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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 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 Williams Mullen, Clark & Dobbins, P.C.	2. Registration No. 5699
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- ☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- ☒ To correct a deficiency in
- ☐ Initial Statement
- ☒ Supplemental Statement for the period ending January 31, 2008
- ☐ Other purpose (*specify*): _____
- ☐ To give notice of change in an exhibit previously filed.

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4. If this amendment requires the filing of a document or documents, please list -

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)
Item 7 of the Supplemental Statement is amended to reflect that Registrant's connection with and representation of the Government of Romania ended on December 31, 2007 during the six-month period ending January 31, 2008.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Type or print name under each signature¹)

~~March 26, 2008~~

May 9, 2008

Warren E. Nowlin

WARREN E. NOWLIN

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.



WILLIAMS MULLEN
S T R A T E G I E S

Mark J. Robertson
President
Direct Dial: 202.293.8144
mrobertson@williamsmullen.com

2008 MAY 13 AM 11:31
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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.**

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.

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www.williamsmullen.com/wms

- (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 $(.12 \times 25,000,000) + (.10 \times 25,000,000) + (.08 \times 10,000,000)$].

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

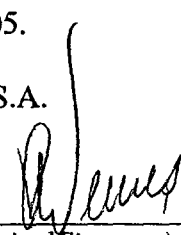


Warren E. Nowlin
Shareholder

Approved: 11 July 2005.

C.N. ROMTEHNICA S.A.

By: _____


(Authorized Signature)

AUREL-VICTOR NEMET / SALES DIRECTOR
(Print Name and Title)



WILLIAMS MULLEN
STRATEGIES

Mark J. Robertson
President
Direct Dial: 202.293.8144
mrobertson@williamsmullen.com

11 July 2005

Directorate for Defense Production
of Ministry of Economy and Trade
152 Victoria Road
1 Bucharest, Romania
Attn: Honorable Aurel Cazacu

2008 MAY 13 AM 11:31
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Re: Terms of Strategic Partnership Between DDP-MET and Williams Mullen Strategies
Enhancing the Strategic Bilateral Relationship Between the US and Romania

This document sets forth proposed terms to govern the strategic partnership and business relationship between Williams Mullen Strategies ("WMS") and the Directorate for Defense Production of Ministry of Economy and Trade ("DDP-MET"). WMS will serve as international representative for DDP-MET for purposes of assisting DDP-MET in connection with the integration of Romania into the North Atlantic Treaty Organization ("NATO"); to facilitate the cooperation with DDP-MET for military equipment and other products of 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 DDP-MET and the Romanian authorities in the development and implementation of such a strategy.

Services to be Performed by WMS.

As DDP-MET's advisor, Williams Mullen Strategies and Williams Mullen will provide the following specific services:

- (a) Work to develop programs and activities that will strengthen exports of military products from Romania.
- (b) Advise and assist DDP-MET in the formulation and implementation of privatization policy and, upon request, specific privatization transactions.

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- (c) Developing opportunities for partnerships and cooperation with leading multinational companies.
- (d) Support the development of interoperability between Romanian defense industry products and operational requirements of the National Defense System forces, of the Romanian forces/NATO, and of PfP participating in the operational theatres. Support programs and efforts to ensure full alignment of Romanian military products to NATO standards and facilitate NATO certification of Romania's military products, including equipment, arms and ammunition.
- (e) Support the efforts of Romanian defense companies in gaining access to advanced technologies through their active participation in multinational programs for research and development and technology transfers.
- (f) Support the efforts of Romanian defense companies to develop new export markets for their products and services, as well as to facilitate the transfer of certain technology-rich production lines to countries open for democratic development.
- (g) Provide strategic counsel to the DDP in the reorganization of Romania's defense industrial production base consistent with approved mandates of the government.
- (h) Assist DDP-MET in preparation of a strategic plan relating to Romania's continuing integration into NATO, taking maximum advantage of opportunities and efficiencies in the purchase and sale of goods and services.
- (i) Assist DDP-MET in the preparation of written materials, including information memorandum or other appropriate disclosure documentation, if required, for distribution on behalf of DDP-MET to potential Strategic Partners in the U.S. or other countries.
- (j) Prepare a comprehensive list of U.S. defense contractors (including key contacts) with which strategic relationships might be developed and assist DDP-MET in preparing for and meeting with representatives of those companies.
- (k) Assist DDP-MET 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.
- (l) Assist DDP-MET in evaluation of contract proposals both as to business and economic terms and usual and customary practices used within the United States.

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- (m) Advise and keep DDP-MET 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.
- (n) Identify key NATO officials to be contacted and facilitate negotiations on behalf of DDP-MET with U.S. Defense and/or NATO officials, especially those based in the United States.
- (o) Assist DDP-MET 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.
- (p) Advise and assist DDP-MET in the formulation and implementation of privatization policy and, upon request, specific privatization transactions.
- (q) Promote the positive public image of DDP-MET within the United States and with NATO officials.
- (r) Assist DDP-MET 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 DDP-MET will be executed in a manner intended to obtain the highest and best price and maximum proceeds for DDP-MET, while taking into account all appropriate goals and objectives established by DDP-MET and Romanian authorities. We will perform all services hereunder strictly in accordance with all applicable laws of the United States and the Romanian authorities, including without limitation laws and regulations relating to procurement and national security, to ensure maximum transparency.

Compensation.

Procured Sales.

The contracts will be signed by Romanian commercial companies as directed by DDP MET.

Commissions will be due and payable upon closing of the sale. Any legal fees paid in association with work performed in support of a particular transaction shall be rebated to DDP-MET from the payments of any commissions under this section.

