

BARBOUR GRIFFITH & ROGERS, LLC

July 30, 2006

The Honorable Milan Parivodic
Minister for International Economic Relations
Government of Serbia

Dear Minister Parivodic,

We are delighted that the Government of Serbia has agreed to retain Barbour Griffith & Rogers, LLC (BGR). Pursuant to our earlier discussion, please accept this letter of agreement to work on your behalf.

Scope of Work: Our representation will encompass providing strategic counsel and tactical planning on foreign policy matters regarding Serbia before the U.S. Government.

Fees, Expenses & Term: In consideration for the services provided by BGR, the Government of Serbia agrees to pay BGR a monthly fee of US\$60,000.00 for services between July 28, 2006, and January 31, 2009. BGR will also be reimbursed for expenses. Ordinary BGR expenses (i.e. non-travel or non-special project related) for each three-month quarter will be capped at five percent (5%) of the quarterly fee retainer and are not to exceed that amount. BGR will also be reimbursed for all travel expenses, including, but not limited to premium non-local transportation and lodging as well as meals. However, travel expenses will be authorized by the Government of Serbia in advance.

Invoicing:

Professional Fees: BGR will invoice the Government of Serbia US\$188,000.00 for the first *pro-rata* quarterly period in advance on July 28, 2006, with the first quarter ending October 31, 2006. Thereafter, BGR will invoice the Government of Serbia US\$180,000.00 for fees in advance of the coming quarter on the first day of each three-month quarter, starting November 1, 2006.

Expenses: BGR will invoice the Government of Serbia for ordinary expenses incurred during each month on the last day of the month, starting July 31, 2006.

Regardless of the ultimate duration of the Agreement, all invoices generated from the terms and between the two parties to this agreement are payable in-full and promptly upon receipt and shall be paid directly to BGR.

Termination & Cancellation: Either BGR or the Government of Serbia will be able to terminate the agreement for any reason upon sixty (60) days written notice, with no further obligation, other than to pay such fees that have accrued up to and through the 60-day notice period.

Renewal & Extension: This Agreement may be renewed and extended upon notice of a desire to do so by either BGR or the Government of Serbia, and upon the written agreement of both.

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2006 AUG 29 PM 12:00
EM/ISS/REGISTRATION UNIT

Terms and Scope of Work will remain materially and substantially the exact same as before, unless otherwise agreed to by the parties in writing.

Confidentiality: BGR recognizes that in the course of our representation, we could become aware of information, practices or policies, which you wish kept confidential. BGR agrees to maintain that confidentiality and will not disclose to any outside party the information either during the period of a contract or afterwards, to the extent permitted by law.

Entire Understanding: This Agreement contains the entire understanding between the parties. Amendment, modification or waiver of this agreement may be accomplished with a written instrument signed by both parties.

Please sign both copies of this agreement and return one to us. We are looking forward to a long and productive relationship with the Government of Serbia and we are eager to start working on your behalf

Barbour Griffith & Rogers, LLC



Ed Rogers
Chairman

Date: 7/30/06

The Government of Serbia



The Honorable Milan Parivodic
Minister for International Economic
Relations

Date: 31/07/06