

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 Williams, Mullen, Clark & Dobbins, P.C.	2. Registration No. 5699
--	-----------------------------

3. Name of Foreign Principal  
Government of Romania  
-- Directorate of Defense Production of Ministry of Economy and Trade (agreement attached, see #4)  
-- Ministry of Defense (no agreement, see #5)

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. (Romanian Directorate of Defense Production of Ministry of Economy and Trade)
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. (Romanian Ministry of Defense)
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.

Legal services, strategic advisory and consulting services, governmental affairs, agency services relating to purchase and sale of goods and services, project management and development with U.S. government agencies and officials, corporations, in advancement of strategic and commercial relationships between the U.S. and Romania. See attached agreement.

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

See attached agreement.

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.

Williams Mullen will conduct meetings and engage in other forms of communication with elected and appointed officials of the Legislative and Executive Branches of the U.S. Government from time to time in advancing the objectives referenced in #8 and detailed in the agreement attached hereto for the registrant.

Date of Exhibit B	Name and Title	Signature
2/23/07	Warren E. Nowlin, Shareholder	

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.



WILLIAMS MULLEN  
S T R A T E G I E S

Mark J. Robertson  
President  
Direct Dial: 202.293.8144  
mrobertson@williamsmullen.com

11 July 2005

Directorate for Defense Production  
of Ministry of Economy and Trade  
152 Victoria Road  
1 Bucharest, Romania  
Attn: Honorable Aurel Cazacu

**Re: Terms of Strategic Partnership Between DDP-MET and Williams Mullen Strategies  
Enhancing the Strategic Bilateral Relationship Between the US and Romania**

This document sets forth proposed terms to govern the strategic partnership and business relationship between Williams Mullen Strategies (“WMS”) and the Directorate for Defense Production of Ministry of Economy and Trade (“DDP-MET”). WMS will serve as international representative for DDP-MET for purposes of assisting DDP-MET in connection with the integration of Romania into the North Atlantic Treaty Organization (“NATO”); to facilitate the cooperation with DDP-MET for military equipment and other products of the defense industry; and to leverage those purchases as one means of maximizing foreign sales by Romanian vendors through key partners from the U.S. defense industrial base to customers throughout the world.

There are significant opportunities for Romania to obtain substantial export expansion opportunities for its enterprises by properly leveraging its defense modernization purchases. WMS will assist DDP-MET and the Romanian authorities in the development and implementation of such a strategy.

**Services to be Performed by WMS.**

As DDP-MET’s advisor, Williams Mullen Strategies and Williams Mullen will provide the following specific services:

- (a) Work to develop programs and activities that will strengthen exports of military products from Romania.
- (b) Advise and assist DDP-MET in the formulation and implementation of privatization policy and, upon request, specific privatization transactions.

*A Professional Corporation*

WASHINGTON, D.C. • LONDON • MEXICO • MOSCOW • BELGRADE • BUCHAREST

1666 K Street, N.W., Suite 1200 Washington, D.C. 20006 Tel: 202.293.8144 Fax: 202.872.1431  
www.williamsmullen.com/wms

MR

MR

AC.

- (c) Developing opportunities for partnerships and cooperation with leading multinational companies.
- (d) Support the development of interoperability between Romanian defense industry products and operational requirements of the National Defense System forces, of the Romanian forces/NATO, and of PfP participating in the operational theatres. Support programs and efforts to ensure full alignment of Romanian military products to NATO standards and facilitate NATO certification of Romania's military products, including equipment, arms and ammunition.
- (e) Support the efforts of Romanian defense companies in gaining access to advanced technologies through their active participation in multinational programs for research and development and technology transfers.
- (f) Support the efforts of Romanian defense companies to develop new export markets for their products and services, as well as to facilitate the transfer of certain technology-rich production lines to countries open for democratic development.
- (g) Provide strategic counsel to the DDP in the reorganization of Romania's defense industrial production base consistent with approved mandates of the government.
- (h) Assist DDP-MET in preparation of a strategic plan relating to Romania's continuing integration into NATO, taking maximum advantage of opportunities and efficiencies in the purchase and sale of goods and services.
- (i) Assist DDP-MET in the preparation of written materials, including information memorandum or other appropriate disclosure documentation, if required, for distribution on behalf of DDP-MET to potential Strategic Partners in the U.S. or other countries.
- (j) Prepare a comprehensive list of U.S. defense contractors (including key contacts) with which strategic relationships might be developed and assist DDP-MET in preparing for and meeting with representatives of those companies.
- (k) Assist DDP-MET in negotiating and documenting contracts with the U.S. Government and U.S. defense contractors relating to the sale of Romanian goods and services and the purchase by Romania of U.S. goods and services.
- (l) Assist DDP-MET in evaluation of contract proposals both as to business and economic terms and usual and customary practices used within the United States.

