U.S. Department of Justice
Washington, DC 20530

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

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 .49 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.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant	2. Registration No.
Burson-Marsteller 1110 Vermont Avenue, NW, 12th Floor Washington, DC 20005	2469

3. Name of foreign principal	4. Principal address of foreign principal
Abu Dhabi Investment Authority	PO Box 3600 Abu Dhabi United Arab Emirates

5. Indicate whether your foreign principal is one of the following:

- ☐ Foreign government
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Committee
  - ☐ Corporation
  - ☐ Voluntary group
  - ☐ Association
  - ☒ Other (specify): Wholly owned by the Govt. of Emirate of Abu Dhabi
- ☐ Individual-State nationality _____

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6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.
-N.A.-

b) Name and title of official with whom registrant deals.
-N.A.-

7. If the foreign principal is a foreign political party, state:

a) Principal address.
-N.A.-

b) Name and title of official with whom registrant deals.
-N.A.-

c) Principal aim.
-N.A.-

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

Investment arm of the Government of the Emirate of Abu Dhabi

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☑	No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☑	No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☑	No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☑	No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☑	No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☑	No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

Abu Dhabi Investment Authority is a public institution owned by and subject to supervision of the Government of the Emirate of Abu Dhabi

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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 foreig principal, state who owns and controls it.

-N.A.-

Date of Exhibit A	Name and Title	Signature
June 30, 2007	James C. Lake, Chairman and Managing Director US Public Affairs Practice	

OMB NO. 1105-0007

U.S. Department of Justice
Washington, DC 20530

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	2. Registration No.
Burson-Marsteller	2469
3. Name of Foreign Principal	
Abu Dhabi Investment Authority	

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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.

Provide communication counsel with a focus on internal communications.

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

Conduct interviews and meetings; research; corporate and employee communications; issues management; strategy and program management.

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
June 30, 2007	James C. Lake, Chairman and Managing Director US Public Affairs Practice	James C Lake

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.

Burson-Marsteller

Burson-Marsteller
1110 Vermont Avenue, NW
10th Floor
Washington, DC 20005

T 202 [illegible]
F 202 [illegible]

www.burson-marsteller.com

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Abu Dhabi Investment Authority/Burson-Marsteller
Service Level Agreement
Integrated Multi Directional Communications Program

June 5, 2007

Mr. Salem Rashed Al Mohannadi
Executive Director, F&A Dept.
Abu Dhabi Investment Authority
PO Box 3600
Abu Dhabi
United Arab Emirates

Dear Mr. Al Mohannadi:

This engagement letter outlines the role, scope of work, and specific financial and billing terms of Burson-Marsteller ("Burson-Marsteller" or "B-M") for the services specified below to be rendered to Abu Dhabi Investment Authority ("ADIA" or "Client") which is anticipated to commence on June 8, 2007, provided B-M is in receipt of the initial funds as outlined below, and continues through January 31, 2008. It is understood that this letter complements our legal terms and conditions that have been submitted under separate cover.

OBJECTIVES AND SCOPE OF WORK

The objectives of this engagement are as follows:

- Build, and support ADIA's corporate communication function;
- Develop a communications program to communicate ADIA "employer of choice" benefits to key audiences, including employees, prospective employees and the forces that influence them;
- Support the department's efforts toward positioning ADIA as a leading global investor among targeted stakeholders;
- Prepare a program that can be immediately deployed to respond to crises; and
- Have at hand a team of senior communications counsel to advise ADIA management on relevant trends and developments.

During the term of this engagement, in support of the objectives, B-M will provide services in the primary components listed below. The specific elements of the services in each are below will be consistent with those outlined in B-M's revised proposal dated May 2, 2007, provided however, that both parties acknowledge that some of the specific elements may vary depending upon Client's needs at the time.

