

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. 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 Public Strategies, Inc.	2. Registration No. 5913	2010 JAN 13 PM 1:48 CRM/ISS/REGISTRATION UNIT
3. Name of Foreign Principal Her Royal Highness, the Princess Haya Bint Al Hussein		

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 provide media and public relations consulting to the foreign principal with the goal of enhancing, through the western media, awareness of the foreign principal's international humanitarian, philanthropic and volunteer work.

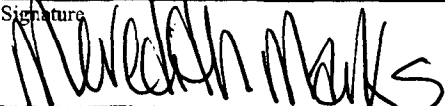
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See answer to question 7 above.

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.

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Date of Exhibit B	Name and Title	Signature
12/21/09	Meredith Marks, Chief Operating Officer	

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.

PUBLIC STRATEGIES INC

October 13, 2009

Her Royal Highness, the Princess Haya Bint Al Hussein
P. O. Box 111888
World Trade Center Complex
Convention Center Building, 5th floor
Dubai, United Arab Emirates

Your Royal Highness:

We look forward to working with you. So that Public Strategies, Inc. may immediately begin work, we would like to set forth in this Letter of Understanding the material terms of our engagement. Further, we encourage you to review the guiding principles by which we conduct business, which can be seen at <http://www.pstrategies.com/principles.php>.

Beginning as of October 12, 2009 and continuing thereafter on a month-to-month basis until terminated as provided herein (the "Term"), Public Strategies will serve as a consultant on an as needed basis to Your Royal Highness providing reputation and media relations services relating to Your Royal Highness. It is agreed that such services will be performed primarily by Ron Hutcheson, Director. Either party may terminate Public Strategies' engagement at any time upon at least thirty (30) days advance written notice to the other party, which may be sent via email. For our consulting services, Public Strategies will receive in advance a monthly consulting fee of Ten Thousand US Dollars (\$10,000.00 USD) plus reimbursement of business expenses that are reasonably incurred. Business expenses may include coach airfare for trips within the continental United States, business class airfare for trips beyond the continental United States, car rental, lodging, cab fare/parking, mileage, meals, tips, research charges, printing/publication by an outside vendor, overnight express shipping, and long distance telephone relating to the Services. The first payment of the fee is due upon execution of this letter and all remaining monthly Consulting Fees shall be payable on the first (1st) day of each succeeding month. All amounts due hereunder shall be assessed sales tax, as applicable. Please submit payment via wire transfer, as follows Public Strategies, Inc., account number [REDACTED] at Wachovia Bank, N.A. in Charlotte, NC, USA, ABA number [REDACTED] for ACH. International swift code [REDACTED]

Public Strategies will maintain the confidential nature of Your Royal Highness's information subject to the provisions hereof (the "Confidential Information"). Except as otherwise provided in (i), (ii) or (iii), Public Strategies agrees: (a) not to disclose Confidential Information to any third party other than its service providers, agents, representatives and professional advisors who need to know the information to represent or advise it with respect to the subject matter of this Agreement, without the prior consent of Your Royal Highness; (b) to use such Confidential Information solely for the purpose of performing the Services; and (c) to restrict disclosure of Confidential Information to Public Strategies' employees and other persons performing services related to this Agreement with a need to know; unless (i) otherwise required by law; (ii) such information was in Public Strategies' or its contractors' possession at the time of disclosure by Your Royal Highness; or (iii) such information is or becomes available from a third party other than as a result of any wrongful disclosure by Public Strategies. Confidential Information shall remain the property of Your Royal Highness. Upon request by Your Royal Highness, Public Strategies shall return Confidential Information to Your Royal Highness; provided that Public Strategies shall be entitled to retain file copies of any materials prepared by it, which shall remain subject to the obligations herein. The obligations herein shall continue after the termination of this Agreement for a period of three (3) years.

During the Term of this Agreement and for a period of one year after its termination, Your Royal Highness shall not for its purposes or for the purposes of any third party: directly or indirectly through a separate legal entity (a) hire or solicit for hire, whether by employment or as an independent contractor, any person who is in the employment of Public Strategies or has been in the employment of Public Strategies since the effective date of this Agreement; or (b) enter into a contract or solicit such a contract with any employee or contractor of Public Strategies if such contract relates to the Services provided by Public Strategies under this Agreement. Such nonsolicitation obligations may be waived with the prior written consent of the Chief Operating Officer of Public Strategies.

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Main: 512-474-8848 Fax: 512-474-0120
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Your Royal Highness agrees to exercise due diligence in its directions to Public Strategies regarding the preparation of materials and represents and warrants to Public Strategies that Your Royal Highness is able to substantiate all claims and representations. If Your Royal Highness furnishes any information or materials for Public Strategies to use for purposes of this Agreement, Your Royal Highness represents and warrants to Public Strategies that Your Royal Highness has all rights, titles, and interests necessary for Public Strategies to use such information or materials.

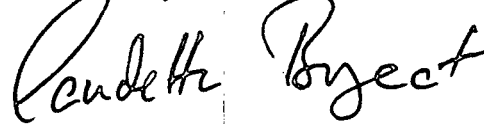
This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof and merges and supersedes all prior communications and writings, with respect thereof. No other promises or agreements of any kind have been made by any person or entity to cause the parties to sign this Agreement. No modifications or alterations of this Agreement shall be effective unless made in writing and signed by both parties.

If Your Royal Highness is in agreement with the terms generally set forth in this letter, please countersign a copy, and return it to me along with a payment of Ten Thousand US Dollars (\$10,000.00 USD).

Again, we look forward to working with you. Please call me if you have any questions.

Yours Truly,

Agreed to and accepted by:
Her Royal Highness,
The Princess Haya Bint Al Hussein



By: Candy Burnyeat, Communications Director for
Her Royal Highness.
The Princess Haya Bint Al Hussein
October 14th 2009



Julia Sutherland
Managing Director
Public Strategies, Inc.

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