

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 .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, 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.

*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 Glover Park Group 1025 F St NW, 9th Floor Washington, DC 20004	2. Registration No. 5666
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3. Name of foreign principal Abu Dhabi Investment Authority	4. Principal address of foreign principal 211 Comiche Road, PO Box 3600 Abu Dhabi, United Arab Emirates
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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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other (specify): <u>Government Investment Institution</u>

Individual-State nationality

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

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

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

a) Principal address

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.

Abu Dhabi Investment Authority ("ADIA") is a government investment institution that is wholly owned by and subject to supervision of the Government of the Emirate of Abu Dhabi ("GoAD").

b) Is this foreign principal

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

ADIA is a government institution subject to the supervision of the GoAD. ADIA's current constitutive document is Law No. (5) of 1981, as amended ("Law 5"), Concerning the Re-organization of the Abu Dhabi Investment Authority. Law 5 provides for the separation of roles and responsibilities among its owner, governing body, and management. ADIA's Law 5 objective is "to receive funds of the Government of Abu Dhabi allocated for investment, and invest and reinvest those funds in the public interest of the Emirate in such a way so as to make available the necessary financial resources to secure and maintain the future welfare of the Emirate."

ADIA does not manage funds of any third party.

The Government of Abu Dhabi provides funds to ADIA on a periodic basis that are surplus to its budgetary requirements and other funding commitments. ADIA is a passive, long term investor, mandated to build value in a systematic and structured manner, based on financial considerations. ADIA carries out its investment program independently and without reference to GoAD or GoAD's other "affiliates" that also invest funds on behalf of GoAD.

ADIA is required to make available to the Government of Abu Dhabi, as needed, the financial resources to secure and maintain the future welfare of the Emirate.

Further detail in relation to ADIA is available via its website at <http://www.adia.ae>

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.

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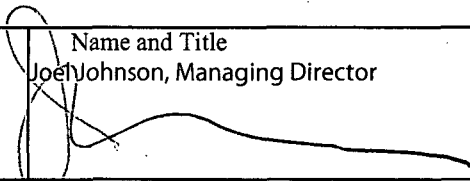
Date of Exhibit A 12/20/2010	Name and Title Joe Johnson, Managing Director	Signature 
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Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

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.

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1. Name of Registrant
Glover Park Group, LLC

2. Registration No.
5666

3. Name of Foreign Principal
Abu Dhabi Investment Authority

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.
Registrant will monitor and provide insight and counsel to ADIA on US policy issues that are of relevance to its business. Registrant will assist ADIA in building relationships with Washington policymakers and thought leaders.

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

Registrant will monitor and provide insight and counsel to ADIA on US policy issues that are of relevance to its business. Registrant will assist ADIA in building relationships with Washington policymakers and thought leaders.

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.

Registrant will monitor and provide insight and counsel to ADIA on US policy issues that are of relevance to its business. Registrant will assist ADIA in building relationships with Washington policymakers and thought leaders.

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Date of Exhibit B 12/20/2010	Name and Title Joel Johnson, Managing Director 	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.

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made as of the 1st of June, 2009, between the Abu Dhabi Investment Authority ("ADIA") with offices at 211 Corniche, P.O. Box 3600, Abu Dhabi, U.A. E, and The Glover Park Group, LLC ("GPG"), a government relations and communications company with offices located at 1025 F Street NW, 9th Floor, Washington, DC 20004.