Burson-Marsteller

- Interviews and Meetings
- Research/Perception Mapping
- Corporate and Employee Communications
- Issues management
- Ongoing Strategy and Program Management

FINANCIAL TERMS

1. Professional fees and expenses for the scope of work outlined above for the term of this engagement are estimated to be USD $802,250 which will be invoiced to Client as specified in sections 1 and 2 of the Billing/Payment Terms below. The total estimated professional fee and expense budget is an estimate only and is developed under the assumptions that (a) the primary components and specific elements as outlined in B-M's revised proposal dated May 2, 2007 are not increased or modified and (b) services being rendered through the full term of this engagement and is divided for billing purposes only. It is understood that the actual value of services per month may vary based on the specific services needed in each month. If services outlined in B-M's revised proposal dated May 2, 2007 are expanded or modified and require additional resources and/or hours of current resources, the estimated professional fees stated above will increase.

2. Expenses include, but are not limited to, postage, messenger, long distance telephone charges, photography, travel and related expenses and 3rd party vendor invoices. Please note that production related 3rd party vendor costs will bear a commission of 17.65%.

BILLING/PAYMENT TERMS

1. Estimated professional fees and expenses of USD $802,250 will be invoiced to and due by Client as follows:

Initial Retainer Fee of 20%	$148,450	Due on or before June 8, 2007
June 11, 2007	$188,967 *	Due on or before July 9, 2007
July 1, 2007	$ 92,967	Due on or before July 31, 2007
August 1, 2007	$ 92,967	Due on or before August 30, 2007
September 1, 2007	$ 92,967	Due on or before September 30, 2007
October 1, 2007	$ 92,967	Due on or before October 31, 2007
November 1, 2007	$ 92,967	Due on or before November 30, 2007

TOTAL	**USD$802,250**	

* invoice installment includes billing for Research component

2. Expenses shall be listed on a category basis (e.g. telephone, fax, photography, etc.). Supporting documentation will be available for review at your request.

Burson·Marsteller

3. Estimated fees and expenses will be reconciled on a calendar monthly basis. Professional fees will be reconciled against actual hours incurred at B-M's standard hourly rates. If the actual fees and expenses incurred in providing Client's services exceed the estimated fees and expenses paid by Client, B-M will issue Client an invoice for such additional fees and expenses. If actual fees and expenses are less than the estimated fees and expenses paid by Client, B-M will credit Client the difference on Client's next months estimated fee and expense invoice. All hourly time charges will be at B-M's standard hourly rates in effect at the time such services are rendered. B-M's current 2007 standard hourly rates for its USA office personnel are as stated in the attached Exhibit A.

4. It is clearly understood that all dollar amounts indicated in this engagement letter are net of withholding Taxes or other applicable country taxes. It is further understood that all such taxes, including but not limited to VAT/Sales Taxes applicable in each country are the sole responsibility of ADIA and will be added to all dollar amounts indicated in this letter.

5. Except as is otherwise noted above with respect to the initial retainer fee payment which is due as stated in section 1 of these Billing/Payment Terms, payment on all invoices is due within 30 days of each invoice date, unless advance payments to third parties are required. In the case of advance payments to third parties, you agree to pay us immediately upon presentation to you of any such third party invoice.

We respectfully request payments be wired transferred to the following account:

Wachovia Bank
Acct name: Burson-Marsteller
Acct # [redacted]
ABA Routing [redacted]
Swift Code PNBPUS33

GENERAL

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

This engagement can be cancelled at any time with 60 days written notice. Client will be responsible for the all professional fees (at B-M's hourly time charges as noted above) plus expenses incurred to date (including the 60 days following the notification).

Burson·Marsteller

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.

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Yours sincerely,
Burson-Marsteller

Date: June 5, 2007

James C. Lake
Chairman, U.S. Public Affairs Practice

Yours sincerely,
Burson-Marsteller

Date: June 5, 2007

Sharon Balkam
Managing Director, Business Management

Accepted and agreed by an authorized representative of:
Abu Dhabi Investment Authority

Date: June 7, 07

Mr. Salem Rashed Al Mohannadi
Executive Director, F&A Dept.

