(es)</b><br>4505 N Delaware Avenue<br>Indianapolis, IN 46205                                  | <b>4. Business Address(es)</b><br>303 N Alabama Street, Suite 390<br>Indianapolis, IN 46204         |
| <b>5. Year of Birth</b> 1960<br><br><b>Nationality</b> United States<br><br><b>Present Citizenship</b> United States | <b>6. If present citizenship was not acquired by birth, indicate when, and how acquired.</b><br>N/A |
| <b>7. Occupation</b> President of Hathaway Strategies, LLC   |   |

|   |  |
|---|--|
| <b>8. What is the name and address of the primary registrant?</b><br><b>Name</b> Hathaway Strategies, LLC | <b>Address</b> 303 N Alabama Street, Suite 390<br>Indianapolis, IN 46204 |
|---|--|

**9. Indicate your connection with the primary registrant:**

|   |                                    |                                   |  |
|---|------------------------------------|-----------------------------------|--|
| <input type="checkbox"/> partner  | <input type="checkbox"/> director  | <input type="checkbox"/> employee | <input type="checkbox"/> consultant    |
| <input type="checkbox"/> officer  | <input type="checkbox"/> associate | <input type="checkbox"/> agent    | <input type="checkbox"/> subcontractor |
| <input checked="" type="checkbox"/> other ( <i>specify</i> ) <u>President</u> |                                    |                                   |  |

**10. List every foreign principal to whom you will render services in support of the primary registrant.**  
 Royal Embassy of Saudi Arabia through Larson Shannahan Slifka Group, LLC

**11. Describe separately and in detail all services which you will render to the foreign principal(s) listed in Item 10 either directly, or through the primary registrant listed in Item 8, and the date(s) of such services. (If space is insufficient, a full insert page must be used.)**  
 Provide strategic and government affairs advice, public relations and communications advice and services, and outreach and engagement with the public and the media.

12. Do any of the above described services include political activity as defined in Section 1(o) of the Act and in the footnote below?

Yes  No

If yes, describe separately and in detail such political activity.

Hathaway Strategies, LLC, working in conjunction with the Larson Shannahan Slifka Group, LLC. and the Royal Embassy of Saudi Arabia, will promote good relations between the United States and the Kingdom of Saudi Arabia by disseminating information to the public, government officials and the media.

13. The services described in Items 11 and 12 are to be rendered on a

full time basis  part time basis  special basis

14. What compensation or thing of value have you received to date or will you receive for the above services?

Salary: Amount \$ \_\_\_\_\_ per \_\_\_\_\_  Commission at \_\_\_\_\_ % of \_\_\_\_\_

Salary: Not based solely on services rendered to the foreign principal(s).

Fee: Amount \$ \_\_\_\_\_  Other thing of value \_\_\_\_\_

15. During the period beginning 60 days prior to the date of your obligation to register to the time of filing this statement, did you make any contributions of money or other things of value from your own funds or possessions and on your own behalf in connection with any election to political office or in connection with any primary election, convention, or caucus held to select candidates for any political office? Yes  No

If yes, furnish the following information:

| Date | Amount or Thing of Value | Political Organization or Candidate | Location of Event |
|------|--------------------------|-------------------------------------|-------------------|
|------|--------------------------|-------------------------------------|-------------------|

### 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 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 signature)

\_\_\_\_\_  
(Signature)

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.



OMB No. 1124-0005; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

## Short Form Registration Statement

### Pursuant to the Foreign Agents Registration Act of 1938, as amended

**INSTRUCTIONS.** Each partner, officer, director, associate, employee, and agent of a registrant is required to file a short form registration statement unless he engages in no activities in furtherance of the interests of the registrant's foreign principal or unless the services he renders to the registrant are in a secretarial, clerical, or in a related or similar capacity. Compliance is accomplished by filing an electronic short form registration statement 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 and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .429 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.

|   |  |
|---|--|
| <p>1. Name<br/>Timothy Robert Phelps</p>  | <p>2. Registration No.</p>   |
| <p>3. Residence Address(es)<br/>14 E. Washington Street<br/>Indianapolis, IN 46204</p>  | <p>4. Business Address(es)<br/>303 N Alabama Street, Suite 390<br/>Indianapolis, IN 46204</p>        |
| <p>5. Year of Birth 1984<br/><br/>Nationality United States<br/><br/>Present Citizenship United States</p>  | <p>6. If present citizenship was not acquired by birth, indicate when, and how acquired.<br/>N/A</p> |
| <p>7. Occupation Vice President of Hathaway Strategies, LLC</p>   |  |
| <p>8. What is the name and address of the primary registrant?<br/>Name Hathaway Strategies, LLC<br/>Address 303 N Alabama Street, Suite 390<br/>Indianapolis, IN 46204</p>  |  |
| <p>9. Indicate your connection with the primary registrant:</p> <p> <input type="checkbox"/> partner                      <input type="checkbox"/> director                      <input type="checkbox"/> employee                      <input type="checkbox"/> consultant<br/> <input type="checkbox"/> officer                              <input type="checkbox"/> associate                      <input type="checkbox"/> agent                              <input type="checkbox"/> subcontractor<br/> <input checked="" type="checkbox"/> other (specify) <u>Vice President</u> </p> |  |
| <p>10. List every foreign principal to whom you will render services in support of the primary registrant.<br/>Royal Embassy of Saudi Arabia through Larson Shannahan Slifka Group, LLC</p>   |  |
| <p>11. Describe separately and in detail all services which you will render to the foreign principal(s) listed in Item 10 either directly, or through the primary registrant listed in Item 8, and the date(s) of such services. (If space is insufficient, a full insert page must be used.)<br/>Provide strategic and government affairs advice, public relations and communications advice and services, and outreach and engagement with the public and the media.</p>  |  |

FORM NSD-6  
Revised 05/17

12. Do any of the above described services include political activity as defined in Section 1(o) of the Act and in the footnote below?

Yes  No

If yes, describe separately and in detail such political activity.

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13. The services described in Items 11 and 12 are to be rendered on a

full time basis  part time basis  special basis

14. What compensation or thing of value have you received to date or will you receive for the above services?

Salary: Amount \$ \_\_\_\_\_ per \_\_\_\_\_  Commission at \_\_\_\_\_ % of \_\_\_\_\_  
 Salary: Not based solely on services rendered to the foreign principal(s).  
 Fee: Amount \$ \_\_\_\_\_  Other thing of value \_\_\_\_\_

15. During the period beginning 60 days prior to the date of your obligation to register to the time of filing this statement, did you make any contributions of money or other things of value from your own funds or possessions and on your own behalf in connection with any election to political office or in connection with any primary election, convention, or caucus held to select candidates for any political office? Yes  No

If yes, furnish the following information:

| Date | Amount or Thing of Value | Political Organization or Candidate | Location of Event |
|------|--------------------------|-------------------------------------|-------------------|
|------|--------------------------|-------------------------------------|-------------------|

**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 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 signature)

\_\_\_\_\_  
 (Signature)

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

OMB No. 1124-0005; Expires May 31, 2020

U.S. Department of Justice  
Washington, DC 20530

**Short Form Registration Statement**

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In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Short Form Registration Statement, 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

Printed Name

Signature

12/3/2019

Timothy R. Phelps