RECITALS

- A. GPG has experience in government relations, policy, and communications advisory services;
- B. ADIA desires to engage the advisory services of GPG, and GPG desires to provide advisory services to ADIA upon the terms and conditions below.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Advisory Duties. GPG will act as an advisor to ADIA on policy and communications matters. GPG will assist ADIA on the activities set forth in Exhibit A on a reasonable best effort basis.
2. Term. GPG's duties under this Agreement shall commence on June 1, 2009 and continue until May 31, 2010; *provided* that the parties may renew this Agreement for an additional time period as may be further agreed.
3. Independent Contractor Status. It is understood that GPG is an independent contractor and is not an employee, agent, partner, spokesperson or representative of ADIA, and shall not hold itself out to the public as an employee, agent, partner, spokesperson or representative of ADIA. ADIA will not provide, nor will it be responsible to pay for, any benefits for GPG.
4. Employees of Independent Contractor. With prior written approval from ADIA, GPG may, at its own cost, only after securing prior written approval of ADIA, delegate to any entity, at its own cost, all or any part of its functions, powers, discretion, privileges, and duties hereunder, and any such delegation may be on the terms and conditions as GPG thinks fit, but so that GPG shall remain liable hereunder for any act or omission of any such entity as if such act or omission were its own.
5. Business of Independent Contractor. GPG may engage in any other business that it desires and is not required to devote all of its energies exclusively for the benefit of ADIA.
6. No Solicitation. During the term of this Agreement and for a period of one year after its termination, ADIA will not for its purposes or on behalf of any party or any of its affiliates, employ, take away or attempt to employ or take away any GPG employee or contractor, unless ADIA has received the prior written approval of GPG.
7. Discrimination. No person on the ground of handicap, race, color, religion, sex, sexual orientation, age, or national origin, will be excluded from participating in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment

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practices of GPG. GPG shall, upon request, show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants, notices of non-discrimination.

8. Compensation.

- a) Monthly Fees. To secure GPG's involvement in providing the services described above, ADIA shall pay GPG a \$30,000 per month non-refundable fee.
- b) Additional Fees. ADIA shall also pay GPG, upon receipt of invoices from GPG (a) for the costs of all approved production and research projects, according to the schedule set forth in the budgets for such projects, and (b) for the development, production, and placement of paid advertisements, the standard GPG commission of 15% on media buys.
- c) Expenses. ADIA shall pay GPG a 2% client resource fee to reimburse GPG for the following: (1) expenses such as long distance telephone charges, photocopying and postage, (2) usage of GPG's knowledge and technology resources, and (3) usage of GPG's subscriptions to news and business information resources. ADIA shall reimburse GPG for other out-of-pocket costs such as travel, meals, accommodations, conference calls, international wire fees, courier and shipping at cost as incurred.

9. Advances.

- a) Research. Prior to conducting any research, GPG will provide ADIA with a good faith estimate for the research and any related production materials, and ADIA will advance to GPG one-half of the estimated amounts of such research services.

10. Invoices; Payments Thereof. GPG will submit invoices on a monthly basis to ADIA for costs and expenses incurred under the terms of this Agreement. Upon receipt of the monthly invoice, payment will be made to GPG. All payments under this Agreement shall only be sanctioned by ADIA once the relevant invoice accompanied by supporting documents is verified and signed off by ADIA. Save for any disputed invoice, payment shall be due thirty (30) days after the date on which the invoice is received by ADIA.

11. Disclosure and Confidentiality. Both parties shall abide by the signed Confidentiality Agreement, attached for reference as Exhibit B.

12. Legal Filings. It is understood that GPG may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act, on behalf of ADIA and thereafter will be required to file the reports required by FARA, detailing its lobbying activities on ADIA's behalf. It is further understood that GPG will comply with all Federal statutes, regulations and ethics rules, governing its activities on behalf of ADIA, with the United States Congress and Federal Executive Branch departments and agencies. GPG agrees to provide ADIA simultaneously with a copy of all filings and registrations required to be made with any authority pursuant to a requirement of law.

13. Governing Law. This Agreement shall be subject to and governed by the laws of the State of New York, without regard to the conflict of laws provisions thereof. Any dispute regarding the terms of this Agreement shall be brought in federal courts located in the State of New York.

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14. Termination of Agreement. This Agreement shall terminate on May 31, 2010, subject to the right of either party after August 31, 2009 to terminate this agreement without cause for any reason with 30 days prior written notice, and such termination shall not be deemed a breach by the other party. In the case of a material breach by the other party, this Agreement may be terminated immediately. In the event of a termination of this Agreement (whether or not for cause), ADIA shall remain liable for all fees only to extent of the work already carried out.

15. Arbitration.

15.1. In the event of any dispute between the Parties with respect to this Agreement, the Parties shall first make a good faith attempt to resolve such disputes by negotiation. If, after such attempt, a Party believes a negotiated resolution cannot be reached, the dispute (other than requests for equitable relief pursuant to Sub-Section 15.3 hereof) shall be resolved only by arbitration pursuant to the then applicable Commercial Arbitration Rules of the American Arbitration Association ("AAA").