Burson-Marsteller

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BURSON-MARSTELLER
2007
HOURLY U.S.A. BILLING RATE CHART

TITLE	*RATE*
Chairman	$ 450.00
Executive	$ 400.00
Managing Director	$ 375.00
Director, Client Services	$ 300.00
Manager, Client Services	$ 250.00
Senior Associate	$ 200.00
Associate	$ 150.00
Client Executive	$ 125.00
Client Staff Assistant	$ 85.00
Intern	$ 75.00

Note - Hourly billing rates will be kept the same through the end of this Agreement date. They are however, subject to change, upon notice, subsequently.

Burson-Marsteller

Burson-Marsteller
1110 Vermont Avenue, NW
12th Floor
Washington, DC 20005

www.bursonmarsteller.com

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Abu Dhabi Investment Authority/Burson-Marsteller

Legal Contract Terms & Conditions

June 5, 2007

Mr. Salem Rashed Al Mohannadi
Executive Director, F&A Dept.
Abu Dhabi Investment Authority
PO Box 3600
Abu Dhabi
United Arab Emirates

Dear Mr. Al Mohannadi:

We are pleased to submit this letter of agreement (hereinafter "Agreement") outlining the terms and conditions under which Burson-Marsteller, LLC (hereinafter "B-M"), **a Delaware Limited Liability Company**, will provide perception management and public relations counsel to Abu Dhabi Investment Authority (hereinafter "Client").

1. Business Terms & Conditions

1.1 B-M through its domestic and international offices, affiliates and subsidiaries, including without limitation, it's affiliated sister company Landor, will render such professional services as Client and its domestic and international offices, affiliates, subsidiaries and franchises shall from time to time request. Such services shall include, but not be limited to issues counseling, crisis management, corporate positioning, developing consumer marketing solutions, merger and acquisitions communications, healthcare initiatives, government lobbying, and formulating public relations plans. Each time such services are to be rendered, they will be mutually agreed to in advance and set forth in a separate document called an "Engagement Letter", which will detail the scope of the work to be completed, all estimated fees and expenses and billing and payment terms. Each Engagement Letter entered into by B-M and Client in connection herewith shall become a part of and shall be read in conjunction with this Agreement, and shall be governed by all terms and conditions contained herein. In the event of inconsistencies, the terms and conditions of this Agreement shall take precedence.

1.2 The Client shall approve all programs of activity and all production budgets with a dollar value greater than $5,000 or statements prepared on behalf of the Client by B-M.

1.3 The Client agrees to designate specific members of its organization as agents responsible for approving materials, programs and projects produced or developed by B-M.

2. Ownership and Copyrights

2.1 Except for materials where any intellectual property rights are vested in a third party, such as photographic negatives, unused design visuals, color separations, printing plates, artwork, etc., in which case such rights shall remain the property of such third party, all finished materials prepared for and on behalf of Client, and paid for by Client, that Client uses at least once prior to the termination hereof or which Client indicates in writing to B-M during the term hereof as being specifically within the designated plans for adoption and exploitation by Client, shall be, as between B-M and Client, Client's property exclusively and will be given to Client at Client's request or upon termination or expiration of this Agreement. All such materials not so used or designated shall be, as between B-M and Client, B-M's property exclusively.

2.2 B-M undertakes to use all reasonable care in the handling and storing of the Client's materials but shall not be liable for loss, damage or destruction of such materials howsoever caused or for any other losses (consequential or otherwise) of any nature arising therefrom.

2.3 Unless otherwise requested by Client in writing, B-M shall not be responsible for purchasing any services or materials on Clients behalf. If Client requests B-M to purchase any services or materials, B-M will advise all such third parties that all contracts and billings for such must be entered into directly between Client and such third party, unless Client specifically requests B-M to enter into such third party contract on behalf of Client and in so doing, Client acknowledges that B-M would be entering into such contract as agent for Client and Client shall be fully responsible for such.

