

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. 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 in print and online at: <http://www.fara.gov/>.

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, Counterespionage Section, National Security 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 Dewey & LeBoeuf LLP 1101 New York Avenue, NW, Suite 1100 Washington, DC 20005-4213	2. Registration No. 5835
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3. Name of foreign principal Government of Republika Srpska	4. Principal address of foreign principal Trg Republike Srpse 1 Banja Luka, Republika Srpska Bosnia-Herzegovina
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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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify): _____

Individual-State nationality _____

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6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
Ministry of Justice and other ministries as requested

b) Name and title of official with whom registrant deals
Slavko Mitrovic, Senior Advisor

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

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 <input type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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
November 6, 2008

Name and Title
Edward B. Rowe, Partner

Signature

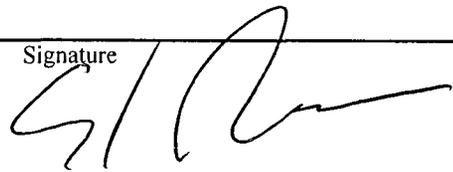


Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

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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1. Name of Registrant Dewey & LeBoeuf LLP 1101 New York Avenue, NW, Suite 1100 Washington, DC 20005-4213	2. Registration No. 5835
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3. Name of Foreign Principal Government of Republika Srpska
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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.

The registrant will provide advice and professional services to the foreign principal concerning its legal rights with respect to the Office of the High Representative in Bosnia-Herzegovina, the Brcko District in Bosnia-Herzegovina, and international legal and policy matters as requested by the foreign principal.

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

The majority of the registrant's activities on behalf of the foreign principal are non-registerable activities connected with the provision of legal counseling concerning the foreign principal's legal rights and obligations under international law. Such representation may from time to time include contacting various U.S. Government officials. The registrant may also contact members of the U.S. media on behalf of the foreign principal.

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.

The registrant may engage in political activities on behalf of the foreign principal. The registrant's activities may include contacting various Executive Branch officials, officials of government agencies, and members and staff of the U.S. Senate and House of Representatives regarding issues relating to the foreign principal. The registrant may also contact members of the U.S. media on behalf of the foreign principal.

Date of Exhibit B	Name and Title	Signature
November 6, 2008	Edward B. Rowe, 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.

DEWEY & LeBOEUF



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ATTORNEY-CLIENT COMMUNICATION PRIVILEGED AND CONFIDENTIAL

October 27, 2008

His Excellency Milorad Dodik
Prime Minister
The Government of Republika Srpska
Trg Republike Srpske 1
Banja Luka, Republika Srpska
Bosnia-Herzegovina

Re: Engagement Agreement

Dear Mr. Prime Minister:

We are very pleased to provide this engagement agreement for additional services to the Government of Republika Srpska.

1. Client.

For purposes of this engagement, our client will continue be the Government of Republika Srpska ("Republika Srpska").

2. Scope of Engagement.

We will work with Republika Srpska and its designated representatives to devise and execute the following:

- a. a legal and diplomatic strategy regarding Republika Srpska's legal rights with respect to activities of the Office of the High Representative in Bosnia-Herzegovina;

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EAST PALO ALTO | FRANKFURT | HARTFORD | HONG KONG | HOUSTON | JACKSONVILLE | JOHANNESBURG
(PTY) LTD LOS ANGELES | MILAN | MOSCOW | PARIS MULTINATIONAL PARTNERSHIP | RIYADH AFFILIATED OFFICE | ROME | SAN FRANCISCO |
WARSAW

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- b. a legal and diplomatic strategy concerning Republika Srpska's legal rights with respect to the legal status and administration of Brčko District;
 - c.
 - d. provision of general advice and representation regarding international legal and policy matters as requested by the Government from time to time.
3. Retainer, Fees, Expenses, and Other Charges and Billing and Payment.
- a. Matters 2a and 2b.

Republika Srpska will pay Dewey & LeBoeuf for a period of one year a monthly retainer fee of US\$150,000 for work performed under paragraphs 2.a and 2.b and an additional US\$25,000 for prepaid reimbursement of expenses incurred related to the performance of such services for a total monthly retainer payment of US\$175,000 ("Monthly Retainer"). If it is necessary for personnel from Dewey & LeBoeuf to be resident part time or full time in Republika Srpska in connection with work to be performed under this agreement, the Parties understand and agree that expenses incurred by Dewey & LeBoeuf will likely exceed US\$25,000 per month and such expenses in excess of US\$25,000 shall be reimbursed by Republika Srpska on a monthly basis and within 30 days of the date of invoice for such expenses incurred.

Republika Srpska will pay the Monthly Retainer every 30 days in advance of Dewey & LeBoeuf's performance of services for the 30-day period.

- b. Matters 2.c and 2.d.

Because of the uncertain nature of (set forth in paragraph 2.c) and the uncertainty regarding the general advice and representation that might be requested from time to time by Republika Srpska (set forth in paragraph 2.d), our fees and expenses for professional services in connection with work performed under paragraphs 2.c and 2.d above will be determined on the standard basis of the hours worked by Dewey & LeBoeuf attorneys, legal assistants, and other support personnel, and expenses incurred in undertaking this work. Dewey & LeBoeuf estimates that work performed under paragraph 2.c above will result in fees of approximately US\$500,000. This is only an estimate. No estimate is provided for matters that may arise under paragraph 2.d.

The following terms and conditions related to our billing of fees and expenses shall apply to the matters in paragraphs 2.c and 2.d:

- i. Fees.

