

REVISED

U.S. Department of Justice
Washington, DC 20530

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

OMB NO 1124-0004

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. 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 .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, 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.

1. Name of Registrant Advanced Practical Solutions, LLC	2. Registration No. 5933
3. Name of Foreign Principal Republic of Serbia	

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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.

Advanced Practical Solutions, LLC will communicate with individuals within the legislative and executive branches of the U.S. government and with the U.S. business community to foster good international relations between the United States and the Republic of Serbia, and to increase investment and trade between the two countries.

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

Please see question 7

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.

Please see question 7

Date of Exhibit B	Name and Title	Signature
5/1/2009	Milan Petrovic, President	

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.

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Lobbying Agreement

This Lobbying Agreement (the "Agreement") is entered into as of this day of 30th April 2009 by and between Advanced Practical Solutions LLC (**Consultant**), an Illinois corporation having its principal place of business at 227 West Monroe Street, Suite 2000, Chicago, Illinois 60606, represented by Milan Petrovic, President, and the **Republic of Serbia**, represented by Tamara Stojcevic, Secretary General of the Government of the Republic of Serbia.

SECTION I. SCOPE OF SERVICES

1.1. Services. Consultant agrees to provide the Republic of Serbia with a broad range of consulting and government affairs services. All such services are collectively referred to as "Services." These Services shall include the following specific activities:

(a) Consultant will work with individuals representing the following entities to improve diplomatic relations and foster investment and trade between the United States and the Republic of Serbia:

- (i) the Executive Branch of the United States, including the Department of State;
- (ii) Members of the United States Congress; and
- (iii) Members of the United States business community.

(b) Consultant will provide monthly written reports to the Republic of Serbia regarding the political situation in the United States and Consultant's activities under the Agreement and, at the request of the Republic of Serbia, Consultant will be available to provide supplemental oral or written descriptions of its activities;

(c) At the request of the Republic of Serbia, Consultant will travel to the Republic of Serbia to meet with and brief Serbian government officials on Consultant's activities and the political situation in the United States;

(d) At the request of the Republic of Serbia, Consultant will work with Serbian think-tanks and other non-governmental organizations to advance the diplomatic and economic interests of the Republic of Serbia; and

(e) The Republic of Serbia agrees that the Serbian Ambassador to the United States will serve as its representative under this agreement and that requests to the Consultant for specific work will be made through the Serbian Ambassador. All reports due by the Consultant may be delivered to the Republic of Serbia by delivery to the Serbian Ambassador to the United States.

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1.2. Consistent with Law. The Republic of Serbia agrees that in no case shall Services include any activity prohibited by any law or regulation of Serbia or the United States or any state or locality within Serbia or the United States.

1.3. Communications. All communications from the Republic of Serbia to Consultant pursuant to this Agreement shall be directed through the Serbian Ambassador to the United States.

1.4. Conflicts. Consultant represents and warrants that it has no obligations to any third party which will in any way limit or restrict its ability to perform the Services for the Republic of Serbia. The Republic of Serbia agrees that Consultant will have the right to represent other clients on matters that do not present a direct conflict with any matter on which Consultant is representing the Republic of Serbia.

SECTION 2. TERM AND TERMINATION

2.1. Term. The term of this Agreement shall commence on the first date signed by any party and, unless earlier terminated in accordance with Section 2.2 below, shall last for 1 (one) year, starting the commencement date. This Agreement shall automatically renew each year thereafter unless (a) the parties mutually agree in writing not to renew the agreement or (b) either party provides written notice not latest then 2 (two) months before the date of expiration of the current year to the other party that it intends not to renew the agreement for another year.

2.2. Termination. This Agreement may be terminated at any time by (a) mutual written agreement of the parties, or (b) by either party upon forty-five (45) days written notice.

