

REVISED

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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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 Johnson, Madigan, Peck, Boland & Stewart, Inc.	2. Registration No. 5776
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3. Name of Foreign Principal The Executive Office of His Highness Sheikh Mohammed Bin Rashid Al Maktoum
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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.

Johnson, Madigan, Peck, Boland & Stewart, Inc. has been retained to provide government affairs strategy counseling and lobbying services to the Executive Office of His Highness Mohammed Bin Rashid Al Maktoum.

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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.

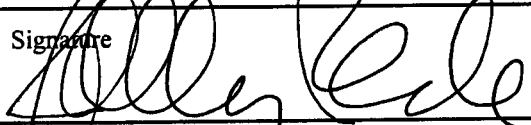
Johnson, Madigan, Peck, Boland & Stewart, Inc. will participate in assisting The Executive Office of His Highness Sheikh Mohammed Bin Rashid Al Maktoum in developing and implementing a government relations and lobbying program to include establishing communications with policymakers and monitoring and reporting on legislation and executive branch activities.

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 be communicating with government officials regarding the importance of the relationship between Dubai and the United States and its overall importance to US regional policies. In addition, we will be assisting Dubai in addressing human rights and labor issues.

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Date of Exhibit B 2/17/07	Name and Title JEFFREY PECK PARTNER	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 interests, policies, or relations of a government of a foreign country or a foreign political party.

Johnson, Madigan, Peck, Boland & Stewart, Inc.

ATIBER CREEK PARTNER

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Sixth Floor

Washington, DC 20036

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January 2, 2007

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

Dear Mr. Finnerty:

We are pleased to submit for your acceptance terms of a professional services agreement between DLA Piper US LLP (the "Firm") and Johnson, Madigan, Peck, Boland & Stewart, Inc.

1. Johnson, Madigan, Peck, Boland & Stewart, Inc. has agreed to provide management and consulting services to the Firm relating to a potential civil litigation matter involving His Highness Sheikh Mohammed Bin Rashid Al Maktoum (the "Client"), and potentially other individuals or entities.
2. This agreement is effective December 1, 2006 through November 30, 2007. This contract may be terminated at any time and for any reason by either party, upon providing thirty (30) days advance written notice to the non-terminating party.
3. In consideration for professional services provided by Johnson, Madigan, Peck, Boland & Stewart, Inc., the Client agrees to pay Johnson, Madigan, Peck, Boland & Stewart, Inc. Seventy Thousand US Dollars (\$70,000.00) per month, payable monthly in advance, plus reasonable out-of-pocket expenses. The fee is divided into two sets of services: The sum of Thirty-five Thousand Dollars (\$35,000.00) for management, and the sum of Thirty-five Thousand Dollars (\$35,000.00) for government relations services. In addition, any travel, if approved in advance by the Firm, will be first or business class. The Client shall exclusively be responsible for Johnson, Madigan, Peck, Boland & Stewart, Inc.'s fees and expenses, and the Firm agrees to pay Johnson, Madigan, Peck, Boland & Stewart, Inc. within one week of receipt of payment from the Client.
4. Johnson, Madigan, Peck, Boland & Stewart, Inc. shall register and take whatever other actions may be necessary or appropriate under the laws of the federal government to fulfill its duties under this agreement, including registering under the Foreign Agents Registration Act as necessary.
5. Johnson, Madigan, Peck, Boland & Stewart, Inc. acknowledges that the purpose of its professional services is to enable the Firm to render legal advice in anticipation of a potential civil litigation and that, therefore, Johnson, Madigan, Peck, Boland & Stewart, Inc.'s communications with the Firm or the Client, its work product, and all

information received from the Firm or the Client are covered by the attorney-client and/or attorney work product privileges. Accordingly, Johnson, Madigan, Peck, Boland & Stewart, Inc. will maintain as confidential all information provided by the Firm or the Client to Johnson, Madigan, Peck, Boland & Stewart, Inc. ("Confidential Information") and such information shall not be disclosed to any third party by Johnson, Madigan, Peck, Boland & Stewart, Inc. without the prior written consent of the Firm. At the end of this engagement, upon written request from the Firm and to the extent permitted by law, Johnson, Madigan, Peck, Boland & Stewart, Inc. shall return to the Firm 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 Johnson, Madigan, Peck, Boland & Stewart, Inc. or any of its agents or representatives are subpoenaed by any person or entity, the Firm will be provided written notice of such subpoena in advance of Johnson, Madigan, Peck, Boland & Stewart, Inc.'s compliance therewith to enable the Firm or the Client to seek a protective order or other appropriate remedy. If necessary, Johnson, Madigan, Peck, Boland & Stewart, Inc. will cooperate with the Firm and the Client in any effort to obtain such protective order or remedy. If the Firm or the Client does not obtain and deliver to Johnson, Madigan, Peck, Boland & Stewart, Inc. a protective order or other order by the due date of the subpoena, Johnson, Madigan, Peck, Boland & Stewart, Inc. 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.

The obligations of Johnson, Madigan, Peck, Boland & Stewart, Inc. in this paragraph 5 shall survive the termination of this agreement.

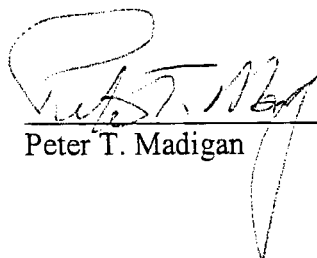
Johnson, Madigan, Peck, Boland & Stewart, Inc. will provide for the Firm's prior approval all written documents that Johnson, Madigan, Peck, Boland & Stewart, Inc. plans to provide to public officials. The submission of any such written document for approval by the Firm means that Johnson, Madigan, Peck, Bland and Stewart, Inc. represents to the Firm that the document is accurate, and approval by the Firm means that it has authorized public disclosure of the document by Johnson, Madigan, Peck, Boland & Stewart, Inc. in accordance with the Firm's direction, and is not intended in any way to limit or condition any privilege that may apply to other services provided hereunder.

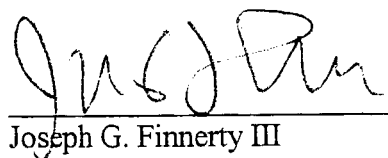
6. Johnson, Madigan, Peck, Boland & Stewart, Inc. represents that there is no and will be no conflict of interest between its performance under this agreement and its engagement as an independent contractor by others. In the event that Johnson, Madigan, Peck, Boland & Stewart, Inc. believes that there may be a conflict of interest, Johnson, Madigan, Peck, Boland & Stewart, Inc. will advise the Firm immediately.

This agreement can be amended only by a writing signed by both parties. It cannot be assigned by Johnson, Madigan, Peck, Boland & Stewart, Inc. without the prior written consent of the Firm; shall be binding on each of the parties, their successors and permitted assigns; and contains the entire agreement between the Firm and Johnson, Madigan, Peck, Boland &

Stewart, Inc. with respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, with respect to said subject matter. No provision of this agreement may be waived except by a writing by the party against whom such waiver is sought to be enforced.

Please signify your acceptance of this agreement by signing both copies and returning one to us.


Peter T. Madigan
1/2/07
Date


Joseph G. Finnerty III
1/2/07
Date

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COMMUNICATIONS SECTION