

**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 Quinn Gillespie & Associates, LLC	2. Registration No. 5753
3. Name of Foreign Principal Government of the Republika Srpska	

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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.

The performance of the above-mentioned agreement is set forth in the attached Memorandum of Agreement.

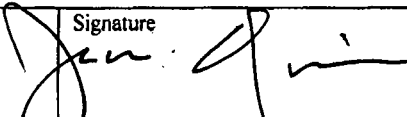
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

As described in the attached Memorandum of Agreement, which extends an existing representation, the registrant will, on behalf of the Government of the Republika Srpska, brief U.S. government policymakers, develop a comprehensive U.S. media strategy, oversee government relations strategy with respect to the European Union and the United Nations, and develop communications strategies.

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.

The registrant's activities on behalf of the foreign principal, as described in the attached Memorandum of Agreement, may include communications with Executive Branch officials as well as Members of Congress and congressional staff.

Date of Exhibit B	Name and Title Jack Quinn, Chairman	Signature 
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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.

ANNEX I

Of the Memorandum of Agreement between Quinn Gillespie & Associates LLC (QGA) and Republika Srpska, number 04/1-2058/07, dated 24/12/2007

Article 1

The parties have hereby agreed to have the Memorandum of Agreement between the QGA and Republika Srpska extended for another 12 months, i.e. that it will be valid until 31/12/2009.


Article 2

The QGA is hereby obliged to present the Government of Republika Srpska with the Framework Plan of Activities for 2009, which will be an integral part of this Memorandum, no later than January 15th 2009.

For Quinn Gillespie & Associates LLC

*John Quinn*  
Date: 08/12/08

For the Government of Republika Srpska

  
Date: 20/12/08  
04/1-2058/07

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**А Н Е К С И**  
**на Меморандум о споразуму између Quinn Gillespie & Associates LLC**  
**(QGA) и Републике Српске, број 04/1-2058/07, од 24.12.2007. године**

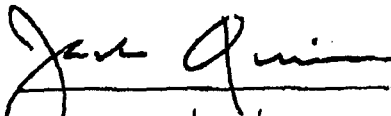
**Члан 1.**

Стране су се усагласиле да се рок, на који је закључен Меморандум о споразуму између QGA и Републике Српске, продужи за наредних 12 мјесеци, односно да траје до 31.12.2009. године.

**Члан 2.**

QGA се обавезује да ће, најкасније до 15. јануара 2009. године, Влади Републике Српске доставити Оквирни план активности за 2009. годину, који ће чинити саставни дио овог меморандума.

За Quinn Gillespie & Associates LLC

  
Датум: 08/12/08



За ВЛАДУ РЕПУБЛИКЕ СРПСКЕ

08/12/08

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**MEMORANDUM OF AGREEMENT**

**THIS MEMORANDUM OF AGREEMENT** (this "Agreement"), dated as of January 3, 2008, is entered into between Quinn Gillespie & Associates, LLC ("QGA") and Republika Srpska (the "Client").

A. The Client desires to engage QGA to provide public affairs services.

B. QGA is willing to accept such engagement on the terms and subject to the condition and limitations contained in this Agreement.

**NOW, THEREFORE**, based upon the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Description of Services. QGA, along with our subcontractor partner The Laurus Group ("Laurus"), will provide government and public relations services to Client related to:

(a) Helping Client brief U.S. government policy makers in both the Bush Administration and Congress on the importance of a cohesive Client entity (QGA/Laurus);

(b) Developing a comprehensive U.S. media strategy to raise the profile of Client for U.S. audiences (QGA/Laurus);

(c) Overseeing Client government relations strategy for the European Union and United Nations, the Office of the High Representative in BiH, including coordinating messaging and advocacy efforts (Laurus); and

(d) Developing an overarching Client national communications strategy, including message development, communications organization and training (QGA/Laurus).

Client acknowledges and agrees that QGA is not a law firm and will not provide legal services or advice to Client.

2. Fee Amount, Expenses and Payment Schedule.

(a) Client agrees to pay QGA non-refundable retainer fees of USD\$106,000 (one hundred six thousand U.S. dollars) per month (the "Retainer Fees") and pre-paid reimbursement for expenses of USD\$16,600 (sixteen thousand six hundred

U.S. dollars) per month ("Expense Payments") for the period beginning January 3, 2008 and ending December 31, 2008 (the "Term"). Monthly Retainer Fees and Expense Payments are due on the 15<sup>th</sup> day of each month (for example, payment of all fees and expenses for the month of February will be due no later than February 15, 2008). Client agrees that neither QGA nor Laurus will perform any work on behalf of Client until the first payment of USD\$122,600 (one hundred twenty two thousand and six hundred U.S. dollars), due on January 15, 2007, is received by QGA and that QGA will suspend work for Client if any subsequent payments are delinquent.