3. Confidentiality

3.1 B-M and Landor, on behalf of themselves and their respective employees, wholly owned affiliates and subsidiaries, hereby covenants and agrees that it:

a) will exercise reasonable care and caution to keep confidential any and all proprietary information concerning Client's business and operation which becomes known to B-M by reason of the performance of its services on Client's behalf, and which information is clearly marked "confidential" or specifically identified in writing as confidential or should be known by any reasonable person, to be considered confidential ("Confidential Information"). Confidential Information includes, but is not limited to, corporate plans and strategies, new product samples, specifications, formulations and pricing information;

b) will not disclose any Confidential Information to any person outside of the employment of B-M, unless to do so is required in connection with the performance of its services, and in such event B-M hereby agrees to have said third parties of sign a confidentiality agreement concerning the confidential nature of said material; and

c) will return to Client all such Confidential Information which is in a tangible form then in its possession at the termination of B-M's services, except that B-M shall be entitled to keep evidence of its work product.

3.2 It is further agreed that Confidential Information shall not include the following:

a) information that is in the public domain at the time of disclosure to B-M or which enters the public domain through no fault of B-M or its employees;

b) information that is in the possession of B-M or its employees at the time of disclosure to B-M;

c) information that B-M, or its employees, receive from a third party, who is not known to be in breach of a confidentiality agreement with the Client, and

d) information that is required to be released in compliance with any court order or other directive having the force of law.

4. Indemnities

4.1 Client is responsible for the accuracy, completeness and propriety of the information that it provides to B-M concerning Client's products, services, organization and industry. Client is responsible for reviewing all publicity or other materials prepared by B-M under this Agreement and any Engagement Letter entered into in connection herewith to confirm that all representations, direct or implied, and submitted to Client by B-M for approval, are supportable by objective data then possessed by Client, and to confirm the accuracy and legality of the descriptions and depictions of the products and services of Client and its competitors. The Client will be responsible for ensuring that all required consents are obtained for the use of all intellectual property contained in any materials or data supplied by the Client to B-M in relation to B-M's services hereunder or under any Engagement Letter.

4.2 Client will indemnify and hold B-M, its parent company, affiliates, subsidiaries and their respective directors, officers, shareholders and employees, harmless from and against all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees and expenses, that B-M, its parent company, affiliates, subsidiaries and their respective directors, officers, shareholders and employees may incur or be liable for arising out of or in connection with any of the following:

- any publicity or other materials prepared or placed by B-M for Client, or other service performed by B-M for Client (which were approved by Client);
- use of all intellectual property contained in any materials or data supplied by or at the direction of the Client to B-M;
- any alleged or actual defects in Client's products or services (including, without limitation, any claim for bodily injury or death);

- allegations that Client's activities violate or infringe upon the copyright, trademark, patent or other rights of any third party, or that Client's activities induce, promote or encourage the violation of or infringement upon the rights of any third party; or

- Client's breach of its obligations under this Agreement or any Engagement Letter entered into in connection herewith.

4.3 Client's obligations under this Section 4 include payment by Client to B-M for all time charges and expenses (including reasonable attorney's fees and expenses) incurred by B-M, its parent company, affiliates, subsidiaries and their respective directors, officers, shareholders and employees in connection with any subpoena, discovery demand or other directive having the force of law or governmental inquiry to which Client does not object, served upon B-M, its parent company, affiliates, subsidiaries and their respective directors, officers, shareholders and employees that relates to Client, its business or its industry that arises out of any litigation, proceedings or investigations involving Client.

4.4 B-M will notify the Client of B-M's receipt of any notice or claim or demand or service of legal process involving any matter which the Client has agreed to hold B-M harmless.

4.5 It will be the responsibility of B-M to make certain that the necessary contracts or releases have been obtained with or from those who are directly engaged by B-M on behalf of Client and whose names, likenesses, testimonials, scripts, musical compositions, or similar materials or rights are used in the materials prepared under this Agreement or any Engagement Letter entered into in connection herewith, and B-M agrees to indemnify the Client against any losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees and expenses, that the Client may incur as a result of B-M's failure to obtain the above-mentioned contracts or releases. It is expressly understood that the foregoing indemnification by B-M shall not apply in situations where the Client directly provides materials for use or arranges or signs such contracts, releases or agreements with third parties nor shall it apply where the claim arises from matters as to which B-M has advised Client of the risks involved and Client has agreed to accept those risks in which case Client shall indemnify B-M.