15.2. The arbitration process may be initiated by either Party after good faith negotiation with the other Party by providing a written demand for arbitration, setting forth the basis for the dispute. A qualified neutral arbitrator shall be selected by mutual agreement of the Parties within 30 days of the written demand for arbitration by either Party. If the Parties have not agreed within such 30 day period, either Party may submit a request (which shall be binding on the other Party) that the AAA immediately appoint a qualified neutral arbitrator in accordance with AAA Rules without reference to nominations by either Party. The arbitration proceeding shall be conducted in English in New York City, New York. The arbitration decision in any such dispute shall be rendered in accordance with New York law and not more than 180 days after the selection of the arbitrator, and such decision shall be final and binding on the Parties. An arbitration award under this Agreement may be enforced in any court of competent jurisdiction. Each Party shall bear its own costs (including attorneys' fees) of the arbitration. The costs of the arbitrator and the conduct of the arbitration proceeding shall be borne equally by the Parties, provided that, if the circumstances so warrant, the arbitrator shall have the right to direct that the fees of the substantially prevailing party shall be paid by the other party.

15.3. The Parties expressly acknowledge that, in the event of breach hereof, the aggrieved Party may be otherwise without legal remedy. The Parties therefore hereby agree that, in such event, in addition to other remedies available hereunder, the aggrieved party may elect to institute and prosecute court proceedings to enforce the specific performance of this Agreement or enjoin the continuing breach.

15.4. Without prejudice to Section 13 hereof, the Parties agree that the U.S. District Court for the Southern District of New York sitting in the Borough of Manhattan (or if such court will not accept jurisdiction, in the Supreme Court of the State of New York, County of New York, sitting in the City of New York, Borough of Manhattan) shall be the exclusive forum for any judicial proceedings initiated by a Party against the other Party with respect Sub-Section 15.3 of to this Agreement. Each party hereby consents to (i) be subject to the jurisdiction of said court for the limited purposes of injunctive relief under Sub-Section 15.3 hereof and enforcement of arbitral awards under this Agreement, and (ii) receipt of service of process in connection with any such proceeding by courier delivery at the Party's address set forth in Section 23 hereof.

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16. Survival. Sections 8, 10, 11, 12, 14, 17, 19, and 20 shall survive the termination of this Agreement.
17. Waiver. The waiver by either party of any covenant, obligation or breach of this Agreement shall not operate as, or be construed as, a waiver of any other such covenant, obligation or breach hereof.
18. Modification. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties.
19. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between ADIA and GPG regarding the matters related hereto.
20. Severability. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
21. Representations and Warranties.
 - a) GPG has special knowledge and skilled relevant to the Advisory Services for which it is engaged hereunder and acknowledges that ADIA is relying on such knowledge and skill.
 - b) GPG is fully qualified and authorized in all respects to fulfil the advisory Services obligations and duties specified in and contemplated by this Engagement.
 - c) GPG shall strictly adhere to the provisions of this Agreement and otherwise in accordance with the highest standards of skill, care and due diligence adhered to by a professional advisor performing services of a similar nature.
 - d) Neither GPG nor any of its officers and /or employees is subject and has not in the five (5) year period preceding the date of this letter been subject, to any material actions or claims, or regulatory or criminal investigations, in respect of any services or advice rendered to any person or entity that have not been disclosed in writing to ADIA prior to the date of this letter
22. Headings. The headings are inserted for convenience only and shall not be considered when interpreting any of the provisions or terms hereof.

23. Notices. Whenever notices are required to be given under this agreement, such notices shall be sufficiently given or made if in writing and sent by certified mail, return receipt requested, addressed as follows:

In the case of GPG:

The Glover Park Group, LLC
Attn: Chip Smith
1025 F Street NW
9th Floor
Washington, DC 20004

In the case of ADIA:

Abu Dhabi Investment Authority
Attn: Ewart Glendinning
211 Corniche, P.O. Box 3600,
Abu Dhabi, U.A.E.

