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1. Name of Registrant	2. Registration No.
The Whitaker Group, LLC	5539

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*): _____
- To give notice of change in an exhibit previously filed.

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

Agreement between The Republic of Uganda and The Whitaker Group

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 Republic of Uganda and The Whitaker Group have signed a new contractual agreement. This is an amendment to our previous Exhibit B for The Republic of Uganda.

VI - 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)

(Type or print name under each signature¹³)

3/30/09

Sheila A. Williams
Sheila A. Williams

¹³ 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.



THE REPUBLIC OF UGANDA

CONTRACT

For

**INTERNATIONAL ECONOMIC ADVISORY AND RELATED
SERVICES**

Between

The Government of the Republic of Uganda

Represented by

Ministry of Finance, Planning and Economic Development

(Client)

and

The Whitaker Group LLC

(Contractor)

Contract Reference: MoFPED/SERVICE/2007-08/02060

_____ March, 2008

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[Handwritten signature]
RW 1

THE REPUBLIC OF UGANDA

Contract Agreement

THIS AGREEMENT is made the 28th day of May, 2008,
BETWEEN GOVERNMENT OF THE REPUBLIC OF UGANDA
represented by the **Ministry of Finance, Planning & Economic
Development** of Plot 2/12, Apollo Kaggwa Road P. O. Box 8147 Tel: 256-
41-707000, (hereinafter called the "Procuring and Disposing Entity")

AND

THE WHITAKER GROUP, having its principal place of business at
1133 21ST Street, NW Suite 405, Washington, DC 20036 (hereinafter called
"the Provider")

WHEREAS:

- (a) The Procuring and Disposing Entity requires services of a
specialized **International Presidential Advisory Services** in
political, social and economical fields;

- (b) For purposes of ensuring service availability, the Procuring and
Disposing Entity is desirous of engaging the services of a competent
service provider to provide **the specialized International Advisory
Services in political, social and economical fields.** This term of
contract is **36 consecutive calendar months and expiring on 31st
December 2010**

- (c) The Provider having exhibited to the Procuring and Disposing Entity
that it has the required skills, personnel and technical resources, has



agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to and in the Special Conditions of Contract referenced below.
2. The following documents shall constitute the Contract between the Procuring and Disposing Entity and the Provider, and each shall be read and construed as an integral part of the Contract:
 - (a) Contract Agreement and the Appendices attached to the Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Service Delivery Plan (after the approval thereto of the Procuring and Disposing Entity);
 - (e) The Providers quotation
3. In consideration of the payments to be made by the Procuring and Disposing Entity to the Provider as indicated in this Agreement, the Provider hereby covenants with the Procuring and Disposing Entity to provide the Services in conformity in all respects with the provisions of the Contract.
4. The Procuring and Disposal entity hereby covenants to pay the Provider in consideration of the provision of the services the sum of total gross contract of US\$1,035,000.00 inclusive of 15% withholding taxes payable as set forth in paragraph 5.

5. Each 12 month period of the term of the contract, the procuring and Disposing entity shall pay the contract price in the installation of a gross of US\$345,000.00. Each installation shall be in 4 payments due of the first calendar day of each calendar quarter. The procuring and disposing entity shall withhold from each quarter not more than 15% in taxes as required under the Government of Uganda tax Law. Each quarterly payments shall be US\$75,000.00 after the taxes are withheld under the schedule set forth in Appendix A.

A. The Contract Price does not include any costs or expenses incurred incident to performance of the Provider. The Procuring and Disposing Entity shall not be obligated to pay any such costs or expenses unless it has approved any such costs or expenses in writing.

B. Each quarterly payment shall be made against a performance report and invoice for each such quarter.

6. Any dispute, controversy or claim arising out of, incident or related in any way to this agreement or the breach of this agreement shall be submitted to and resolved by the International Chamber of Commerce (ICC) in accordance with its Rules of Arbitration and its offices located in London, England. The resolution of the ICC shall be binding on the Parties.

A. Each Party shall bear any costs imposed on that Party by the ICC. The parties share equally any cost imposed on both parties by the ICC.

B. Each Party shall bear its own attorneys' fees. The arbitrator shall not order nor have the power to order a Party to pay or reimburse the other Party for attorneys' fees expert fees or any other fees incurred in connection with, preparing, presenting or defending its case.

C. The arbitrator shall not award nor be empowered to award punitive or exemplary damages,

D. The arbitrator shall not nor have the powers to grant any form of injunctive relief.

7. Each term, condition, right and obligation under this contract shall be governed by the UNIDROIT Principles of International Commercial Contracts.

Handwritten signature or initials in black ink, appearing to be 'L' followed by some scribbles.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF THE PROCURING AND DISPOSING ENTITY:

Signed:

BETTY LASIMBAZI Kabinkey

In the capacity of

Undersecretary/Accounting Officer

Ministry of Finance, Planning and Economic Development

In the presence of:

NGABIRANO KAHIRITA

FOR AND ON BEHALF OF PROVIDER:

Signed:

Rosa Whitaker

Rosa Whitaker

In capacity of

President /Chief Executive Officer

In the presence of:

Sheila A. Williams
Sign Sheila A. Williams
COO

Title and Name

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