MR  
187

AP.

- (m) Advise and keep DDP-MET continuously updated regarding business opportunities with the U.S. Government and U.S. defense contractors, as to both principal contract and subcontract opportunities, as well as opportunities existing in other parts of the world.
- (n) Identify key NATO officials to be contacted and facilitate negotiations on behalf of DDP-MET with U.S. Defense and/or NATO officials, especially those based in the United States.
- (o) Assist DDP-MET in contract negotiations relating to the Romanian military modernization program resulting from Romania's admission into NATO, including, upon request, the Romanian Government's planned acquisition of new tactical fighter jet aircraft.
- (p) Advise and assist DDP-MET in the formulation and implementation of privatization policy and, upon request, specific privatization transactions.
- (q) Promote the positive public image of DDP-MET within the United States and with NATO officials.
- (r) Assist DDP-MET in the identification, qualification, procurement and selection of all necessary experts, including without limitation consulting financial advisors to the extent necessary for financing large procurements.

The marketing of goods and services on behalf of DDP-MET will be executed in a manner intended to obtain the highest and best price and maximum proceeds for DDP-MET, while taking into account all appropriate goals and objectives established by DDP-MET and Romanian authorities. We will perform all services hereunder strictly in accordance with all applicable laws of the United States and the Romanian authorities, including without limitation laws and regulations relating to procurement and national security, to ensure maximum transparency.

**Compensation.**

***Procured Sales.***

The contracts will be signed by Romanian commercial companies as directed by DDP MET.

*MR*  
*W&J*

*AP*

Commissions will be due and payable upon closing of the sale. Any legal fees paid in association with work performed in support of a particular transaction shall be rebated to DDP-MET from the payments of any commissions under this section.

As compensation for procuring sales by DDP-MET to the United States Government or to other customers either directly or through joint marketing ventures developed with defense contractors based in the U.S. or other NATO countries, WMS will be entitled to a commission equal to 12% of gross sales price on sales made by or through DDP-MET to a purchaser procured through the efforts of WMS. Our commission will be reduced for large sale transactions as set forth below:

<u>Gross Sale Price (One Transaction)</u>	<u>Commission</u>
Up to US \$25 million	12%
Between US \$25 million and \$50 million	10%
Over US \$50 million	8%

Example: On one sale transaction where gross sale price is \$60 million, WMS will be entitled to a commission of \$6,300,000 [computed as sum of  $(.12 \times 25,000,000) + (.10 \times 25,000,000) + (.08 \times 10,000,000)$ ].

In addition, if DDP-MET specifically requests WMS' assistance in procuring a sale, we will be entitled to hourly fees for time worked, together with reimbursement of all expenses and disbursements incurred in the project, as described in our Standard Terms of Engagement attached hereto. As mentioned in the chapeau above, all such hourly fees paid by commercial companies under the purview of DDP-MET will be credited against the above commission at closing.

#### ***Procured Purchases.***

As compensation for procuring purchases by commercial companies under the purview of DDP-MET from or through the United States Government or from defense contractors based in the U.S. or other NATO countries, WMS will be entitled to a commission equal to 6% of gross purchase price on purchases made by or through commercial companies under the purview of DDP-MET on purchases procured through the efforts of WMS. The commission will be due and payable upon execution of a binding contract by or through commercial companies under the purview of DDP-MET. Our commission will be reduced for large purchase transactions as set forth below:

<u>Gross Purchase Price (One Transaction)</u>	<u>Commission</u>
Up to US \$25 million	6%
Between US \$25 million and \$50 million	5%
US \$50 million and 100 million	4%
Over \$100 million	3%

*me*  
*me*

*AL*

Example: On one purchase transaction where gross purchase price is \$150 million, WMS will be entitled to a commission of \$6,250,000 [computed as sum of  $(.06 \times 25,000,000) + (.05 \times 25,000,000) + (.04 \times 50,000,000) + (.03 \times 50,000,000)$ ].

