

Privacy Act Statement. 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. 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.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 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, Criminal 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.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

|   |                             |
|---|-----------------------------|
| 1. Name and address of registrant<br>Levick Strategic Communications<br>1900 M Street NW, Suite 400<br>Washington, DC 20036 | 2. Registration No.<br>5649 |
|---|-----------------------------|

|   |   |
|---|---|
| 3. Name of foreign principal<br>Sheikh Mohammed Bin Rashid Al Maktoum (Prime Minister<br>VP of the UAE), Sheikh Hamdan Bin Rashid Al Maktoum<br>(Minister of Finance and Industry for the UAE), The Executive<br>Office (Dubai) | 4. Principal address of foreign principal<br>c/o The Executive Office<br>Dubai Holdings<br>PO Box 73311<br>Dubai, UAE |
|---|---|

CRIMINAL REGISTRATION UNIT  
2007 FEB 28 PM 3:41

5. Indicate whether your foreign principal is one of the following:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (specify): \_\_\_\_\_
- Individual-State nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.  
The Executive Office
- b) Name and title of official with whom registrant deals.  
Sheikh Mohammed Bin Rashid Al Maktoum (Prime Minister and VP of the UAE)

7. If the foreign principal is a foreign political party, state:

- a) Principal address.  
N/A
- b) Name and title of official with whom registrant deals.
- c) Principal aim.

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

|   |                              |                             |
|---|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

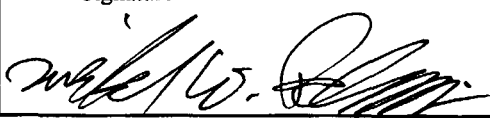
| Date of Exhibit A | Name and Title                               | Signature  |
|-------------------|--|--|
| 1/19/07           | Michael W. Robinson<br>Senior Vice President |  |

Exhibit B  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, as amended

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. 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. 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.

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, Criminal 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<br>Levick Strategic Communications<br>1900 M Street NW Suite 400<br>Washington, DC 20036  | 2. Registration No.<br>5649 |
| 3. Name of Foreign Principal<br>Sheikh Mohammed Bin Rashid Al Maktoum (Prime Minister and VP of the UAE)<br>Sheikh Hamdan Bin Rashid Al Maktoum (Minister of Finance and Industry of the UAE)<br>Executive Office (Dubai) |                             |

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.  
Communication and Public Relations.

2007 FEB 28 PM 3:13  
CRM/CIS/REGISTRATION UNIT

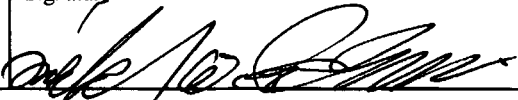
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

We will contact, as appropriate, representatives of media and other private groups to provide them information or to discuss issues relating to said Foreign Principal. As part of our work, we will release press releases and other public communications.

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.

We will contact, as appropriate, representatives of media and other private groups to provide them information or to discuss issues relating to said Foreign Principal. As part of our work, we will release press releases and other public communications.

| Date of Exhibit B | Name and Title            | Signature  |
|-------------------|---------------------------|--|
| 2/8/07            | Michael L. Robinson - SUP |  |

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.



VIA EMAIL

**PRIVILEGED & CONFIDENTIAL  
ATTORNEY WORK-PRODUCT**

3 January 2007

Joseph G. Finnerty III, Esq.  
DLA Piper US LLP  
1251 Avenue of the Americas New  
York, New York 10020-1104

**Re: Strategic Litigation Communications Program for Project Voss**

Dear Joseph:

We are very pleased to be working with DLA Piper and its client, the Executive Office, in the execution of a strategic communications effort for Project Voss. This contract is for services as outlined in the project proposal presented to the Voss Team on 29 November 2006 in New York City.

We are convinced that a cogent communications initiative will be an instrumental component of your legal defense and directly contribute to your success in countering expected litigation as well as in mitigating any long-term reputation damage for your client.

#### **CONTRACT**

##### *Agreement*

DLA Piper has requested us to provide services relating to a potential civil litigation matter involving its client, the Executive Office, and we have been working within that relationship from the start.

