

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 .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, 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.

*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 Williams Mullen, Clark & Dobbins, P.C. Two James Center, 1021 East Cary Street Richmond, VA 23218	2. Registration No. 5699
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3. Name of foreign principal CN Romtehnica S.A.	4. Principal address of foreign principal 5C Timisoara Boulevard 77311 6 Bucharest, Romania
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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 checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify): _____

Individual-State nationality \_\_\_\_\_

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

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

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

State owned entity serving as exclusive agent of Ministry of Defense for purchase and sale of military and other goods and services.

b) Is this foreign principal

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

Romtehnica is a state-owned instrumentality with all activities being controlled by the Government of Romania, Ministry of Defense and Ministry of Economy and Trade.

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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	Name and Title	Signature
7/21/105	Warren E. Nowlin, Shareholder	

**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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**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 CN Romtehnica S.A.	

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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.

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.

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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 advancing the objectives referenced in item #8 and detailed in the agreement attached hereto for the registrant.

Date of Exhibit B	Name and Title	Signature
7/21/05	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

C.N. Romtehnica S.A.  
5C Timisoara Blvd. 77311  
6 Bucharest, Romania

Re: **Terms of Agreement for Implementation of the Strategic Partnership  
Between Romania and the United States.**

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This Agreement sets forth proposed terms to govern the business relationship between Williams Mullen Strategies (“WMS”) and C.N. Romtehnica S.A. (“Romtehnica”). WMS will serve as international representative for Romtehnica for purposes of assisting Romtehnica in connection with the integration of Romania into the North Atlantic Treaty Organization (“NATO”); to facilitate purchases and sales by Romtehnica of military equipment and other products from the Romanian Ministry of Defense surplus or 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 Romtehnica and the Government of Romania in the development and implementation of such a strategy.

**Services to be Performed by WMS.**

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

- (a) Assist Romtehnica in preparation of a strategic plan relating to Romania’s integration into NATO, taking maximum advantage of opportunities and efficiencies in the purchase and sale of goods and services.
- (b) Assist Romtehnica in the preparation of written materials, including information memorandum or other appropriate disclosure documentation, if required, for distribution on behalf of Romtehnica to potential Strategic Partners in the U.S. or other countries.

- (c) Prepare comprehensive list of U.S. defense contractors (including key contacts) with which strategic relationship might be developed and assist Romtehnica in preparing for and meeting with representatives of those companies.
- (d) Assist Romtehnica 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.
- (e) Assist Romtehnica in evaluation of contract proposals both as to business and economic terms and usual and customary practices used within the United States.
- (f) Advise and keep Romtehnica 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.
- (g) Identify key NATO officials to be contacted and facilitate negotiations on behalf of Romtehnica with U.S. Defense and/or NATO officials, especially those based in the United States.
- (h) Assist Romtehnica 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.
- (i) Promote the positive public image of Romtehnica within the United States and with NATO officials.
- (j) Assist Romtehnica 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 Romtehnica will be executed in a manner intended to obtain the highest and best price and maximum proceeds for Romtehnica, while taking into account all appropriate goals and objectives established by Romtehnica and the Government of Romania. We will perform all services hereunder strictly in accordance with all applicable laws of the United States and the Government of Romania, including without limitation laws and regulations relating to procurement and national security, to ensure maximum transparency.



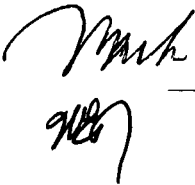
As compensation for procuring sales by Romtehnica to the United States Government or to other customers either directly or through joint marketing ventures developed with defense contractors based in the U.S. or other NATO countries, WMS will be entitled to a commission equal to 12% of gross sales price on sales made by or through Romtehnica to a purchaser procured through the efforts of WMS. The commission will be due and payable upon closing of the sale. 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 X 25,000,000) + (.10 X 25,000,000) + (.08 X 10,000,000)].

Romtehnica Standard Fee Terms

- (i) WMS is entitled to receive a gross commission as set forth herein.
- (ii) The value invoiced under FOB/FCA (country of origin) delivery terms (INCOTERMS 2000) and prices of products/services will be the maximum basis against which the commission due to WMS will be computed, excluding transportation, insurance costs, export/import taxes/commissions/duties/charges, etc.
- (iii) The commission will be paid in same currency as the products/services, in the account of WMS, and thus the obligations of Romtehnica towards WMS are considered completed and fulfilled and no claim whatsoever will be taken into consideration later on.
- (iv) The commission shall become payable to WMS on a pro rata basis, in accordance with amount of the invoice total value actually paid and received by Romtehnica or the selling company, only after receipt by the same of the entire payment pursuant to the provisions of the relevant contract of sale and not upon the receipt by Romtehnica of notes/advises or other evidence of debt issued pursuant to such contract and the like.
- (v) In order to pay the commission, Romtehnica will withhold from the gross value the legal income tax of 15 (fifteen) percent. This taxation is valid only for the commissions transferred in the bank account mentioned at paragraph (iii) above.



(vi) Before making the payment of the commission, Romtehnica must receive from WMS an original invoice issued by WMS for the amount which is to be paid as a commission by Romtehnica.

In addition, if Romtehnica specifically requests WMS' assistance in procuring a sale or in the development of written products and materials, advisory or other work described above or, we will be entitled to our standard hourly fees or such other compensation as may be established by separate agreement entered into with Romtehnica, along with reimbursement of all expenses and disbursements incurred by us in the matter.

If Romtehnica directs, WMS we will also engage the services of its law firm affiliate, Williams Mullen, to perform legal services and to serve as counsel to Romtehnica in connection with the matters and transactions contemplated herein. If Romtehnica engages the Williams Mullen law firm on a particular matter, Williams Mullen will be entitled to its standard hourly fees and disbursements as set for in Williams Mullen's standard terms or as otherwise addressed by separate written agreement at that time.

In the event that Romtehnica specifically requests WMS' assistance in procuring a purchase of goods or services from or through the United States Government or from defense contractors based in the U.S. or other NATO countries, or in the establishment of a joint venture between a Romanian company and a company in the U.S. or other NATO member country, WMS' compensation will be established by separate agreement entered into from time to time between the parties.

The parties agree that any commissions and other amounts payable hereunder may be escrowed from the transaction proceeds and paid directly to WMS. WMS shall have the right to audit and Romtehnica agrees to provide reasonable access to its books and records 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 all proprietary or confidential information relating to Romtehnica or the Government of Romania or its agencies or officials obtained in the course of our representation, shall be kept strictly confidential. WMS and Romtehnica agree to enter into a separate confidentiality and nondisclosure agreement in form and substance mutually acceptable to each of the parties.

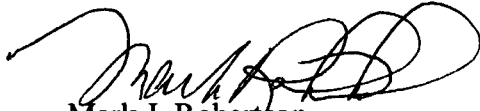
WMS is honored to work with Romtehnica under this Agreement. We are confident that implementation of the general strategy we have discussed at our meetings, and that is reflected in this Agreement, will prove successful in the realization of the objectives of Romtehnica.



By signing below the parties evidence their acceptance of the terms of Agreement above.

Sincerely,

WILLIAMS MULLEN STRATEGIES



Mark J. Robertson  
President

WILLIAMS MULLEN

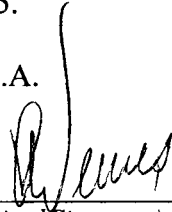


Warren E. Nowlin  
Shareholder

Approved: 11 July 2005.

C.N. ROMTEHNICA S.A.

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



(Authorized Signature)

AUREZ-VICTOR NEMES / SALES DIRECTOR

(Print Name and Title)

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