SECTION 3. FEES, EXPENSES AND TAXES

3.1. Fees. As consideration for the Services to be performed by Consultant, the Republic of Serbia shall pay Consultant a monthly fee of \$85,000 (eighty-five thousand US dollars). Normal and routine expenses, including, but not limited to, rent, copying expenses, office staff, long-distance charges and taxi fare, are considered part of Consultant's compensation and the Consultant will not seek reimbursement from the Republic of Serbia for such costs.

3.2. Non-routine expenses. If the Republic of Serbia requests that Consultant engage in any non-routine lobbying activity, including, but not limited to, arranging any conference, convention, or trade show, the Republic of Serbia shall reimburse Consultant for all reasonable expenses incurred in connection with such activities.

3.3. Payment of Invoices. Consultant shall provide the Republic of Serbia with a monthly invoice for all fees and non-routine expenses owed that month, and such amounts shall be payable by the Republic of Serbia within thirty (30) days of receipt of invoice. Monthly payments shall be made by wire transfer to Consultant's business bank account in Chicago, Illinois.

SECTION 4. REGISTRATION AND REPORTING

4.1. Registration and Reporting Requirements. The Republic of Serbia understands that Consultant is responsible for filing publicly-disclosed registration statements and/or publicly-disclosed reports pursuant to the Lobbying Disclosure Act of 1995 as amended by the Honest Leadership and Open Government Act of 2007 (the "Lobbying Disclosure Act"), the Foreign Agents Registration Act, and any other applicable law. The Republic of Serbia hereby authorizes Consultant to disclose on such registration statements and reports all information the Consultant believes is required to be disclosed pursuant to any such law.

4.2. Disclosure of Reports. Upon written request, Consultant shall furnish to the Republic of Serbia a copy of any report it has filed pursuant to the Lobbying Disclosure Act or the Foreign Agents Registration Act as a consequence of work performed under this agreement.

SECTION 5. GENERAL PROVISIONS

5.1. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of Illinois, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.

5.2. LIMITATION OF LIABILITY. IN NO EVENT SHALL A PARTY HERETO BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF A PARTY HERETO TO THE OTHER PARTY FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE CONTRACTUAL VALUE OF SERVICES PROPERLY PERFORMED BY CONSULTANT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT FOR WHICH CONSULTANT HAS NOT BEEN PAID, SUCH CONTRACTUAL VALUE TO BE DETERMINED SOLELY BY THE PROVISIONS OF SECTION 3 OF THIS AGREEMENT.

5.3. Independent Contractors. The status of the parties under this Agreement shall be that of independent contractors. Nothing in this Agreement shall be construed as establishing a partnership, joint venture, agency, employment or other similar relationship between the parties hereto. The provisions of this Agreement are independent of any other agreement or contract between the parties.

5.4. Disclosure. The Republic of Serbia agrees to disclose to Consultant, fully, accurately,

and on a timely basis, all facts that are or might be material to Consultant's representation of the Republic of Serbia and keep Consultant apprised on a timely basis of all developments relating to the Services that might be material.

5.5. Notices. Any notices under this Agreement are to be delivered in writing to Consultant at its office in Chicago and to the Serbian Ambassador to the United States.

5.6. Entire Agreement, Severability, etc. This Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may be changed, modified, amended or supplemented only by written instrument signed by the parties hereto. No provision of this Agreement may be waived orally, but only by a written instrument signed by the party against whom enforcement of such waiver is sought. In the event that any one or more of the provisions of this Agreement shall be held invalid, illegal, or unenforceable, in any respect, by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected thereby. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. As used herein, except as the context otherwise indicates, the singular shall include the plural and vice versa and words of any gender shall include any other gender. The conjunction "or" shall be understood in its inclusive sense (and/or). The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communications and prior writings with respect thereto.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Consulting Agreement as of the date first above written.

The Consultant

By:

Name: Milan Petrovic

Title: President

The Republic of Serbia

By:

Name: Tamara Stojcevic

Title: Secretary General

Government of Serbia

Address Advanced Practical Solutions, LLC
227 West Monroe Street
Suite 2000
Chicago, IE 60606

Nemanjina 11
11000 Belgrade
Serbia



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