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

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January 2, 2007

Dr. Habib Al Mulla  
The Executive Office  
His Highness Sheikh Mohammed Bin Rashid Al Maktoum  
The Emirate of Dubai  
United Arab Emirates  
Emirates Towers, Level 35  
Sheikh Zayed Road  
PO Box 73317  
Dubai, UAE

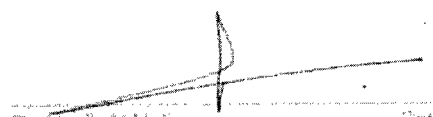
Dear Dr. Al Mulla:

This letter memorializes the agreement between Johnson, Madigan, Peck, Boland & Stewart, Inc. ("JMPBS") and The Executive Office of His Highness Sheikh Mohammed Bin Rashid Al Maktoum ("His Highness") that The Executive Office shall defend, indemnify and hold harmless JMPBS from and against any and all claims, demands, lawsuits, damages, injuries, expenses (including reasonable attorneys' fees and court costs), discovery costs (whether or not JMPBS is a party in litigation), judgments, liabilities and settlements of any kind arising out of JMPBS' provision of professional services under the agreement between JMPBS and DLA Piper US LLP, dated January 2, 2007 ("DLA Piper Contract") provided that JMPBS has not violated any law or any provision of the DLA Piper Contract directly and materially related to a matter covered by that agreement and has otherwise acted in good faith and in accordance with the instructions of The Executive Office. The obligations of the parties under this paragraph shall survive termination of the DLA Piper Contract and this Agreement.

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CONFIDENTIAL



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Peter T. Madigan Date



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Dr. Habib Al Mulla Date  
on behalf of His Highness  
Sheikh Mohammed Bin Rashid Al Maktoum

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

ATIBER CREEK PARTNER

1300 Connecticut Avenue, NW  
Sixth Floor  
Washington, DC 20036  
(202) 775-8116  
(202) 223-0358 fax  
[www.jmp-dc.com](http://www.jmp-dc.com)

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

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CONFIDENTIAL INFORMATION REPORT

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 &

