



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

N/A

b) Is this foreign principal

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

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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
1/16/07	Richard. I Mintz, President U.S.-Emirates Alliance, LLC	

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

U.S. - Emirates Alliance LLC

2. Registration No.

5785

3. Name of Foreign Principal

Executive Affairs Authority of the Government of Abu Dhabi

2007 JUN 22 PM 5: 04  
COMM/ISS/REGISTRATION UNIT

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.

The Alliance will be funded and managed by the Government of Abu Dhabi and the United Arab Emirates to develop and manage a public diplomacy and communications program in the U.S. The objective of the program will be to improve the bilateral diplomatic, security and commercial relationships. [See attached agreement for a full description of the nature and method of performance.]

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


See attached agreement.

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.

The agreement references political activities that may include efforts to influence US policy toward the UAE. These policies may encompass US and bilateral security, diplomatic, defense, commercial, trade, and cultural initiatives. Political activities may include meetings with policy makers, dissemination of information, media relations, speeches, internet advocacy, grassroots outreach, engagement with think tanks, academics and experts, and advertising.

2007 JUN 22 PM 5:04  
COMM/ISS/REGISTRATION UNIT

Date of Exhibit B	Name and Title	Signature
	Richard I. Mintz, President U.S. - Emirates Alliance LLC	

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.

**EXHIBIT B**  
To Registration Statement

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Name of Registrant: U.S.-Emirates Alliance, LLC

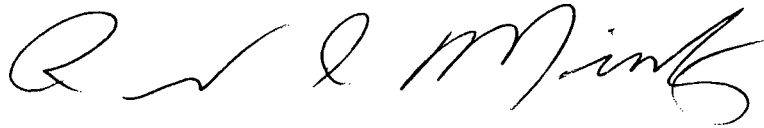
Name of Foreign Principle: Executive Affairs Authority of Abu Dhabi

Attachment: Engagement letter outlining the scope of the relationship between the U.S. Emirates Alliance and the Executive Affairs Authority of Abu Dhabi

Date of Exhibit B: December 27, 2007

Name and Title: Richard I. Mintz, President, U.S- Emirates Alliance

Signature



2007 JUN 22 PM 5:04  
CRM/REGISTRATION UNIT

U.S. - Emirates Alliance, LLC  
3000 K Street, NW, Suite 125  
Washington, D.C. 2007

27 December 2006

Simon Pearce  
Director of Strategic Communications  
The Executive Affairs Authority of Abu Dhabi  
ADNIC Building, 9th Floor  
Abu Dhabi, United Arab Emirates

Dear Simon:

This engagement letter outlines the role, scope of work, and specific financial and billing terms of U.S. - Emirates Alliance LLC ("Alliance") for the services specified below to be rendered to the Executive Affairs Authority of Abu Dhabi ("EAA") that will commence on January 1, 2007 and continue through December 31, 2009.

This agreement is an integral part of and should be read along with the attached Alliance Terms of Business.

#### Scope of Services

The Alliance will develop, manage, and implement a comprehensive communications program to improve awareness and understanding of the Abu Dhabi and the United Arab Emirates among US opinion leaders and policymakers.

The program may include but not be limited to:

- Ongoing public opinion research on perceptions, attitudes, and messages that will guide the program;
- Development of materials such as websites, speeches, white papers, briefing kits, issue updates, and press releases;
- Creation and coordination of a US-UAE Business Council;
- Creation and coordination of a US-UAE Cultural Council;
- Creation and coordination of a US-UAE Security Advisory Group;
- Strategic counsel and implementation support for the UAE Embassy in Washington;
- Identifying and planning speaking forums, conferences, seminars, and briefings;

2007 JUN 22 PM 5:04  
CRM/ISS/REGISTRATION UNIT

- Outreach to think tanks, non-governmental organizations, business associations, companies, and others;
- Media relations;
- Organizing visits to and briefings in the UAE, as allowed by US law;
- Ongoing communications planning and counsel;
- Cooperation with US Government agencies and third party groups on joint initiatives; and
- Development of advertising.

### Personnel

The program will be directed and managed by Richard Mintz. He will contract with US-based strategic communications firms, freelance consultants, foreign policy experts and other resources as appropriate.

### Budget and Fees

The estimated first year budget for the program will be US\$5,000,000.00, commencing on January 1, 2007 and extending through December 31, 2007. The Alliance fee will be US\$2,500,000.00 payable on the schedule attached as Appendix 1. Each month's fee installment is payable by the first of the month with the first payment due on January 1, 2007.