(b) Either party may terminate this Agreement by providing written notice at least thirty (30) days in advance of the final day QGA will represent Client (the "Termination Date"). Should Client or QGA opt to end the relationship before the end of the Term, Client agrees to pay, no later than the Termination Date, all fees and expenses due through the Termination Date, wherein QGA is also obliged to continue its services until Termination Date expiry.

(c) All expenses, including but not limited to items such as first or business class travel; first class hotel accommodations; local transportation; travel meals and entertainment; printing; international mail and delivery; international conference call service charges; translation fees; vendors and subcontractors; and media and research services will be covered by Client's Expense Payments as stipulated by Item 1 of this Article. All air travel by QGA/Laurus will be First or Business class and all hotel accommodations will be First Class.

(d) QGA and Client agree that the Retainer Fees and Expense Payments described above will also cover professional fees and expenses for The Laurus Group, who will work on behalf of Client as a subcontractor to QGA and who will be bound by the terms of this Agreement.

3. Waiver. QGA agrees that it may not perform public affairs service for any other company, government/entity which may have a conflict with the Client, unless the Client agrees beforehand. The Client agrees that QGA may represent entities that now or in the future may have adverse interests to those of the Client only in matters not substantially related to the specific matters for which Client has retained QGA. QGA shall notify and consult with Client in advance of accepting any matter known by QGA to be adverse to Client.

4. Confidentiality. Except as necessary for the performance of the services contemplated herein or with the Client's specific consent, QGA shall keep confidential all information received from Client, its affiliates or representatives. QGA's obligation to keep information confidential shall survive termination of this Agreement.

5. Miscellaneous.

(a) In connection with Client's engagement of QGA and QGA's activities on Client's behalf, each party agrees to abide by and comply with all applicable

international laws, rules and regulations of applicable jurisdiction wherein QGA is headquartered, including without limitation the Foreign Agents Registration Act (FARA), the Foreign Corrupt Practices Act (FCPA) and the regulations promulgated thereunder.

(b) Regarding communication technology, Client acknowledges that communication by cellular telephone, facsimile transmission, and e-mail poses risks to confidentiality. Nevertheless, Client consents to use of such technology by QGA in this matter. Regarding facsimile and e-mail, access to such transmissions should be limited to those who need access for the purpose of Client's interests.

(c) None of the terms or provisions of this letter agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by QGA and Client. No failure to exercise, nor any delay in exercising, on the part of any party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that such party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

(d) This Agreement is not assignable without the written consent of the other party hereto, and any purported assignment not in compliance with this Agreement shall be null and void and of no effect. Subject to the foregoing, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(e) In case of dispute regarding any of the articles in this Agreement, contractual parties hereby irrevocably and unconditionally agree that Arbitrage in Vienna would be fully competent to settle a dispute regarding any article of this Agreement both in the material and in the formal sense.


(f) This Agreement may be executed in six equal counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument and will be assigned three copies to each contractual party.

(g) All communications with respect hereto shall be in writing, and any communication or delivery hereunder shall be deemed to have been duly given and received only when actually delivered to the address set forth herein of the party to be notified. All such notices shall be delivered by hand, by facsimile transmission, sent prepaid by Federal Express, DHL or a comparable overnight delivery service or sent by certified, registered or express mail, return receipt requested. Any party may change its


address for notice by a written communications delivered in accordance with this paragraph.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto effective as of the date first above written.

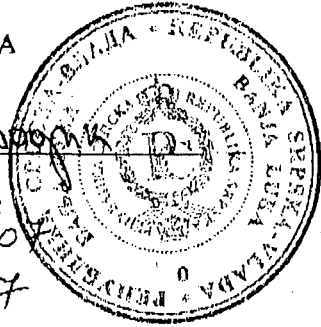
QUINN GILLESPIE & ASSOCIATES LLC

By:   
Name: Jack Quinn  
Title: Chairman

REPUBLIKA SRPSKA

By:   
Name: Milorad Dodik  
Title: Prime Minister

05/1. -2058/07  
24.12.2007



05/1. -2058/07  
24.12.2007