Our fees for professional services in connection with this engagement will generally reflect, and be determined primarily on the basis of, the hours worked by Dewey & LeBoeuf attorneys, legal assistants, and other support personnel and the hourly rates in effect at the time the services are rendered. (The lawyers who will work on this matter currently have hourly billing rates ranging from US\$325 to US\$775 per hour.) The amount of our fee will also take into account all relevant circumstances and factors as set forth in the New York Lawyer's Code of Professional Responsibility, or other applicable set of ethical rules, as it applies to us as attorneys, including the nature of the services performed, the amount of time spent, the experience and ability of the lawyers, legal assistants, and other experts working on this engagement, the novelty and complexity of the specific issues involved, the time limitations imposed by you, or the circumstances and the responsibilities undertaken by us. Our billing rates remain subject to our normal adjustments from time to time.

ii. Expenses and Other Charges.

During the course of the engagement, you will be responsible for all expenses and service charges relating to our engagement, whether billed to you by us or by individuals or entities retained by us, including charges for telephone and telecopy services, photocopying, travel and subsistence, document production, postage and delivery, computerized research, litigation support, electronic and other data storage and retrieval, filing fees, and the like. Unless special arrangements are made, the fees, expenses, and charges of others (such as experts, investigators, local counsel, consultants, and document service providers) and other large disbursements will not be paid by us, but will be the sole responsibility of, and billed directly to, you.

4. Billing and Payment.

In the normal course, you will receive on a monthly basis a confidential statement of professional services rendered and expenses and service charges incurred during the preceding month. (Because of occasional billing lags, however, charges shown on a particular statement may relate to a prior billing period.) We expect that our statements will be paid promptly upon receipt, and in any event within 30 days after the invoice date. In the event of repeated late payments, we also reserve the right in our sole discretion to charge a late fee at the rate of 12 percent interest per annum on all sums not paid within 30 days after the invoice date. If you have any questions or comments concerning our services or charges during the course of our representation, please bring them to my attention so that any problems can be quickly resolved.

All compensation, expense reimbursement and any other payments to us shall be remitted and paid in U.S. dollars and without withholding or deducting any tax, assessment or other governmental charge (collectively, "Tax"). If you shall be required to deduct or withhold any such Tax, or if any Tax is required to be paid by us solely on account of the services performed hereunder, you shall pay to us such additional amounts as shall be required so that the net amount received by us from you after such deduction, withholding or payment shall equal the amounts otherwise due to us.

5. Disclosure of Information/Indemnification.

Republika Srpska agrees to (1) disclose to Dewey & LeBoeuf, fully, accurately, and on a timely basis, all facts that are or might be material to Dewey & LeBoeuf's representation of Republika Srpska; (2) keep Dewey & LeBoeuf apprised on a timely basis of all developments relating to the representation that are or might be material; and (3) otherwise cooperate fully with Dewey & LeBoeuf. Dewey & LeBoeuf agrees to maintain confidentiality of information gained in the course of its representation of Republika Srpska in accordance with our professional responsibilities.

6. Conflicts of Interest.

Representation of Others. It is possible during or after the time we represent you that some other current or future client will ask us to represent it in connection with some dispute, transaction, or other matter that is not substantially related to our representation of you in which the interests of such client may be directly adverse to your interests. You acknowledge and agree that, consistent with our professional responsibilities to you, Dewey & LeBoeuf may continue, or in the future undertake, to represent any existing or new client in any matter, even if the interests of such client in such matter are directly adverse to yours, as long as such matter is not substantially related to our representation of you. We agree not to represent any such clients in their assertion of claims against Republika Srpska.

7. Term of Engagement.

Republika Srpska has the right to terminate our representation at any time upon written notice, and all outstanding charges will become due at that time. We reserve the right to withdraw from the representation at any time consistent with the rules of professional responsibility governing attorneys in our jurisdiction. We may also suspend or terminate work on behalf of a client that does not pay our statements within 30 days after they are rendered. Our right to withdraw as counsel shall, of course, be consistent with the applicable rules of professional responsibility.

Upon the termination of this engagement, we will either make arrangements to return to you all copies or originals of documents or materials belonging to you or otherwise constituting client records, store them at your expense, or dispose of them. You agree that we may keep copies of any such files if we so choose. You also agree that our own internal files (including but not limited to firm administrative records, time and expense reports, personnel and staffing materials, accounting records, and related documents) and attorney work product (including without limitation drafts, notes, legal memoranda, and other legal and factual research reflecting our opinions and mental impressions) pertaining to this matter are our property and will not be delivered to you at the conclusion or upon the termination of our engagement.

8. Governing Law and Dispute Resolution. Our engagement shall be governed by, and construed in accordance with, the laws of the State of New York, exclusive of the law of conflicts of laws.

All actions or proceedings arising out of or relating to this engagement shall be heard and determined in New York state (Commercial Division) or federal court sitting in the Borough of Manhattan of the City of New York; however, nothing herein shall limit the right of the parties to stipulate and agree to submit any dispute to binding arbitration in lieu of litigation.

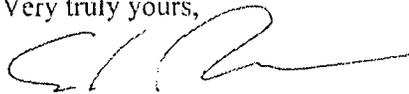
In the event of any inconsistencies between the English version and Serbian translation of this Engagement Agreement, the English version shall prevail.

The terms of this engagement can be modified only by written agreement of all the parties hereto.

If the foregoing correctly reflects the terms and conditions of our engagement, please indicate your acceptance by executing this letter agreement in the space provided below and return it to our office. The effective date of our engagement will be the date on which our services commence.

We are very pleased to have the opportunity to work with you on these matters. If you have any questions about the terms of our engagement, please do not hesitate to contact me at any time. We are very much looking forward to working with you and your colleagues.

Very truly yours,



Edward B. Rowe

Partner

AGREED TO AND ACCEPTED:

For the Government of Republika Srpska



Date 27.10.2008.

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