As compensation for procuring sales by DDP-MET 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 DDP-MET to a purchaser procured through the efforts of WMS. 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 $(.12 \times 25,000,000) + (.10 \times 25,000,000) + (.08 \times 10,000,000)$].

In addition, if DDP-MET specifically requests WMS' assistance in procuring a sale, we will be entitled to hourly fees for time worked, together with reimbursement of all expenses and disbursements incurred in the project, as described in our Standard Terms of Engagement attached hereto. As mentioned in the chapeau above, all such hourly fees paid by commercial companies under the purview of DDP-MET will be credited against the above commission at closing.

Procured Purchases.

As compensation for procuring purchases by commercial companies under the purview of DDP-MET from or through the United States Government or from defense contractors based in the U.S. or other NATO countries, WMS will be entitled to a commission equal to 6% of gross purchase price on purchases made by or through commercial companies under the purview of DDP-MET on purchases procured through the efforts of WMS. The commission will be due and payable upon execution of a binding contract by or through commercial companies under the purview of DDP-MET. Our commission will be reduced for large purchase transactions as set forth below:

<u>Gross Purchase Price (One Transaction)</u>	<u>Commission</u>
Up to US \$25 million	6%
Between US \$25 million and \$50 million	5%
US \$50 million and 100 million	4%
Over \$100 million	3%

Example: On one purchase transaction where gross purchase price is \$150 million, WMS will be entitled to a commission of \$6,250,000 [computed as sum of $(.06 \times 25,000,000) + (.05 \times 25,000,000) + (.04 \times 50,000,000) + (.03 \times 50,000,000)$].

In addition, if commercial companies under the purview of DDP-MET specifically requests WMS' assistance in procuring a purchase, we will be entitled to hourly fees for time worked, together with reimbursement of all expenses and disbursements incurred in the project, as described in our Standard Terms of Engagement attached hereto. All such hourly fees paid by commercial companies under the purview of DDP-MET will be credited against the above commission at closing.

DDP-MET agree that any commissions payable hereunder may be escrowed from the transaction proceeds and paid directly to us. WMS shall have the right to audit and DDP-MET agrees to provide reasonable access to the books and records of the commercial companies under the purview of DDP-MET 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 WMS may be engaged from time to time for specific transactions involving the purchase of goods and services for or on behalf of the Romanian government, including the Ministry of Defense, in which case the parties will enter into a separate written agreement addressing the term and conditions, including compensation, relating to those specific transactions and matters. Except as specifically provided in such separate agreements, the terms and conditions set forth herein shall be applicable. All such specific engagements shall be strictly in accordance with all applicable procurement and security laws, including such laws as may apply in both Romania and the United States.

We agree that all proprietary or confidential information relating to DDP-MET or the Romanian authorities or its agencies or officials obtained in the course of our representation, shall be kept strictly confidential.

WMS would be honored to work with DDP-MET and we are convinced that implementation of the general strategy we have discussed at our meetings, and that is reflected in this engagement letter will prove successful in the realization of the objectives of DDP-MET. We are pleased to have the opportunity to present this document and to be of service to Romania in the framework of the Strategic Partnership US - Romania.

If DDP-MET is in agreement with the stated terms of engagement outlined in this document, please sign and return one original copy of this letter. If there are any questions, please let me know immediately so that we can resolve them and proceed with a uniform understanding of our relationship.

Sincerely,

WILLIAMS MULLEN STRATEGIES



Mark J. Robertson
President

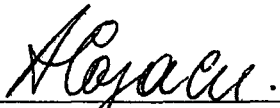
WILLIAMS MULLEN

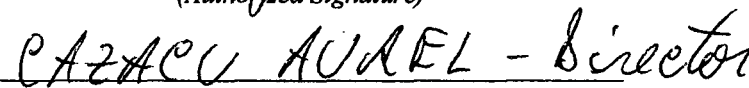


Warren E. Nowlin
Shareholder

Approved: 11 July 2005.

DIRECTORATE FOR DEFENSE PRODUCTION
OF MINISTRY OF ECONOMY AND TRADE
OF GOVERNMENT OF ROMANIA

By: 
(Authorized Signature)


(Print Name and Title)



WILLIAMS MULLEN
STRATEGIES

11 July 2005

Directorate for Defense Production
of Ministry of Economy and Trade
152 Victoria Road
1 Bucharest, Romania
Attn: Honorable Aurel Cazacu

2008 MAY 13 AM 11:31
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Re: Addendum to Agreement

This confirms the applicability of our agreement dated July 11, 2005 styled "Terms of Agreement for Implementation of the Strategic Partnership Between Romania and the United States" (the "Agreement") to the specific projects and matters described herein. We agree that Williams Mullen Strategies is engaged to assist DDP, enterprises under its control, and the Government of Romania in connection with the sale, joint venture, privatizations or other transactions involving the following two companies:

- Avione Craiova SA
- Romaero SA

All terms and conditions set forth in the Agreement shall be applicable to WMS in its activities relating to the above two companies.

Sincerely,

WILLIAMS MULLEN STRATEGIES

Mark J. Robertson
President

WILLIAMS MULLEN

Warren E. Nowlin
Shareholder

Approved: 11 July 2005.

DIRECTORATE FOR DEFENSE PRODUCTION
OF MINISTRY OF ECONOMY AND TRADE
OF GOVERNMENT OF ROMANIA

By: _____

(Authorized Signature)

AUREL CAZACU - Director
(Print Name and Title)

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