4.6 The Client acknowledges that after any materials or information to be communicated hereunder has been issued to the media or any other third party, its use and dissemination is no longer under B-M's control. The Client further acknowledges that B-M shall not be responsible for the accuracy of any information published by the media or any other third party.

4.7 The terms and conditions of this Section 4 shall survive any termination of this Agreement

5. Force Majeure

5.1 B-M shall not be liable for any loss, damage, injury or delay due to any cause beyond its control including (without prejudice to the generality of the foregoing expression) acts of

government, strikes, lockouts, fire, lightning, aircraft, explosion, flooding, riots, civil commotion, acts of war, terrorism, malicious mischief or theft provided that if the services to be rendered hereunder shall be interrupted by such causes as aforesaid to a serious degree, the Fee payable in respect of the period of such interruption shall be reduced by such amount as is mutually agreed upon between the parties.

6. Non-Solicitation of Employees

6.1 B-M agrees not to solicit or hire the Client's employees, who are directly or indirectly involved in matters related to this Agreement or any Engagement Letter entered into in connection herewith, for employment with B-M, and the Client agrees not to solicit or hire B-M's employees, who are directly or indirectly involved in matters related to this Agreement or any Engagement Letter entered into in connection herewith, for employment with the Client, with effect from the time that this Agreement comes into force until one year after the expiry of this Agreement. In the event that either B-M or the Client contravenes this Section 6, without obtaining the other party's prior written consent, such party will be liable to the other party for a one-time payment equal to 50% of the seduced employee's annual compensation.

7. Foreign Corrupt Practices Act

7.1 The parties hereto agree that B-M is subject to the provisions of the Foreign Corrupt Practices Act, 15 U.S.C. §78dd-2 (the "Act"). The parties hereto mutually agree, for themselves and their employees, agents and intermediaries, that they will not pay, and will not permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate, for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his/her or its lawful duty or inducing him/her or it to exercise his/her or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for B-M.

Moreover, before making payment of any money or thing of value on behalf of, or with funds directly or indirectly received from B-M, the parties hereto will make such inquiry as the circumstances may indicate is prudent into whether the immediate recipient and any ultimate recipient or beneficiary of such payment may have any official status with the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or with any political party, official thereof, or any candidate for political office.

Should either party become aware of a possible violation of the Act, or of the facts and circumstances from which a prudent person could conclude that further inquiry is necessary to determine whether such a violation has occurred, is occurring or is likely to occur, such party will give representatives designated by B-M immediate notice of such violation, facts

or circumstances, and will cooperate fully, and direct all agents, employees and others B-M may retain or direct in connection herewith, to cooperate fully, with any inquiry or investigation B-M may conduct.

7.2 The parties hereto agree that in the event either shall hire or contract with any consultants or others to assist with fulfilling the terms of this Agreement or any Engagement Letter entered into in connection herewith, all such consultants or others shall execute and deliver an FCPA Undertaking in the form attached hereto as Exhibit A.

8. Notices

8.1 Any notice or communication required to be given hereunder may be delivered personally, or sent by registered post or transmitted by facsimile to the Client at the address contained herein and to B-M at 230 Park Avenue South, New York, NY 10003 Attention: Linda A. Hersh and shall be deemed received within one (1) day if delivered by hand or transmitted by facsimile (as the case may be) and within two (2) days if sent by registered post.

9. Term and Termination

9.1 The term of this Agreement shall commence as of June 8, 2007, provided B-M is in receipt of the initial funds as outlined in the Engagement Letter dated June 5, 2007, and continues until either party terminates it by giving sixty (60) days prior written notice. Client shall pay all fees, charges and expenses incurred by B-M hereunder or under any Engagement Letter entered into in connection herewith up to the effective date of such termination.

