

Privacy Act Statement. 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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, Criminal 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.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Akin Gump Strauss Hauer & Feld LLP	2. Registration No. 3492
3. Name of foreign principal Federal Republic of Yugoslavia	4. Principal address of foreign principal National Bank of Yugoslavia Kralja Petra 12, 11000 Belgrade, Yugoslavia

5. Indicate whether your foreign principal is one of the following:

- Foreign government
- 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. **National Bank of Yugoslavia**
- b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

- a) Principal address.
- b) Name and title of official with whom registrant deals.
- c) Principal aim

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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

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.)*

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.

Date of Exhibit A	Name and Title	Signature
7/28/02	Jonathan Joyce	

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.

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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, Criminal 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 Akin Gump Strauss Hauer & Feld LLP	2. Registration No. 3492
3. Name of Foreign Principal Federal Republic of Yugoslavia	

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.

Provide strategic advice to the FRY on economic and financial relations with the United States and other members of the international community.

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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 strategic advice to the FRY on economic and financial relations with the United States and other members of the international community.

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.

Communicate with Government officials regarding financial and economic policies affecting the FRY.

Date of Exhibit B	Name and Title J. Jonathan Joyce	Signature
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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 interests, policies, or relations of a government of a foreign country or a foreign political party.

RETAINER AGREEMENT

THIS RETAINER AGREEMENT (this "Agreement") dated as of June 1, 2002 by and between AG GLOBAL SOLUTIONS, a subsidiary of AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P. based in Washington D.C., and the NATIONAL BANK OF YUGOSLAVIA (the "NBY").

WITNESSETH:

WHEREAS, the NBY requires certain technical and strategic advisory services, as more fully described herein (the "Services" or the "Project"), with respect to the management of various external financial and economic relations of the Federal Republic of Yugoslavia ("FRY");

WHEREAS, AG GLOBAL SOLUTIONS, including specifically Mark Medish and Daniel Lucich, possesses expertise with respect to the Services requested by the NBY and is willing to render the Services to the NBY on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1: Services. The NBY hereby engages AG GLOBAL SOLUTIONS, and AG GLOBAL SOLUTIONS hereby agrees, to render the Services with respect to the Project. The services shall be under the direction of Mark Medish and Daniel Lucich.

SECTION 2: Scope of Services. AG GLOBAL SOLUTIONS shall use its best efforts to render the following Services:

- (a) Assisting the NBY, and other FRY authorities as directed by the NBY, with the resolution of issues relating to SFRY state succession, specifically the distribution of assets pursuant to the Succession Agreement, as well as the status and recovery of blocked FRY state assets, primarily in the United States, including technical advice and advocacy (except that assistance with respect to litigation or arbitration of these issues would be covered in a separate agreement between the parties);
- (b) Assisting the NBY, and other FRY authorities as directed by the NBY, with strategic advice on the London Club negotiations currently under way; strategic aspects of FRY external financial and economic relations, including most favored nation status and WTO accession; external relations with the international financial institutions (such as the International Monetary Fund, the World Bank, and the European Bank for Reconstruction and Development); and external relations with appropriate counterparts and entities in the G7 countries, primarily in the United States;
- (c) Assisting the NBY, and other FRY authorities as directed by the NBY, with strategic advice on attracting capital for infrastructure development, including

possible design of an equity fund or funds mobilizing donor and private capital for Yugoslavia and/or the region (except that associated legal services, capital raising activities, and fund management would be covered in a separate agreement between the parties);

- (d) Assisting the NBY, and other FRY authorities as directed by the NBY, with such other additional strategic or technical matters as may from time to time be mutually agreed between the parties (as memorialized in writing between the parties).