Work shall continue as an open-ended engagement. It may also be terminated by either party upon thirty (30) days written notice. The engagement will begin with a \$150,000 retainer to be paid by the Executive Office to Levick Strategic Communications as the first payment for Levick services. The Executive Office shall exclusively be responsible for our fees and expenses. Subsequent invoices for services and expenses will be sent by the first week of each month. They will be due upon receipt.

We have agreed to provide a ten percent (10%) courtesy discount to begin with the March 07 billing cycle and to continue through the following nine (9) months. To the extent that you or the Executive Office determines that additional work is necessary, it shall be performed on an agreed-upon basis as to scope and additional budget, and billed on an hourly basis in addition to the monthly retainer.

During the term on this engagement, Levick will manage the activities of Rock Creek Strategic Marketing, which will provide Web-based communications and analysis services, and of TDI, which will handle investigative assignments in support of your litigation needs.

2007 FEB 28 PM 3:42  
CRM/CS/LEGAL/STAFF/UNIT

Both Rock Creek and TDI will invoice you separately and directly on the same schedule as Levick. Rock Creek's first retainer is \$70,000; TDI's is \$65,000. As discussed, we have expedited billing for Levick, Rock Creek and TDI due to the extensive nature of the work required in the first few months of this engagement. Second invoices from Rock Creek (\$35,000), TDI (\$25,000), and Levick (\$133,500), will be presented on January 3, 2007. The second Levick invoice includes the 10% goodwill discount. For your convenience, we have included a chart on page 3 of this document that outlines the rolling budget for Levick's services as well as those of Rock Creek and TDI.

Out-of-pocket expenses will be billed separately. Should any expenses involve extraordinary amounts (e.g., for video news releases, photography, or unusual travel), we will consult first with you for approval.

#### *Scope of Services*

You and your client are free at any time to expand the scope of work by informing us of what changes you require, either in writing or orally, subject to the provisions set forth below.

Throughout our relationship, we will provide you with monthly statements that reflect the services performed for you and your client along with an Executive Summary identifying results and describing our work. These summaries will also be provided to your client.

#### *Confidentiality*

We agree not to, during or subsequent to the termination of this Agreement, divulge, furnish or make accessible to anyone, knowledge or information obtained from you, the client, or any of your agents, representatives or employees, without your prior written approval.

#### *Privilege*

We understand that you have retained Levick to assist you in your capacity as outside counsel to the Executive Office with regard to anticipated civil litigation concerning international human rights, labor and employment, and other related issues. In doing so, Levick shall work at your direction. To the extent that Levick communicates with other members of the Executive Office directly, it will be in connection with assisting you as described above. In so assisting you, our communications, written or otherwise, including all information received from DLA Piper or the Executive Office, as well as all work product we may generate with regard to this matter, are intended to be confidential and maintained within the scope of, and protected under, the attorney/client privilege, the attorney work product doctrine, and any other privileges or protections that may be applicable. Accordingly, we will maintain as confidential all information provided by DLA Piper or the Executive Office ("Confidential Information") and we shall not disclose such information to any third party without the prior written consent of DLA Piper. Any notes or other documents we create in connection with this matter shall be marked with the same legend as set forth at the top of this correspondence pertaining to the attorney/client privilege and related privileges.

At the end of this engagement, at your written request and to the extent permitted by law, we shall return to you or destroy all materials containing Confidential Information, including but not limited to documents, computer media and electronic data.

If any of the information or materials related to this engagement that are within the custody or control of us or any of our agents or representatives are subpoenaed by any person or entity, you will be provided written notice of such subpoena in advance of our compliance therewith to enable you to seek a protective order or other appropriate remedy. If necessary, we will cooperate with you in any effort to obtain such protective order or remedy. If you do not obtain and deliver to us a protective order or other order by the due date of the subpoena, we will comply with the subpoena, but will comply with such subpoena in a way as to limit, to the extent able to do so, the Confidential Information being disclosed.

Our obligations pertaining to privilege and confidentiality shall survive the termination of this agreement.