9.2 Upon the effective date of the expiration or termination of this Agreement, all property in B-M's possession belonging to Client pursuant to the terms of Section 2 hereof and all contracts for services and materials entered into by B-M for Client shall be turned over and/or assigned to Client. The termination (howsoever arising) of B-M's appointment shall be without prejudice to the Client's obligations to honor all sums due B-M hereunder, including without limitation, the cost of contracts and commitments which B-M has already entered into on the Client's behalf with suppliers, media owners or other third parties (in accordance with the terms of Section 2.3 herein) and the Client shall assume and be responsible for all such commitments and contracts. The Client shall hold B-M harmless from any losses, claims, damages, expenses (including reasonable attorney's fees and costs) or liabilities arising from the cancellation or termination of such commitments or contracts as a consequence of the termination of B-M's appointment hereunder.

10. Code of Business

B-M, which is wholly owned by WPP Group PLC. is committed to conducting business in accordance with WPP's Code of Business Conduct. The Code of Business Conduct can be accessed on-line at www.bm.com

11. Governing Law

Burson·Marsteller

The terms and conditions set forth herein shall be governed and construed in accordance with the laws of the State of New York, U.S.A. without regard to its conflicts of law principals. The parties hereto submit to any state or federal court in New York as the exclusive jurisdiction for any actions arising under this Agreement or any Engagement Letter entered into in connection herewith or as a result of any relationship among the parties. The prevailing party in any action shall be entitled to reimbursement by the non-prevailing party of reasonable legal fees and expenses incurred in bringing any such action.

12. Limitation of Liability

Neither party shall be liable for any direct or indirect, special or consequential damages whatsoever arising out of this Agreement, even if the party has been advised of the possibility of such damages.

13. Survival

Sections 2, 3, 4, 6 and 7 shall survive any termination of this Agreement.

If you agree to the terms and conditions set out above, please indicate your confirmation and acceptance by having your authorized representative sign in the space provided below and returning to us one originally signed copy of this letter.

We look forward to working with you.

Yours sincerely

BURSON-MARSTELLER, LLC

By: _____
Sharon Balkam
Managing Director, Business Management

Date: June 5, 2007

BURSON-MARSTELLER, LLC

By: _____
Jim Lake
Chairman, Public Affairs Practice

Date: June 5, 2007

Accepted and agreed by: Abu Dhabi Invest Authority

By: _____
Mr. Salem Rashed Al Mohannadi
Executive Director, F&A Dept.

Date: June 7, 07

Burson-Marsteller

2007 JUL 23 PM 2:27
CRM/ISS/REGISTRATION UNIT

EXHIBIT A
FCPA Undertaking

I _____, have been retained by Burson-Marsteller (the "Company"), to assist the Company in its contract with , a corporation organized under the laws [ ], whereby the Company would provide marketing communications and public relations services for a campaign aimed at [ ].

In consideration of such retention, I hereby acknowledge that, at the Company's request, I have read and understand the relevant provisions of the Foreign Corrupt Practices Act 15 U.S.C. §78dd-2 (the "Act"). The Act is fully applicable to Young & Rubicam Inc. ("Y&R") and its subsidiaries and affiliates throughout the world. In further consideration of such retention, I have read and understand the Policies of Y&R on the Conduct of Business (the "Policies"). I will scrupulously adhere to the Act and the Policies and will enforce compliance therewith by any individual I may direct or oversee in connection with my retention.

Moreover, I will not pay, and I will not permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his or its lawful duty or inducing him or it to exercise his or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for the Company.

Moreover, before making payment of any money or thing of value on behalf of, or with funds directly or indirectly received from the Company, I will make such inquiry as the circumstances may indicate is prudent into whether the immediate recipient and any ultimate recipient or beneficiary of such payment may have any official status with the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or with any political party, official thereof, or any candidate for political office.

Should I become aware of a possible violation of the Act or the Policies, or of the facts and circumstances from which a prudent person could conclude that further inquiry is necessary to determine whether such a violation has occurred, is occurring or is likely to occur, I will give representatives designated by the Company immediate notice of such violation, facts or circumstances, and will cooperate fully, and direct all agents, employees and others I may retain or direct in connection with my consultancy, to cooperate fully, with any inquiry or investigation the Company may conduct.

[ ]

_____ _____
Signature Date