PATTON BOGGS LLP
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January 28, 2000

Ambassador Maleeha Lodhi
Embassy of Pakistan
2315 Massachusetts Avenue, N.W.
Washington, DC 20008

Re: Agreement for Professional Services

Dear Ambassador:

The following expresses our understanding of and constitutes the retainer agreement for Professional Services (as hereinafter defined) between the Islamic Republic of Pakistan (the "Government") and Patton Boggs LLP ("Patton Boggs") from January 1, 2000, and continuing until December 31, 2000 (the "term"), and renewable for an additional twelve month period unless either party gives the other party 30 days written notice.

The term of this agreement shall be for one year, beginning on January 1, 2000. The annual retainer for the performance of Professional Services shall be two hundred seventy thousand dollars ($270,000), *exclusive of out-of-pocket disbursements* – payable in four quarterly payments, beginning as of January 1, 2000 the amount of $67,500; as of April 1, $67,500; as of July 1, $67,500; and as of October 1, $67,500. Invoices will be sent to your Embassy each quarter, at least ten days prior to the referenced date that payment is due, and payment should be received by this firm no later than the date so listed. Such quarterly invoices will also bill for disbursements due, which shall be itemized and documented if and as requested. Should such disbursements for any month exceed two thousand dollars ($2,000), Patton Boggs will first obtain the authorization from the Government to expend such disbursements in excess of such amount.

Right to Cancel by the Government

On or prior to June 30, 2000, the Government shall conduct an evaluation of the services performed under this Agreement, based on the work product during the period of January 1, 2000 – June 15, 2000. If the Government is dissatisfied with such work product, then, at its sole discretion and not subject to objection by Patton Boggs, it shall have the right to give written notice, as of June 15, 2000, to cancel this Agreement; and in the event of such cancellation, the Government shall be liable for the payment of all disbursements through June 30, 2000, and Patton Boggs shall be entitled to keep the retainer quarterly payment made by the Government through June 30, 2000, PROVIDED THAT in the event of such cancellation the Government and Patton Boggs agree to release and waive all claims and expenses which might be asserted against each other besides those due under this Agreement through June 30, 2000.

The scope of "Professional Services" shall be defined as (but not including "Special Project" as defined below): 1) strategic public relations and media advice; and 2) general advice concerning issues of importance to the Government that are pending before the legislative and executive branches of the United States

Government. "Professional Services" pursuant to this agreement shall not include any matter requiring legal advice or significant lobbying of the legislative and executive branches of the United States Government, which shall be considered a "Special Project" (see below).

As to a "Special Project" requested by the Government, Patton Boggs will develop a budget estimate and scope-of-work for each such project and, upon authorization by the Embassy (or by particular Ministries of the Government), Patton Boggs shall proceed to perform additional services in connection with such Special Project. Possible Special projects might include (by way of illustration): advice and assistance in connection with initiatives to seek various types of foreign assistance permissible pursuant to the Brown Amendment; representation concerning various international trade matters; and development of legal policy and legislative strategies on any other matters that may affect bilateral relationship of the Government with the U. S. Government; or U. S. policies relating to multilateral relationships with the Islamic Republic of Pakistan and other countries.

Monthly billing statements will be sent to the Embassy of Pakistan approximately 20 days after the first of the month.

The monthly bills shall reflect any "Special Projects" on a separate statement included with the monthly bill for "Professional Services" matters and invoices for all "Special Projects" shall be paid on the first of each month, when due, at the time as the monthly payments for the annual retainer.

Agreed and accepted by the following authorized parties:

MNCL

For the Islamic Republic of Pakistan
Dated: 1/1/00

Lanny J. Davis

Lanny J. Davis, Patton Boggs LLP
Dated: 1/01/00