SECTION 3: Compensation. The compensation for the above-referenced Services shall be as follows:

- (a) A ratable monthly retainer of \$50,000.00 (fifty thousand US Dollars) during the Term of the Agreement, as specified in section 5 below; and
- (b) Reimbursement of reasonable out-of-pocket expenses including business class airfare, international standard hotels, meals, telecommunications, photocopying and ground transportation with an overall limit of \$150,000 (one hundred fifty thousand US Dollars) for the duration of the Agreement. Such expenses shall be invoiced to the NBY on a monthly basis, in accordance with policies and procedures to be agreed between the NBY and AG GLOBAL SOLUTIONS at the outset of the Project. Additional out-of-pocket expenses may be granted to AG GLOBAL SOLUTIONS, provided AG GLOBAL SOLUTIONS receives a written approval from the NBY for such expenditures.

SECTION 4: Payment. Monthly retainer payments under this Agreement shall be due and payable by the Government at the end of the billing period, not later than within 21 days following receipt of AG GLOBAL SOLUTIONS' invoice. The billing period that will start with the 1st of each month during the Term hereof.

Reimbursement of out-of-pocket expenses shall be made within 21 days following receipt of AG GLOBAL SOLUTIONS' invoice therefor.

All payments by the NBY under this Agreement shall be made to the account of AG GLOBAL SOLUTIONS as follows:

Bank: Citibank, NA
Address: 399 Park Avenue
New York, NY 10022
ABA #: 0210-0008-9
Account #: 3044-7604
Ref: AG Global Solutions - NBY

SECTION 5: Term and Termination.

- (a) *Initial Term.* The initial Term of this Agreement shall be for twelve (12) months from June 1, 2002 through May 31, 2003, *provided* that the parties

may terminate the Agreement upon at least sixty (30) days prior written notice to the other party.

- (b) *Extension.* This Agreement may be extended for one or more additional terms by mutual agreement of the parties.
- (c) *Termination for Breach.* This Agreement may be terminated at any time by either of the parties if the other party hereto is in material breach of its obligations hereunder for a period of thirty (30) days and fails to cure such breach within fifteen (15) days after written notice from the non-breaching party specifying in reasonable detail the nature and particulars of the alleged breach.
- (d) If this Agreement is terminated for any reason whatsoever, the NBY shall immediately pay to AG GLOBAL SOLUTIONS all outstanding fees and outstanding incurred expenses.

SECTION 6: Taxes. All amounts due to AG GLOBAL SOLUTIONS under this Agreement shall be made without deduction or withholding for or on account of any income taxes, or other fees, taxes, charges or deductions, relating to payments for the Services to be performed hereunder (the "Taxes"); provided, however, in the event the NBY is required by operation of law or otherwise to withhold any such Taxes in the FRY, all amounts due under the Agreement shall be increased by an amount as shall be necessary to yield to AG GLOBAL SOLUTIONS the full amount it would have received had such payments been made without the withholding of such Taxes.

SECTION 7: Confidential Information. The NBY agrees to provide AG GLOBAL SOLUTIONS access to information reasonably required to render the Services. AG GLOBAL SOLUTIONS acknowledges that in the course of its rendering the Services it may receive certain confidential or sensitive information concerning the business and affairs of the NBY and the FRY Government, and their officials and employees, including (but not limited to) memoranda, studies, files, data and other confidential information and knowledge concerning the affairs of the NBY and the FRY Government (hereinafter collectively referred to as "Confidential Information") which the NBY and the FRY Government desire to protect and treat as proprietary. AG GLOBAL SOLUTIONS understands that such Confidential Information is to remain confidential, and it agrees not to disclose the content of such Confidential Information to anyone outside the NBY and the FRY Government during or after the term of this Agreement except as the NBY or the FRY Government may authorize or as may be required by law or pursuant to an order of a court or administrative tribunal having jurisdiction over AG GLOBAL SOLUTIONS. Confidential Information does not include information that is generally available to the public. Upon termination of this Agreement for any reason whatsoever, AG GLOBAL SOLUTIONS further agrees to return all copies of such Confidential Information. The provisions of this Section 7 shall survive the termination of this Agreement.

SECTION 8: Representation and Warranties. Each party hereby represents and warrants to the other that it has the power and authority to consummate the transactions contemplated herein, that all actions taken pursuant hereto have been duly authorized by all necessary action, and that all necessary consents and approvals have been obtained. The signatories

hereto further represent and warrant that they have the authority to sign this Agreement on behalf of each of their respective parties, and have received all necessary consents and approvals to execute this Agreement and to consummate the transactions contemplated herein.

