

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.

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, DC. 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.

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 Alston & Bird LLP	2. Registration No. 5549
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3. Name of Foreign Principal Republic of Montenegro
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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.
See the attached engagement letter.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

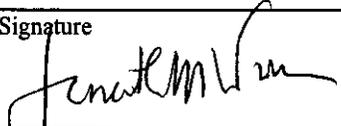
See Insert 1.

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 above.

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Date of Exhibit B	Name and Title	Signature
5/29/2007	Jonathan M. Winer, 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.

Insert 1

- Conduct meetings with Members and staff of the United States Senate and House of Representatives and render assistance for meeting with key officials in selected departments and agencies of the Executive Branch and independent commissions.
- Advise and assist the Ministry in dealing with legislation pending in the Congress which could have both positive and adverse impacts on the economic, political, security, or diplomatic relationships between Montenegro and the United States; and work to improve further Montenegro's positive relations with the Congress.
- Assist the Ministry in promoting greater appreciation and recognition in the United States of Montenegro's emerging role as a friend and economic partner of the United States. Assist the Ministry in encouraging U.S. business and individuals to make foreign investments in and visit Montenegro, and to purchase Montenegrin goods and services. Assist the Ministry in dealings with multilateral lending institutions such as the World Bank.
- Meet as necessary with Ministry officials, including meeting at least twice a month with the Montenegro Trade Mission's Director to discuss the Firm's activities on behalf of the Ministry, as well as speaking with the Director at least twice a week by telephone to discuss such activities.
- Work closely, as necessary, with U.S. non-governmental organizations, academics, and other experts who share the goals of the Ministry.

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NEW AGREEMENT:

COPIES TO: J. Gould
J. Winer
R. Blakeney
M. Rucker

February 27, 2004

The Honorable Dragisa Burzan
Foreign Minister
Republic of Montenegro
c/o Ms. Zorica Maric
1610 New Hampshire Ave., NW
Washington, DC 20009

Re: Terms of Engagement

Dear Mr. Minister:

We at Alston and Bird, are pleased that the Foreign Ministry of the Republic of Montenegro in Washington, D.C. ("the Ministry") will continue our productive relationship. The purpose of this letter is to confirm the terms of our overall engagement.

This engagement will be effective February 1, 2004, and will continue in effect until January 31, 2005, unless otherwise agreed by Alston & Bird and the Ministry. During our engagement, you agree to pay the Firm a monthly retainer of \$20,000. Throughout the period of this engagement, we will issue monthly statements for our services rendered in the previous month, payment due upon receipt. In addition to fees, these statements will include, where appropriate, charges for related expenses and services, such as photocopying, computerized research, long distance telephone, telecopy, word processing, filing fees, etc. to the extent required by a particular assignment. Such expenses will not exceed \$2,000 per month.

Travel expenses shall be agreed separately in advance of actual travel. In the event the Ministry requests and I agree to undertake any travel, including a trip to Montenegro for any purpose related to this retainer, the Ministry agrees to pay round-trip First Class air travel for me and two others, plus hotel and related expenses.

During the period of the retainer, I will actively participate in and supervise our day-to-day work under this agreement. All work will be coordinated from my office. Our team would include members of my immediate staff, and, on an as-needed basis, other lawyers in the Firm and their assistants who have particular expertise in the issues under consideration. My representatives will meet regularly with your Trade Mission Director and other representatives and coordinate with them by telephone as frequently as necessary. The management and supervision of the engagement shall be under my direct control and supervision, and no activity

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The Honorable Dragica Burzan
Foreign Minister, Republic of Montenegro
February 27, 2004
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relating to the Ministry shall be generated without my or representatives' explicit direction and approval.

The following activities are among those we are prepared to continue on the Ministry's behalf:

- Conduct meetings with Members and staff of the United States Senate and House of Representatives; and render assistance for meetings with key officials in selected departments and agencies of the Executive Branch and independent commissions.
- Advise and assist the Ministry in dealing with legislation pending in the Congress which could have both positive and adverse impacts on the economic, political, security, or diplomatic relationships between Montenegro and the United States; and work to improve further Montenegro's positive relations with the Congress.
- Assist the Ministry in promoting greater appreciation and recognition in the United States of Montenegro's emerging role as a friend and economic partner of the United States. Assist the Ministry in encouraging U.S. business and individuals to make foreign investments in and visit Montenegro, and to purchase Montenegrin goods and services. Assist the Ministry in dealings with multilateral lending institutions such as the World Bank.
- Meet as necessary with Ministry officials, including meeting at least twice a month with the Montenegro Trade Mission's Director to discuss the Firm's activities on behalf of the Ministry, as well as speaking with the Director at least twice a week by telephone to discuss such activities.
- The Firm shall also work closely, as necessary, with U.S. non-governmental organizations, academics, and other experts who share the goals of the Ministry.
- Through close coordination with your staff, we are also prepared to undertake other special assignments on your behalf, provided that they are mutually agreed to by both parties.

We are also prepared to provide additional legal services, beyond the scope of the abovementioned retainer, at your request. If you request such services, we will provide, on an as-needed basis, other lawyers in the Firm and their assistants who have particular expertise in the issues under consideration. You would be billed for these services, separately from and in addition to the \$20,000 monthly retainer, based on the hourly rates of the relevant lawyers.

As you can appreciate, the attorney-client privilege is an important subject that we raise with our clients at the outset of any new representation. As a matter of professional responsibility, we are required to preserve the confidences of our clients, and this professional obligation and the legal privilege accorded attorney-client communication exist to encourage candid and complete communication between client and attorney. The attorney-client privilege, however, can be lost if our written or oral communications are shared inappropriately with others, including, under certain circumstances, other employees or representatives of the

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Foreign Minister, Republic of Montenegro
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Ministry. We should always, therefore, discuss in advance any intention on the part of the Ministry to include others in our confidential relationship.

Moreover, as in any professional relationship where mutual trust and confidence are essential, it is appropriate for either the Ministry or Alston & Bird to be able to terminate our engagement at any time, by reasonable written notice. If our engagement is terminated, we understand that the Ministry will take whatever steps are necessary to evidence that we are free from any obligation to perform further, and to pay us for unpaid fees, charges for related expenses, and services incurred to the date of termination. For clients who are not regular, general clients of the firm, but who hire us as special counsel for a limited engagement, an additional condition of our acceptance of this engagement is an agreement that our acceptance of this limited engagement shall not preclude our firm from representing other clients in the future who may have adverse interests with respect to matters unrelated to this limited engagement. We consider our representation of the Ministry to fall into this category.

We would appreciate your acknowledging, on behalf of the Ministry, that this letter correctly reflects the terms of our engagement by signing, dating, and returning to me the enclosed copy of this letter. There is space for your acknowledgement below my signature.

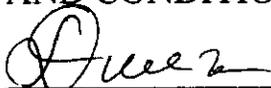
Again, we are delighted that Alston & Bird will continue to represent the Ministry of the Republic of Montenegro in Washington, D.C. for the purposes described herein, and we thank you for choosing us. We look forward with enthusiasm and appreciation to working with you. If you have any questions, please feel free to contact me at 202-654-4848 or Marshall Harris at 202-654-4857.

Sincerely,



BOB DOLE

I AGREE WITH THE FOREGOING TERMS
AND CONDITIONS:



Dragisa Burzan
Foreign Minister Republic of Montenegro

DATE: _____

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