*Contracting*

You and the Executive Office agree not to hire any Levick employees or their agents independently for the period of this agreement and one year after its completion.

*Indemnification*

Since we will be acting at your direction in providing legal services to the Executive Office, the Executive Office agrees to indemnify and hold us and our agents and assigns harmless with respect to any claims or actions for discovery. The Executive Office also agrees to indemnify and hold us and our agents and assigns harmless with respect to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy arising out of our consultation and/or any materials or information supplied by you to us where we have acted in good faith and in accordance with your instructions; it being understood and agreed that this indemnity shall not extend to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy where we have acted contrary to your instructions or otherwise have acted with gross negligence.

*Budget*

Our work will proceed under the following budget schedule:

**First Seven Months Project Voss Budget Schedule\***

|                    | Dec 06           | Jan 07           | Feb 07           | Mar 07          | Apr 07          | May 07          | Jun07           |
|--------------------|------------------|------------------|------------------|-----------------|-----------------|-----------------|-----------------|
| Levick Fcc **      | \$75,000         | \$75,000         | \$75,000         | \$65,000        | \$65,000        | \$55,000        | \$45,000        |
| Rock Creek***      | \$40,000         | \$30,000         | \$20,000         | \$15,000        | TBD             | TBD             | TBD             |
| TDI***             | \$40,000         | \$25,000         | \$25,000         | TBD             | TBD             | TBD             | TBD             |
| <b>Totals ****</b> | <b>\$155,000</b> | <b>\$130,000</b> | <b>\$120,000</b> | <b>\$80,000</b> | <b>\$65,000</b> | <b>\$55,000</b> | <b>\$45,000</b> |

\*Monthly fees beyond the first seven (7) months shall be determined and agreed upon by both parties, based on the work load requested.

\*\*Invoices for Levick fees for months March '07 through November '07 shall reflect a goodwill discount often percent (10%). This discount shall not apply to any pass-throughs. Costs for travel, lodging, food, PR Newswire placements, video recording services and other extraordinary expenses will be billed separately, and only after consultation with the client.

\*\*\*Blog/Internet and Investigation services will be contracted and billed separately and directly by the vendors to you.

\*\*\*\*Totals are best estimates available at the time of this contract's execution. As developments warrant, the client may require broader services that will incur higher costs. Levick will provide those services only after approval from the client.

To begin work, please sign this letter and return it to us, retaining the second signed original for your records. As work has already begun, we appreciate your expediting payment the signing of this document and payment of the initial retainer in the amount of \$150,000. Subsequent invoices will be sent to you at the address above by the first week of each month for immediate payment.

You may send the check to our address or funds may be wired to:

Bank: BB&T  
Bank Address: 1801 K St. NW, Washington D.C. 20036  
Beneficiary: Levick Strategic Communications  
Account\*: 5151325191  
Routing #: 055003308

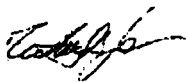
This Agreement may be terminated by either party on not less than 30 days written notice. No change or modification of any provision of this Agreement shall be binding unless in writing and signed by the parties. This Agreement cannot be assigned by us without your prior written consent, shall be binding on each of us and each of our successors and permitted assigns and contains the entire agreement between DLA Piper and Levick with respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, between us with respect to the subject matter hereof. No provision of this agreement may be waived except by a writing by the party against whom such waiver is sought to be enforced. No waiver by either party, whether express or implied, of any provision of this agreement, or any breach or default thereof, shall constitute a continuing waiver of such provision or any other provision of this agreement.

Should any part of this Agreement for any reason be declared invalid, illegal or unenforceable, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

This Agreement may be executed (by original or telecopied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

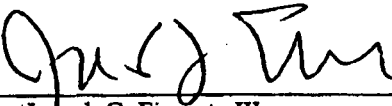
Thank you for your confidence in Levick Strategic Communications. We are delighted to be working with you in support of your strategic litigation communications efforts.

Sincerely,



Richard S. Levick, Esq.  
President & CEO

I have read the above letter and agree with its contents.

By  Date \_\_\_\_\_  
Joseph G. Finnerty III  
DLA Piper US LLP