The term of the program will be a minimum of three years, with an annual estimated budget of no less than US\$5,000,000.00 each year. For each year of the three-year term of the program, the Alliance fee will be no less than US\$2,500,000.00 per year payable in monthly installments as per attached Schedule 1. The schedule may be adjusted by mutual consent of both parties to reflect changes of scope in the account.

The exact scope of work to be executed, together with associated time and expense estimates will be prepared by the agency for sign off by the EAA. Only the signed off scope of work is to be worked against. A detailed three month "rolling" scope will be prepared for both parties to sign off against on a month-by-month basis.

Charges for professional and support staff will be at rates detailed on Schedule 2. These rates may be adjusted annually at the beginning of the calendar year. Payments and charges will be reconciled on a monthly basis.

Of the first month's US\$500,000.00 payment, US\$250,000.00 will be a one time engagement deposit. To ensure the good standing of the UAE, the deposit will guarantee sufficient cash position to meet obligations made on the account for experts, expenses, and third-party payments. This deposit will be reconciled upon termination of the agreement and after the settlement of all obligations associated with the account.

Either party may amend or terminate this agreement with three months advance written notice to the other. During the three months notice period, EAA will still be obligated for the agreed monthly fee to the Alliance and for any other third-party expenses agreed to by the Alliance and EAA with vendors, consultants, freelancers, subcontractors, or other third parties.

The Alliance reserves the right, at its sole discretion, not to commence or continue any services under this engagement if EAA fails to remit any payment due hereunder within the time frame specified herein. It is clearly understood and agreed that should the Alliance exercise its right hereunder, the Alliance will not be liable for any costs whatsoever (including without limitation, any cancellation fees or penalties), arising out of or resulting from the Alliance's exercising such right.

Any work beyond the scope of work outlined in this engagement letter will be negotiated separately and outlined in a separate engagement letter on a per project basis. No such additional work will begin without the prior written agreement of both parties.

#### Expenses

In addition to the Alliance fees, expenses will be invoiced monthly as incurred. Expenses shall be listed on a category basis (e.g. legal, travel, expert fees, telephone, fax, photography, printing, filing fees, etc.) provided at all times that such fees have been agreed to in advance by EAA. Supporting documentation will be available for review at your request. Except as may otherwise be noted, payment on all expense invoices is due within 30 days. When third parties such as advertising media or consultants require payment in advance for services, EAA will pay the Alliance in advance before Alliance can obligate or commit to third parties.

The monthly fee does not include out-of-pocket expenses for:

- Travel of Alliance staff, contractors, consultants, experts, invited guests of the EAA or others involved in or the focus of the program;
- Fees for third-party consultants, experts, researchers, etc.;
- Expenses related to third-party groups or individuals for their activities such as research, events, speaking opportunities, etc.;
- Events such as conferences, meetings, seminars;
- Advertising placement costs;
- Video production and distribution;
- Design and printing;
- Web site design and maintenance;
- Legal fees;
- Fees for lobbyists or government relations; and



- Any other expenses, fees, costs or obligations that may be incurred by the Alliance in support of the program and are approved by EAA.

All expenses of more than US\$5000.00 must be approved in advance by EAA. In no case will annual fees and expenses exceed US\$5M without advance written agreement between EAA and the Alliance.

Except as may otherwise be noted above, payment on all expense invoices is due within 30 days of each invoice date. When advance payments to third parties are required, EAA agrees to pay the Alliances as soon as practically possible upon presentation to EAA of any such third party invoice.

### Compliance

All aspects of the program will comply with US laws. Specifically, the Alliance will comply fully with the filing and disclosure rules of the Foreign Agents Registration Act and any applicable Congressional filing and disclosure rules and regulations.

Please indicate your confirmation and acceptance of the above by signing in the space provided below and returning one original signed copy of this letter.

Agreed to:

For the Alliance

Richard Mintz  
Executive Director  
U.S.-Emirates Alliance, LLC

For the Executive Affairs Authority

Simon Pearce  
Director of Strategic Communications

## SCHEDULE 1

### Monthly Payment Schedule 2007-2009

Jan	\$500K (\$250K for Alliances deposit, \$250K for first month fees)
Feb	\$200K
March	\$180K
April	\$180K
May	\$180K
June	\$180K
July	\$180K
August	\$180K
September	\$180K
October	\$180K
November	\$180K
December	\$180K

All amounts are in US\$. Each monthly fee is due by the first day of the month noted. Expenses will be invoiced separately and in addition to fees.

Fees will be reconciled hourly against actual hours.

