REVISED

U.S. Department of Justice
Washington, DC 20530

Exhibit B

To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1124-0004

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	2. Registration No.
DLA Piper US LLP	3712

3. Name of Foreign Principal
The Executive Office of Dubai

2008 SEP -9 PM 2:10
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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.
DLA Piper will provide government affairs services. For the performance of these services, the foreign principal will pay the registrant a flat monthly fee plus ordinary out-of-pocket expenses, as described in the attached agreement.

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

The registrant will provide government affairs services, including communications on behalf of the foreign principal with members of the media, officials of and employees in the United States Congress and Executive Branch, and/or other individuals or organizations involved in legislative, regulatory, and public policy matters.

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 registrant's activities will include communications on behalf of the foreign principal with members of the media, officials of and employees in the United States Congress and Executive Branch, and/or other individuals or organizations involved in legislative, regulatory, and public policy matters.

2008 SEP -9 PM 2:10
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Date of Exhibit B	Name and Title	Signature
	John H. Zentay, Partner	

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.

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2008 SEP -9 PM 2:11
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March 1, 2008

Minister Gergawi
c/o Nicholas Labuschagne
Strategic Affairs Committee
The Executive Office of Dubai
Emirates Towers, Level 38
Post Office Box 73311
Dubai, UAE

Re: Government Affairs services for The Executive Office of Dubai

Dear Minister Gergawi:

We are very pleased to have been engaged to represent The Executive Office of Dubai in connection with providing government affairs services (the "Engagement"). This letter describes the terms of our Engagement.

John Merrigan and Ignacio Sanchez will serve as your principal contacts. You should never hesitate to contact either one, if and when, any questions arise. The lawyer or lawyers you deal with primarily may assign parts of the work to other lawyers or other personnel in the office under their supervision, and may use other firm lawyers where specialized help is needed. The supervising lawyers will continue to be responsible to you for the entire assignment, however, and will be available to discuss the use of other personnel with you. It is our practice to assign tasks among lawyers, legal assistants and law clerks, document and docket clerks in such a way as to produce highest quality work at a reasonable cost to you given the nature of the specific project. The attorneys responsible for your matter are always prepared to discuss with you the scope of our assignment and any details related to our services.

We have agreed that the Firm will be providing this representation under a standard retainer relationship. The agreed upon monthly fee is $48,000.00 plus ordinary out-of-pocket expenses (discussed more fully below) for ten months, not to exceed $480,000.00 for the remainder of the 2008 calendar year beginning March 1, 2008.

In addition to fees, you will be responsible to pay for disbursements and certain other expenses incurred as a result of our engagement. These disbursements and charges include items incurred and paid by us on your behalf such as postage, special mail or delivery charges, telex or telecopy charges, transportation, meals, lodging and other costs necessary for out-of-town travel,

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photocopying, and use of other service providers, if needed. We also make separate charges for the use of computerized legal research systems, including "Lexis" and "Westlaw," that in our experience significantly reduce lawyer research time. If the time pressures of an assignment require overtime work by our nonprofessional staff that is directly attributable to that assignment, we charge the client for these costs that we incur.

We customarily send monthly invoices for services rendered and other charges incurred for your account during the previous month. The monthly invoice details the work performed and the types of charges incurred. This will also confirm our understanding that it is acceptable to you if we transmit our statements for services to you via electronic mail, through a secure medium. Payment for services is due thirty (30) days after the date of our invoice. Our charges are traditionally delineated and payments are traditionally made to the firm in U.S. dollars, in checks or drafts payable to "DLA Piper US LLP." We will be happy to provide wire instructions if you would prefer to pay by wire transfer. In the unlikely event that our bills remain unpaid for 30 days, we may seek to withdraw as your counsel if the circumstances warrant.

It is our experience that our Firm and our clients both benefit when bills are promptly rendered, any questions about bills are promptly raised, and payment is then promptly made. If you have any questions or concerns about the bills that are presented, please raise them with us immediately. We are pleased to discuss any issues that may arise.

This letter confirms that the Clients are not relying on us for, and we are not providing, any business, investment, insurance or accounting advice. We are also not providing you with advice relating to any tax implications which may result from the subject matter of our representation.

We pride ourselves on maintaining good working relationships with our clients. If you become dissatisfied in any manner with any aspect of our relationship, we encourage you to bring that to our attention immediately. It is our belief that most problems can be resolved by a frank and good faith discussion.

The foregoing covers the essential elements necessary for the establishment of the attorney client relationship between DLA Piper US LLP and The Executive Office of Dubai. If you have any questions or comments about the terms of this agreement as outlined in this letter, we will be available at your convenience to discuss them.

If the scope of the services we are to render to you and terms of the engagement are satisfactorily described above, please indicate your agreement by executing the enclosed copy of

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2008 SEP -9 PM 2:1
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this letter and returning it to us. Unless we agree in writing to alter these arrangements, we will assume that these terms are acceptable to you for this matter until conclusion.

We are very much looking forward to working with you in connection with this matter. Please do not hesitate to call me if you have any questions concerning anything outlined in this letter or any other aspect of our Engagement.

Very truly yours,

DLA Piper US LLP

John A. Merrigan
Partner

Ignacio Sánchez
Partner

I have read the above letter, and on behalf of The Executive Office of Dubai, I agree and accept the terms and conditions set forth in the letter.

Date:_____

By:_____

Title:_____

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