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Locke Lord Strategies, L.P.

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Service Contract

Locke Lord Strategies, L.P.
(Embassy of the Islamic Republic of Pakistan)

LOCKE LORD STRATEGIES, L.P. (hereafter referred to as "LOCKE LORD") with its principal place of business at 401 9th Street, NW Suite 400 S, Washington, D.C. 20004, does contract with the EMBASSY OF THE ISLAMIC REPUBLIC OF PAKISTAN (hereinafter referred to as "the EMBASSY"), whose principal address is 3517 International Court, NW Washington, D.C. 20008, to provide consultant services for the period of one (1) year, commencing May 29, 2008 and expiring on May 29, 2009, in consideration for the payment of Nine Hundred Thousand U.S. Dollars (\$900,000.00 USD) to be paid monthly in advance.

Payment shall be made to LOCKE LORD in twelve (12) advance monthly payments of Seventy Five Thousand U.S. Dollars (\$75,000.00 USD) per month, with the first payment due upon execution of this contract, to be followed by a payment on or before the first day of each of the next eleven (11) months with the final payment due on or before April 1, 2009. All payments shall be made to LOCKE LORD as follows: Payments shall be done by direct electronic transfer to the following account: J.P. Morgan Chase (712 Main Street, Houston, Texas 77002) ABA Routing Number [REDACTED] and Account Number [REDACTED]; SWIFT code [REDACTED].

LOCKE LORD shall get prior approval on any expense anticipated to exceed Twenty-Five Hundred Dollars (\$2,500.00). On any pre-approved substantial expense, such as paid advertising, publication or travel, the estimated amount of the expense shall be paid in advance by the EMBASSY before the liability is incurred. Other ordinary related expenses will be billed at the end of each month, and the statement shall be payable within sixty (60) days.

On or about November 29, 2008, approximately 180 days after signing this agreement, LOCKE LORD and the EMBASSY shall review the achievements of the first one hundred eighty (180) days of activities and evaluate the ongoing scope of services based on assessments made during that period. If at that time, the EMBASSY, using a reasonable standard, determines that the mutually agreed upon scope of services and intensity of effect required to deliver such services so warrant, the monthly retainer shall be increased for future payments. LOCKE LORD and EMBASSY shall mutually agree upon the amount of increase in payments.

After the first ninety (90) days, the EMBASSY or LOCKE LORD may terminate this Agreement for any reason after providing the other party with three (3) months prior written notice of intent to terminate.

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In its capacity as a consultant, LOCKE LORD shall make its best effort to assist the EMBASSY in pursuing its governmental affairs and strategic communications objectives as described fully in the scope of work attached hereto as ADDENDUM. LOCKE LORD, however, gives no assurances and makes no representations as to the particular results of its services, or the response and timeliness of actions taken by relevant government officials and their staffs or by others.

It is understood that LOCKE LORD cannot undertake to verify all facts supplied to it by the EMBASSY or related entities or all factual matters included in materials prepared or used by LOCKE LORD and approved by the EMBASSY or related entities. The EMBASSY agrees to indemnify and hold harmless LOCKE LORD from and against any and all losses, claims, damages, legal fees, expenses, or liabilities that LOCKE LORD may incur (including its participation as a third party witness in litigation against the EMBASSY or related entities) based upon information, representations, reports, data, or releases furnished or approved by the EMBASSY or its specifically authorized representative for use or release by the EMBASSY, whether or not LOCKE LORD prepared or participated in the preparation of such materials. This paragraph shall survive the termination of this agreement and shall continue to bind both parties for the term of one (1) year.

Neither party shall, during the term of this Agreement and for one (1) year after its termination, solicit for hire as an employecc, independent consultant, or otherwise any of the other party's employees who have had direct or indirect involvement with the services provided without such other party's express written consent.

LOCKE LORD shall assure the EMBASSY that it is complying with the highest professional standards of ethics and should LOCKE LORD determine, using reasonable standards, that the potential accepting of another foreign government or embassy poses a possible conflict of interest, LOCKE LORD shall consult with the EMBASSY prior to acceptance.

LOCKE LORD will provide the EMBASSY with regular and timely appropriate oral and/or written reviews of progress and activities.

Both parties understand and agree that LOCKE LORD will comply with all U.S. laws and rules related to representing a foreign government.

Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

This agreement contains the entire understanding between the parties. While LOCKE LORD has tendered this contract, it has done so as a matter of convenience to the parties, and it shall not be construed against either party, but shall be construed pursuant to the plain meaning on its terms. The terms of this contract may be changed only by written agreement signed by both parties.

In witness whereof the authorized representatives of the EMBASSY and LOCKE LORD do hereby execute this contract.

LOCKE LORD STRATEGIES

Date: 6/3/08

By Muz A. Aeri

EMBASSY OF PAKISTAN

Date: 6/3/08

By [Signature]

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ADDENDUM
LOCKE LORD STRATEGIES
SCOPE OF WORK

LOCKE LORD shall work to support the EMBASSY by developing and implementing government and strategic communication strategies in three core areas.

(1) LOCKE LORD will perform a comprehensive assessment of the EMBASSY's needs and capabilities. LOCKE LORD will provide a series of recommended actions to address the various high-priority issues identified during this assessment. LOCKE LORD will provide analysis of an array of options that the EMBASSY can pursue to effectively deliver messages regarding the role Pakistan plays as an important strategic partner of the U.S. These recommendations will include government relations and communication strategies; specific legislative, regulatory or political initiatives; paid and/or earned media efforts and bilateral or multilateral outreach initiatives. LOCKE LORD shall help promote better understanding of Pakistan's efforts to support U.S. objectives, working to utilize effective communications strategies to project key messages.

(2) LOCKE LORD will promote the enhancement of the EMBASSY's dialogue with U.S. leaders and government officials in order to promote better understanding of the country's recent political, social and economic developments, clarifying Pakistan's role as a key partner for the U.S. in efforts to enhance security and stability in a region of broad strategic importance. On behalf of the EMBASSY, the LOCKE LORD team will prepare briefing materials, and draft proposed legislative language, testimony, talking points, and correspondence for meetings and other communications, as well as assist in scheduling meetings and accompanying EMBASSY representatives on visits when appropriate. LOCKE LORD will help EMBASSY officials to prepare for media interviews, draft speeches and remarks, and prepare graphics and visual materials that enhance the EMBASSY's messages and public diplomacy. Locke Lord will arrange and coordinate State, Official and other visits to Washington, D.C. by representatives of the Government of Pakistan, and coordinate and direct activities of other consultants and firms that may, from time to time, be working on behalf of the Government of Pakistan in Washington, D.C.

(3) Based on the initial assessment, LOCKE LORD will devise and implement a comprehensive strategy to communicate and promote a more accurate and balanced message regarding common U.S.-Pakistan interests, and of the important changes taking place in Pakistan in the political, economic and social spheres. These messages will be communicated to key audiences through various forms of media, including print, broadcast and internet. Target audiences will be identified for critical message reception, and earned media outreach will be conducted. Paid media will be placed, if deemed advisable. The strategic communications initiative executed on the EMBASSY's behalf will most likely involve outreach to both traditional media—such as leading wire services, national newspapers, and academic publications, as well as “new media” such as websites, and foreign policy and political blogs—that can more accurately reflect the current situation in Pakistan.