SECTION 9: Indemnification.

(a) The NBY agrees to indemnify, defend and hold AG GLOBAL SOLUTIONS and each of its partners, employees, agents or advisors free and harmless from and against, and to reimburse AG GLOBAL SOLUTIONS for, all claims, damages, losses, expenses and liabilities arising from (i) any breach by the NBY of the terms of this Agreement, or (ii) any action or failure to act (other than gross negligence, willful misconduct or material breach) on the part of AG GLOBAL SOLUTIONS or any of its partners, employees, agents or advisors in connection with rendering Services under this Agreement, or the consequences of the rendering of such Services, including, without limitation, reasonable legal expenses and attorneys' fees paid or incurred by AG GLOBAL SOLUTIONS in defense of any proceedings brought against it individually or against AG GLOBAL SOLUTIONS and the NBY (jointly or severally) arising out of any of the foregoing. The provisions of this Section 9 shall survive the termination of this Agreement.

(b) AG GLOBAL SOLUTIONS agrees to indemnify and defend the NBY and each of its employees, agents or advisors from and against all claims, damages, losses, expenses and liabilities including, without limitation, reasonable legal expenses and attorneys' fees paid or incurred by the NBY in defense of any proceedings brought against it individually or against AG GLOBAL SOLUTIONS and the NBY (jointly or severally) arising out of any negligence, willful misconduct or material breach made by AG GLOBAL SOLUTIONS while rendering the Services in accordance with the terms of this Agreement.

SECTION 10: Waiver of Immunity. The NBY hereby acknowledges that its relationship with AG GLOBAL SOLUTIONS is commercial in nature and hereby waives any defense from arbitration, suit, pre- or post-judgment execution or attachment that may be available to it on the basis of sovereign immunity.

SECTION 11: Notices. All notices, requests, consents and other communications under this Agreement shall be in writing and shall be deemed to have been delivered on the date personally delivered or on the date mailed, postage prepaid, by certified mail, return receipt requested, or sent by telex or telecopy with confirmed receipt, if addressed to the respective parties as follows:

If to AG GLOBAL SOLUTIONS:

Mark C. Medish
c/o Akin, Gump, Strauss, Hauer & Feld, L.L.P
1333 New Hampshire Avenue, N.W.
Washington, D.C. 20036
U.S.A.

Telecopier: +1-202-887-4288

If to the NBY:

Attention: Ana Draskovic
Head of Governor's Office
National Bank of Yugoslavia
Kralja Petra 12,
11000 Belgrade, Yugoslavia

Telecopier +381-11-3027-190

Either party may designate a different address by providing written notice of such new address to the other party

SECTION 12: Choice of Law. Notwithstanding the jurisdiction or forum where any dispute may arise, both parties agree that the validity, performance and all matters relating to the interpretation and effect of this Agreement shall be governed by the substantive law of the State of New York, without regard to any principles of conflicts of law thereof.

SECTION 13: Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 14: Modification. This Agreement shall not be changed, modified or discharged in whole or in part, except by a written agreement by the parties hereto.

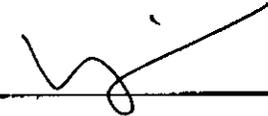
SECTION 15: Captions. The section and paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 16: Entire Agreement. This Agreement represents the entire agreement between the parties concerning the subject matter hereof and supercedes all prior agreements between the parties concerning the subject matter hereof.

SECTION 17: Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written.

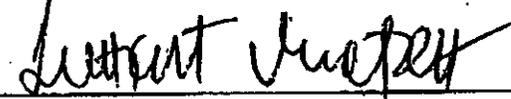
AG GLOBAL SOLUTIONS

By:  _____

Name: Mark C. Medish

Title: Principal

NATIONAL BANK OF YUGOSLAVIA

By:  _____

Name: Mladan Dinkic

Title: Governor