[signatures follow on the next page]

EXHIBIT A

1. Provide support to ADIA's in-house communications team in developing a comprehensive communications plan;
2. Monitor and provide insight and counsel on ADIA-related policy issues;
3. Assist ADIA in building relationships with key Washington policymakers and thought leaders;
4. Monitor key publications and provide feedback on potential issues and opportunities;
5. Monitor industry peer group to identify new communications initiatives and best practice;
6. Identify and correct errors in articles / databases (E.G. SWF Institute, Business Week profile on website etc.);
7. Other issues agreed to by both parties and directed by ADIA.

Exhibit B

- (1). Abu Dhabi Investment Authority

- (2). The Glover Park Group, LLC

CONFIDENTIALITY

AGREEMENT

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CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made in Abu Dhabi, UAE between:

ABU DHABI INVESTMENT AUTHORITY, a duly organized public organization under the laws of Abu Dhabi, having its postal address as P.O. Box 3600, Abu Dhabi, UAE, hereinafter referred to as "ADIA" or "FIRST PARTY"

AND

THE GLOVER PARK GROUP, LLC, a duly incorporated company under the laws of the State of Delaware, having its postal address as 1025 F Street NW, 9th Floor, Washington, DC 20004, hereinafter referred to as "GPG" or "Consultant".

WHEREAS:

- (A) ADIA has disclosed and/or is intending to disclose certain information to Consultant in order that Consultant may properly perform the tasks and services required by ADIA (the "Services"), all of which information is regarded by ADIA as being confidential.
- (B) ADIA wishes to ensure that Consultant shall maintain the confidentiality of all such information disclosed at all times or as hereinafter provided.

IT IS HEREBY AGREED as follows:

1. Confidentiality

- 1.1 Consultant shall treat as confidential all information obtained from ADIA and:-
 - 1.1.1 shall not disclose any part or the whole of such information to any third party without the prior written consent of ADIA, except to such persons and to such extent as may be necessary for the performance of the Services or as is otherwise required by law;
 - 1.1.2 shall not use any of that information otherwise than for the purposes of the Services.
- 1.2 Consultant shall take all necessary precautions to ensure that all information obtained from ADIA under or in connection with the Services:-
 - 1.2.1 is given to each member of Consultant's staff and, to each of its sub-contractors, only to the extent necessary for the member of staff's or that sub-contractor's activities in relation to the performance of the Services; and
 - 1.2.2 is treated as confidential and not disclosed or used by any member of staff or sub-contractor otherwise than for the purposes of the Services.
 - 1.2.3 is treated with the same degree of care as it would apply in connection with its own proprietary confidential information and materials.
- 1.3 The Consultant shall procure that all members of its staff and sub-contractors sign a confidentiality undertaking before commencing work in connection with the performance of the Services.

- 1.4 The provisions of Clauses 1.1 and 1.2 shall not apply to any information:-
- 1.4.1 which is or becomes public knowledge (otherwise than by breach of this Agreement); and
- 1.4.2 which was in the possession of Consultant, without restrictions as to its disclosure, before receiving it from ADIA; or
- 1.4.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.
- 1.5 For the purpose of Clause 1.4.1 specific information disclosed by ADIA to Consultant shall not be deemed to be public knowledge or to be in the prior possession of Consultant by virtue of the fact that the information is known to a few people to whom the information may be of commercial interest, or merely because it is embraced by more general information in the public domain or by more general information thereafter acquired by Consultant. Additionally, where various individual elements, components or parts of the knowledge or information are public knowledge then it shall not mean that the knowledge or information relating to the Services as a whole is also public knowledge.
- 1.6 Nothing in this Agreement shall prevent ADIA from disclosing any information obtained from the Consultant to any other department, office or agency of the Government of Abu Dhabi, or to any person engaged by ADIA in connection with the Services.

