

Draft Retainer Agreement

THIS AGREEMENT is made between the Arab Republic of Egypt (the "Government") and PLM Group, LLC, a Virginia limited liability company ("PLM").

- (1) The Government and PLM have agreed that the PLM should render government relations and strategic lobbying services as well as related legislative services, to assist the Government - working with the Embassy of the Government in the United States and the appropriate Ministries - in the following areas: promoting and safeguarding the Government's interests in the United States; maintaining the amount of United States military and economic aid to Egypt; enhancing the quality of that aid by improving terms and conditions, progressively and over a period of time; assisting the Government in increasing American private sector financing for projects in Egypt and investment in its economy; and in general, providing such other appropriate assistance as will serve to achieve the above purposes.
- (2) In providing the required services to the Government, PLM would be governed by the enclosed Working Plan, which constitutes an integral part of this contract.
- (3) In carrying out the above services, PLM will devote its best resources to each of the tasks assigned to it in a manner that will best assure the accomplishment of the above objectives, consistent with the policies and operating procedures of the Government.
- (4) PLM may employ subcontractors, with the prior consent of the Government, at its discretion to assist in providing the services described herein. Compensation for such subcontractors is included in the retainer fee noted below.
- (5) The Government will compensate PLM at the rate of USD \$1,110,000 per annum for services described under this Agreement, inclusive of all charges and expenses. Team members from PLM will travel to Egypt twice yearly to hold meetings with representatives of the appropriate Government agencies. In such case, PLM will be responsible for air travel expenses for all PLM representatives, while the Government will be responsible for hotel accommodations, meals, and other relevant expenses during their stay in Egypt.
- (6) Upon signing the Agreement, one-quarter (1/4) of the annual fee - USD \$277,500 - will be paid to PLM. The balance will be paid to PLM in three quarterly installments, with due dates of January 15, 2008; April 15, 2008; and July 15, 2008.

Payments shall be made by wire to:

Bank Name:

Bank Address:

Account Name:

Account Number:

ABA Number:

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REGISTRATION UNIT

*Bank contact:
Bank Phone #:
Bank Fax #:
Email:*

- (7) This Agreement shall be for a term of one year beginning on October 15, 2007. Each party has the right to terminate the Agreement at any time 60 days after providing a written notice of its intention to do so. In such a case, PLM shall compensate the Government for the remainder of the period to which the rate has been already paid.*
- (8) This Agreement will be extended for additional one year terms unless either party terminates the Agreement by written notice sixty (60) days in advance of the anniversary date. The retainer fee for any such extension shall be determined via good faith negotiation and mutual agreement on or before October 14, 2008 and any subsequent anniversary date.*
- (9) In the event of the dissolution of the PLM Group, LLC as a business organization, the Government will have the option of continuing the Agreement, in whole or in part, with any surviving or successor entity, or terminating the Agreement upon 60 days' written notice.*
- (10) This Agreement shall be governed by, and construed according to, the laws of the United States of America. Any claim or controversy arising out of or relating to this Agreement shall, upon the request of any party involved, be finally settled under the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with said Rules. The arbitrator's decision shall follow the plain meaning of this Agreement and shall be final and binding.*
- (11) In connection with this Agreement, it is understood that PLM, in certain circumstances, may be required under applicable United States law to register its representation of the Government with the United States Government and that PLM will comply with all requirements of United States law in this connection.*

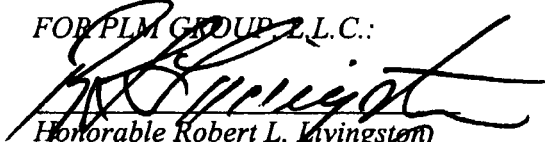
IN WITNESS THEREOF, The parties have caused this Agreement to be executed by their duly authorized representatives on the date written below:

DATE _____


*FOR THE GOVERNMENT OF
EGYPT:*

*H.E. Ambassador Nabil Fahmy
Title: Ambassador of Egypt to the United States.*

FOR PLM GROUP L.L.C.:



Honorable Robert L. Livingston
Manager



Anthony Podesta
Manager

Honorable Toby Moffett
Chairman – Board of Directors

FOR PLM GROUP, L.L.C.:

*Honorable Robert L. Livingston
Manager*

*Anthony Podesta
Manager*



*Honorable Toby Moffett
Chairman – Board of Directors*

Work Plan

Preamble

PLM should render government relations and related legislative services to assist the Egyptian Government, working with the Egyptian Embassy in Washington, DC and the appropriate Ministries, in the following areas: promoting and safeguarding Egypt's interests in the United States; maintaining or increasing the amount of U.S. military and economic aid to Egypt; enhancing the quality of that aid over time; promoting Egypt's economic, political and military interests in the United States; emphasizing the importance of the Egyptian-American relationship; laying the foundation for continuing cooperation; and in general, providing such other appropriate assistance as will serve to achieve the above purposes. The parties agree that all Work Plan-related taskings to PLM by the Government (whether by the Embassy or any Ministry) shall be directed to the Honorable Toby Moffett or his designated team representative.

