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March 4, 2011

VIA FAX: +442072012788
Mr. Stanley Rowe
Special Counsel
75017 Paris
France

Dear Mr. Rowe:

Qorvis Communications, LLC ("Qorvis") is delighted to provide litigation communication services to Mr. Stanley Rowe ("Client"). In this letter we describe the terms of our arrangement with you as we begin our representation. "We," "us," and "our" refer to Qorvis and "you" and "yours" refer to Client.

1. As part of our agreement, we will provide services on behalf of Client as described in the Scope of Work, attached herein as Exhibit A. These services will be performed in the United States.
2. This Agreement will begin on March 4, 2011, and will be effective immediately. This Agreement may be terminated effective fourteen (14) days after either of us gives written notice of termination to the other party. You will remain liable for all fees and expenses incurred by Qorvis on your behalf accumulated through the date of termination. Such fees and expenses shall include only payments prorated on a monthly basis over the term of this agreement plus approved out-of-pocket expenses. However, if this agreement is terminated by Client for material breach by Qorvis, Client shall not be obligated to pay Qorvis any payments due hereunder.
3. We will bill you as follows:
 - a) a) The total contract price is ninety two thousand dollars (\$92,000) to be paid monthly. Client will submit monthly payments in the amount of ninety two thousand dollars (\$92,000) on the 6th day of each month beginning on March 4. Qorvis will submit estimates for out of pocket expenses to you prior to incurring such charges. Such expenses will be billed to you on a monthly basis. Out of pocket expenses include those for travel, production, printing, stock imagery, stock video footage, air and ground charges, accommodations and meals, or other significant pass-through costs.
 - c) Mr. Stanley Rowe will reimburse Qorvis within fifteen (15) days of submission of any approved expense over \$5,000.
 - d) Copies of our bills will be sent directly to you. You may at your election pay us directly using any of the following means:

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Electronic payments: M&T Bank One M&T Plaza, 2nd Floor Buffalo, NY 14203 Communications ABA# [REDACTED] ACCT# [REDACTED] SWIFT: [REDACTED]	Check payments: Qorvis Communications PO Box 62081 Baltimore, MD 21264	Overnight check payments: Qorvis Communications Attn: Debbie Thompson 1201 Connecticut Ave. F/C Qorvis Suite 600 Washington, DC20036
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4. Time is of the essence for the payment obligations hereunder. Overdue payments shall attract interest at an annual rate of 1.5% or the maximum allowed by law, whichever is less. Interest shall accrue on a daily basis from the date payment becomes due until Qorvis has received payment of the overdue amount together with all accrued interest. Overdue payments are payments received by Qorvis sixty (60) days from the date the invoice was submitted to client.
5. After we have issued material to the news media or to another third party, its use is no longer under our control. We cannot assure the use of news material by any news organization. Similarly, we cannot control the form or manner of use by the news media or others of the material, including, but not limited to, the accurate presentation of information supplied by us.
6. You will not request, and nothing in this agreement shall be deemed to require, we undertake any campaign, prepare any materials or publicity, or cause publication of any copy or article which, in our judgement, would be untrue, indecent, libelous, unlawful, or otherwise prejudicial to your interest or ours. Similarly, nothing in this agreement shall be construed as committing us to violate any lawful contractual commitments to the media or others.
7. It is agreed that Client will indemnify us against any loss or expenditure (including reasonable attorneys' fees and costs) that we may incur as the result of any claim, suit or proceeding made or brought against us to the extent caused by Client's (or any third party acting on behalf of or directing Client) negligent acts, errors or omissions, arising out of or related to materials provided by Client or any instructions from Client. Provided, however, that in no case shall Client be obligated to indemnify us for losses or expenditures which, in the aggregate, exceed the total sum of this Agreement. The duties to indemnify shall not terminate with the cancellation of this agreement.
8. It is agreed that Qorvis will indemnify client against any loss or expenditure (including reasonable attorneys' fees and costs) that they may incur as the result of any claim, suit or proceeding made or brought against them to the extent caused by Qorvis's (or anyone acting on behalf of or directing Qorvis) negligent acts, errors or omissions, arising out of or related to any services, materials, or publicity prepared or provided by us or anyone acting on behalf of Qorvis. Provided, however, that in no case shall Qorvis be obligated to indemnify client for losses or expenditures which, in the aggregate, exceed the total sum of this Agreement, except in connection with indemnification related to intellectual property infringement. The duties to indemnify shall not terminate with the cancellation of this agreement.
9. Both parties agree that during the term in which Qorvis provide services to you hereunder and for a period of twelve months (12) thereafter, neither party will solicit or induce any employee of the other party to leave his or her employment, and hire any such employee perform the same function, except if in response to any advertisement.
10. District of Columbia law shall govern this Agreement, without regards to any conflict of law provisions.
11. If any provision of the Agreement is declared by any judicial or other competent authority to be illegal, void, voidable or otherwise unenforceable, or indication of the same is received by either of the parties from any relevant competent authority, such provision shall be deemed severed from the Agreement and the remaining terms of the Agreement shall remain in full force and effect.
12. Qorvis shall take reasonable care of any property belonging to the Client and made available to Qorvis for the purpose of this Agreement. Such property shall be at all times at the sole and entire risk of the Client, and Qorvis shall not be subject to any other liability for it.
13. Neither Party may assign, sub-license or sub-contract the Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (not to be



unreasonably withheld or delayed) except you may assign this Agreement to an affiliated entity.