2. Return of Information/Documents

All relevant information and documents provided to Consultant in connection with performance of the Services shall remain the property of ADIA, and ADIA may demand the return thereof at any time, and for any reason upon giving written notice to Consultant. Within fourteen (14) days of receipt of such notice, Consultant shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession and in the possession of employees or sub-contractors to whom it was disclosed. The Consultant undertakes to furnish ADIA with a certificate, certifying that no copies have been made or retained. The undertakings in this clause 2 shall not apply to Information which the Consultant must retain under any applicable law, rule or regulation, including the rules of a professional body and the Consultant may retain one copy of all Information for its permanent internal records which shall remain subject to the provisions of this Agreement. The Consultant undertakes to furnish ADIA with a list of all Information that is being retained under any of the exceptional circumstances referred above.

3. Indemnity

- 3.1 The Consultant shall indemnify ADIA on demand in full for any expense, loss, damage or liability directly resulting from or directly incurred by ADIA in consequence of:-
- 3.1.1 Any breach of this Agreement (or related undertakings) by Consultant.
- 3.1.2 Any breach of this Agreement (or related undertakings) by any member of Consultant's staff, agents or its sub-contractors (if any).
- 3.1.3 It is understood and agreed that money damages would not be the only sufficient remedy for any breach of this Agreement and ADIA shall be entitled to injunctive relief as a remedy for such

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breach, without prejudice to any other rights or remedies available to ADIA under the applicable law, and for such purposes the Consultant hereby agrees to submit to any court in such jurisdiction as ADIA may at any time nominate.

4. Assignment

This Agreement cannot be assigned without prior written consent of the other party. In the event of Assignment, this agreement shall be binding on an inure to the benefit of the parties hereto and their respective successors and permitted assigns as if they had been a party to this agreement.

5. Governing Law/Jurisdiction

This Agreement shall be governed by the Laws of the State of New York and any dispute that may arise out of or is connected with this agreement, shall be settled before the federal courts of New York.

6. Period of Agreement

This Agreement shall be binding as from the date upon which it is signed by the Parties and shall continue in full force and effect after completion of the Services.

7. Effective Date

This Agreement shall be effective as of the date of its signatures by both parties.

AS WITNESS the hands of the parties hereto or their duly authorized representative the day and year first above written.

On behalf of:

Abu Dhabi Investment Authority
(ADIA)

Executive Director
Finance & Administration
Date: 7/21/05



On behalf of:

The Glover Park Group, LLC
(Consultant)

President & Chief Executive Officer

Date: 7/21/05

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Salem Rashed Saeed Al Mohannadi
Executive Director, Finance & Administration
Abu Dhabi Investment Authority
211 Corniche, P.O. Box 3600
Abu Dhabi, U.A. E

RE: CONTRACT EXTENSION TO AGREEMENT DATED JUNE 1, 2009

May 31st 2010

Dear Mr. Salem:

It has come to our attention that the Consulting Agreement ("Agreement") for The Glover Park Group, LLC ("GPG") to advise Abu Dhabi Investment Authority ("ADIA") on policy and communications matters will expire as of May 31, 2010. The purpose of this letter is to extend the terms of our original Agreement until further notice.

Terms of service

We mutually agree to continue our services beyond the term of our original Agreement dated June 1, 2009. This contract extension involves our performing further professional services for ADIA until further notice.

Rights under existing Agreement

This letter shall be an extension to our existing Agreement dated June 1, 2009 and all rights and obligations of both parties under the June 1, 2009 Agreement shall remain in full force and effect, except as explicitly modified or amended in this extension.

* * * * *

We appreciate this opportunity to continue to serve you. Please do not hesitate to contact me to discuss any of the matters referred to above or to request any additional information you may need. To accept the terms of this letter, please countersign below and return an executed copy of this contract extension to Nicole Dade at our office.

Sincerely,

Carl A. Smith, Jr.
President & Chief Executive Officer

Read, agreed to and accepted this ____ day of _____, 2010
on behalf of *Abu Dhabi Investment Authority*

By: _____

Name: _____

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THE GLOVER PARK GROUP

Salem Rashed Saeed Al Mohannadi
Executive Director, Finance & Administration
Abu Dhabi Investment Authority
311 Corniche P.O. Box 3600
Abu Dhabi, U.A.E

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Sincerely,

Carl A. Smith, Jr.
President & Chief Executive Officer

Read, agreed to and accepted this 15 day of June, 2010
on behalf of Abu Dhabi Investment Authority

By

Name Salem Rashed Mohannadi

DA