Section A

I. Reporting Requirements:

- 1. PLM will provide reports to the Embassy and at the Defense Office. PLM will also provide regular weekly briefings at both the Embassy and the Defense Office, as well as any other briefings and reports mutually agreed upon. PLM will also provide a monthly status report concerning the services to be provided herein, as well as a comprehensive yearly report outlining U.S. policies and political developments concerning military and economic aid in general and the effect on Egypt in particular. Such briefings and reports should describe the annual policy-making process in both Congress and the Administration, and the role of PLM in influencing Members of Congress, Administration officials as well as congressional and public policy "think tanks" that influence the Egyptian-American relationship. PLM will identify the persons involved in making decisions that would affect Egyptian interests within this process and suggest appropriate strategies and tactics.*
- 2. PLM will draft, in consultation and coordination with the Egyptian Embassy and, the Ministry of Defense and the Ministry of International Cooperation, two annual "White Papers" justifying Egypt's request for military and economic aid. The aim of these papers will be to highlight Egyptian priorities, and to develop a rationale to achieve required levels and improve the flexibility of aid that Egypt receives from the United States. The firm should also assist the Embassy and representatives of relevant Egyptian ministries in presenting and discussing these papers with the appropriate entities in both Congress and the Executive Branch.*
- 3. PLM will prepare, as required, in consultation and coordination with the Egyptian Embassy and the relevant Egyptian ministries, papers to highlight the importance of the Egyptian-American relationship and well assist in their appropriate dissemination.*

II. Supporting Delegations' Visits:

1. *Assist with arrangements to enhance the success of visits to the United States by Egyptian officials and provide information in coordination with the Embassy.*
2. *Provide advice on the coordination of Congressional visits to Egypt to assure maximum advantage to Egypt in accomplishing its objectives.*

Section B

III. Lobbying Activities:

- 1- *To provide assistance and advice, as requested, to the Embassy in the task of securing and further enhancing the interests of Egypt in the United States in the political, economic, military and other fields. This would include, inter alia, United States economic and military assistance to Egypt.*
- 2- *In fulfilling its task, PLM should maintain continuous liaison with the various branches of the United States Government, particularly the Administration and the Congress, to protect Egypt's interests and assistance levels, to facilitate approval of commercial and non-subsidized government- to- government arms sales, and to improve the terms of the aid package.*
- 3- *PLM should identify, as early as possible, any weaknesses and/or problem areas in Egypt's image within Congress or the Executive Branch and advise on ways to deal with such areas of concern.*
- 4- *PLM should provide advice for the maintenance and further enhancement of relations between Egypt and the Members of Congress/congressional staff with jurisdiction over Egypt's aid packages and other issues of relevance to Egypt's interests.*
- 5- *Within forty-five days after signing of the contract, PLM will develop, with the Government, an Action Plan in order that PLM's assistance may be supportive of the priority activities of the appropriate entities of the Government, especially its Embassy in Washington, DC. Said Action Plan shall be designed to accomplish Egypt's objectives, including, inter alia, the military aid (FMF) programs and economic aid (ESF or otherwise).*
- 6- *Assistance to complement Embassy's efforts and contacts with all levels of the U.S. political system.*
- 7- *Assistance with different U.S. government agencies dispersing U.S. assistance (e.g. OMC).*

- 8- *PLM may provide general, high-level strategic advice relative to the Egyptian image among American decision-makers. PLM's contact activities, advocacy and implementation of tactical approaches will to aim to broaden the base of support for Egypt in the United States with particular focus on decision-makers within Congress or the Administration.*
- 9- *PLM will provide general strategic advice to the Egyptian Embassy Press Office on how best to ensure the most effective and wider dissemination, within Washington, DC, of information prepared for safeguarding Egypt's interests and the promotion of the Egyptian-American relationship.*

IV. Other Activities:

1. *Providing general ideas and broad strategies, as directed, in order to maximize the benefits received from the U.S. assistance and the expansion of Egypt's trade with the United States.*
2. *Working within the U.S. business community's Washington offices to improve Egypt's image as a favorable climate for U.S. investment and trade, including assistance in alleviating problems hindering Egyptian exports.*
3. *Utilizing existing PLM corporate relationships and information in the public domain, assist the Embassy, the Defense and Procurement Offices in identifying goods and services that fulfill critical needs in Egypt.*
4. *Providing general non-technical, political advice relative to commercial export licenses for U.S. products that Egypt wishes to import and in dealing with U.S. tariff and non-tariff barriers facing Egyptian exports. Said advice should not be considered as a substitute for the required legal counsel in this highly technical area of US and international trade law.*
5. *Providing general, high-level strategic advice on means to address problems hindering Egyptian exports and enabling Egypt to benefit from regional or sub-regional trade arrangements (e.g. AGOA, MEFTA).*