14. Neither party shall be liable for any delay in performing or failure to perform its obligations under the Agreement to the extent that and for so long as the delay or failure results from any cause or circumstances whatsoever beyond its reasonable control (an "event of force majeure") provided that the event of force majeure is not due to the fault or negligence of that party. Each party shall use its reasonable endeavors to minimize the effects of any event of force majeure. In the event of a force majeure and we cannot provide services hereunder, you shall not be obligated to pay any fees hereunder until such force majeure is over and services hereunder fully resumed.
15. This Agreement binds and benefits the permitted heirs, successors, and assignees of the parties.
16. This Agreement and the documents referred to in them contain the whole agreement between the parties and supersede any previous agreement between them relating to the subject matter of the Agreement, whether written or oral. The parties acknowledge that neither of them has relied upon any presentation, written or oral, of any person but only as expressly set out in the Agreement.
17. Any valid alteration to or variation of the Agreement must be in writing and signed on behalf of each of the parties by a duly authorized representative.
18. All notices must be in writing. Any notice to be served on the other party shall be sent by recorded delivery, registered post, e-mail or fax. Notices sent by registered post or recorded delivery shall be deemed to be served within 72 hours of posting, and by e-mail or fax within 24 hours if sent to the correct e-mail or fax address of the addressee.
19. Both parties will designate a decision maker who will be tasked with the responsibility of responding to any issues that may arise and to whom all notices will be sent. Qorvis designates Matt J. Lauer, Partner.
20. Each party has had the opportunity for counsel to review the agreement and no presumption shall be made against the drafter of this agreement.
21. YOU AGREE THAT REGARDLESS OF ANY STATUTE OF LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
22. Publicity – Client agrees to allow the use of Client's name for Qorvis' general marketing purposes, such as in a listing among clients in a new client press release or in such a listing on the Qorvis website.

If you have any questions about this Agreement, please call. We are very enthusiastic about this new assignment and confident of our ability to do the job. We look forward to working with you.

The below-signed parties acknowledge to this document's terms and conditions. This agreement shall become effective upon the signatures of both parties.



By: Qorvis Communications, LLC

A handwritten signature in black ink, appearing to read "Matt J. Lauer", written over a horizontal line.

Matthew J. Lauer, Partner, Qorvis Communications, LLC
Date: 4 March 2011

By: Mr. Stanley Rowe

A handwritten signature in black ink, appearing to read "Stanley Rowe", written over a horizontal line.

Date 10/03/2011

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Exhibit A
Scope of Work

27 February 2011

VIA FAX: +442072012788

Mr. Stanley Rowe
Special Counsel
75017 Paris
France

Dear Mr. Rowe:

At this pivotal time in Egypt, we are eager to begin work to assist you with communications regarding judicial matters and promoting a transparent judicial system in Egypt. This will be done in a six-part plan.

1. **Congressional Relations:** The most important element of this program is to develop a Congressional relations effort that will communicate to Members of Congress the need for Egypt to create an acceptable constitution and legal frame work.
2. **State Department and White House Engagement:** Using former senior-level State Department official Greg Lagana, Qorvis will make certain the key individuals associated with the Department are aware of the current situation in Egypt.
3. **Internet and Social Media Campaign:** Using the same but more sophisticated tactics as others in the region, we will ensure that all communications nodes on the Internet are fully populated with information that encourages rule of law and transparency.
4. **Media Relations:** At Qorvis, this will be headed by Sam Dealey, the immediate past editor of *The Washington Times*. We will utilize you as a key spokesperson on these issues.
5. **Ally Development:** We will work to develop allies to contribute to our endeavors.
6. **Legal Coordination:** Qorvis will coordinate with the legal team in Egypt and the United Kingdom.

Qorvis will immediately begin work on this program for a fee of \$92,000 USD per month plus pre-approved out of pocket expenses, as approved by you. Upon payment in advance of the first month, Qorvis will begin work

Please do not hesitate to reach me directly via email at mlauer@qorvis.com or via phone at +1-703-463-1841 at any point.

Sincerely,

Matt J. Lauer
Partner

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