In addition, if commercial companies under the purview of DDP-MET specifically requests WMS' assistance in procuring a purchase, we will be entitled to hourly fees for time worked, together with reimbursement of all expenses and disbursements incurred in the project, as described in our Standard Terms of Engagement attached hereto. All such hourly fees paid by commercial companies under the purview of DDP-MET will be credited against the above commission at closing.

DDP-MET agree that any commissions payable hereunder may be escrowed from the transaction proceeds and paid directly to us. WMS shall have the right to audit and DDP-MET agrees to provide reasonable access to the books and records of the commercial companies under the purview of DDP-MET to facilitate an audit and/or the verification by WMS that all transactions procured by WMS and commissions due hereunder have been properly reported and paid.

We agree that WMS may be engaged from time to time for specific transactions involving the purchase of goods and services for or on behalf of the Romanian government, including the Ministry of Defense, in which case the parties will enter into a separate written agreement addressing the term and conditions, including compensation, relating to those specific transactions and matters. Except as specifically provided in such separate agreements, the terms and conditions set forth herein shall be applicable. All such specific engagements shall be strictly in accordance with all applicable procurement and security laws, including such laws as may apply in both Romania and the United States.

We agree that all proprietary or confidential information relating to DDP-MET or the Romanian authorities or its agencies or officials obtained in the course of our representation, shall be kept strictly confidential.

WMS would be honored to work with DDP-MET and we are convinced that implementation of the general strategy we have discussed at our meetings, and that is reflected in this engagement letter will prove successful in the realization of the objectives of DDP-MET. We are pleased to have the opportunity to present this document and to be of service to Romania in the framework of the Strategic Partnership US - Romania.

*me*  
*WMS*

*AP*

If DDP-MET is in agreement with the stated terms of engagement outlined in this document, please sign and return one original copy of this letter. If there are any questions, please let me know immediately so that we can resolve them and proceed with a uniform understanding of our relationship.

Sincerely,

WILLIAMS MULLEN STRATEGIES



Mark J. Robertson  
President

WILLIAMS MULLEN



Warren E. Nowlin  
Shareholder

Approved: 11 July 2005.

DIRECTORATE FOR DEFENSE PRODUCTION  
OF MINISTRY OF ECONOMY AND TRADE  
OF GOVERNMENT OF ROMANIA

By: \_\_\_\_\_

  
(Authorized Signature)

CAZACU AVAEL - Director  
(Print Name and Title)



WILLIAMS MULLEN  
S T R A T E G I E S

11 July 2005

Directorate for Defense Production  
of Ministry of Economy and Trade  
152 Victoria Road  
1 Bucharest, Romania  
Attn: Honorable Aurel Cazacu

Re: Addendum to Agreement

This confirms the applicability of our agreement dated July 11, 2005 styled "Terms of Agreement for Implementation of the Strategic Partnership Between Romania and the United States" (the "Agreement") to the specific projects and matters described herein. We agree that Williams Mullen Strategies is engaged to assist DDP, enterprises under its control, and the Government of Romania in connection with the sale, joint venture, privatizations or other transactions involving the following two companies:

- Avione Craiova SA
- Romaero SA

All terms and conditions set forth in the Agreement shall be applicable to WMS in its activities relating to the above two companies.

Sincerely,

WILLIAMS MULLEN STRATEGIES

Mark J. Robertson  
President

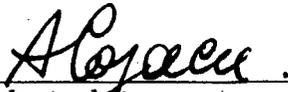
WILLIAMS MULLEN

Warren E. Nowlin  
Shareholder

Approved: 11 July 2005.

DIRECTORATE FOR DEFENSE PRODUCTION  
OF MINISTRY OF ECONOMY AND TRADE  
OF GOVERNMENT OF ROMANIA

By: \_\_\_\_\_

  
(Authorized Signature)

AUREL CAZACU - Director  
(Print Name and Title)

*A Professional Corporation*

WASHINGTON, D.C. • LONDON • MEXICO • MOSCOW • BELGRADE • BUCHAREST

1666 K Street, N.W., Suite 1200 Washington, D.C. 20006 Tel: 202.293.8144 Fax: 202.872.1431  
www.williamsmullen.com/wms