

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. 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 .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, 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.

1. Name of Registrant Johnson, Madigan, Peck, Boland & Stewart, Inc.	2. Registration No. 5776
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, counselling and lobbying services to the Executive Office of His Highness Mohammed Bin Rashid Al Maktoum.


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 U.S.-Dubai cooperation on security issues.

Date of Exhibit B 5/21/08	Name and Title Jeffrey J. Peck	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.



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

A TIBER CREEK PARTNER

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(202) 223-0558 fax
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April 14, 2008

His Excellency Mohammed Al Gergawi
Chairman of the Executive Office
The Emirate of Dubai
United Arab Emirates
Emirates Towers, Level 38
Sheikh Zayed Road
PO Box 73311
Dubai, UAE

Your Excellency:

We are pleased to submit for your acceptance terms of a professional services agreement between The Executive Office of the Emirate of Dubai and Johnson, Madigan, Peck, Boland & Stewart, Inc. for services rendered with respect to "Brand Dubai."

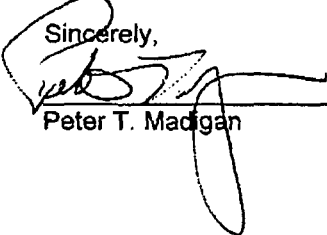
1. Johnson, Madigan, Peck, Boland & Stewart, Inc. agrees to provide management and government affairs consulting to The Executive Office of the Emirate of Dubai.
2. In consideration for professional services provided by Johnson, Madigan, Peck, Boland & Stewart, Inc., The Executive Office of the Emirate of Dubai agrees to pay Johnson, Madigan, Peck, Boland & Stewart, Inc. Thousand Twenty-Five Thousand US Dollars (\$25,000.00) per month, payable monthly in advance, plus reasonable out-of-pocket expenses, including local transportation, business meals and travel. First class or business class international travel will be approved in advance. Other expenses such as telephone, subscriptions, photocopying, and facsimile charges will be covered by a 4.2% service charge on each month's invoice.
3. This agreement is effective March 17, 2008 through March 16, 2009.
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.

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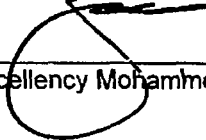
5. All information provided by The Executive Office of the Emirate of Dubai to Johnson, Madigan, Peck, Boland & Stewart, Inc. that is marked "confidential" by The Executive Office of the Emirate of Dubai shall not be disclosed to any third party by Johnson, Madigan, Peck, Boland & Stewart, Inc. without the prior written consent of The Executive Office of the Emirate of Dubai. Johnson, Madigan, Peck, Boland & Stewart, Inc. will seek The Executive Office of the Emirate of Dubai prior approval of all written documents and material that maybe disseminated to public officials.
6. Johnson, Madigan, Peck, Boland & Stewart, Inc. will provide for The Executive Office of the Emirate of Dubai prior approval of all written documents that Johnson, Madigan, Peck, Boland & Stewart, Inc. plans to provide to public officials. The approval by The Executive Office of the Emirate of Dubai of any written document means that The Executive Office of the Emirate of Dubai represents that the document is accurate and authorized its public disclosure by Johnson, Madigan, Peck, Boland & Stewart, Inc. in accordance with The Executive Office of the Emirate of Dubai 's direction.
7. The Executive Office of the Emirate of Dubai shall defend, indemnify and hold harmless Johnson, Madigan, Peck, Boland & Stewart, Inc. from and against any and all claims, demands, lawsuits, damages, injuries, expenses (including reasonable attorneys' fees and court costs) discovery costs (whether or not Johnson, Madigan, Peck, Boland & Stewart, Inc. is a party in litigation), judgments, liabilities and settlements of any kind arising out of Johnson, Madigan, Peck, Boland & Stewart, Inc.'s work in connection with this engagement, provided that Johnson, Madigan, Peck, Boland & Stewart, Inc. has not violated any law or any provision of this contract directly and materially related to a matter covered by this paragraph. The obligations of the parties under this paragraph shall survive the termination of this Agreement.
8. 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 Executive Office of the Emirate of Dubai immediately.
9. This agreement can be amended only by written amendment and signed by both parties.

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

Sincerely,


Peter T. Madigan

4-14-08
Date


His Excellency Mohammed Al Gergawi Date