

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. 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 U.S. - Emirates Alliance LLC	2. Registration No. 5785
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3. Name of Foreign Principal U.A.E. Embassy, Washington, DC previously the Executive Affairs Authority of the Government of Abu Dhabi. Both are entities of the government of the United Arab Emirates.
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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.
U.S. Emirates Alliance LLC will be funded and managed by the U.A.E. Embassy to the United States as of July 1, 2009. These activities were previously managed and funded by the Executive Affairs Authority of the Government of Abu Dhabi, both are entities of the United Arab Emirates. U.S.- Emirates Alliance, LLC will develop and manage a public diplomacy and communications program in the United States. The object of the program will be to improve the bilateral diplomatic, security and commercial relationships. See the 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 under heading Scope of Services.

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.

Activities will include efforts to influence United States policy with respect to trade, bilateral relations, geopolitical issues, strategic issues, business and investment. These efforts will include meeting with policy makers and opinion leaders. Outreach to media, think tanks, business, experts, academia, etc. This will be achieved thru the dissemination of informational materials, press releases, the Internet, E-Mail, pamphlets, letters, lectures, web sites, meetings, student exchange, visits, etc.

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Date of Exhibit B 2/26/2010	Name and Title Richard I. Mintz, Managing Director	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.

The U.S. – Emirates Alliance, LLC

2300 N Street, NW

Washington, DC 20007

June 15, 2009

H.E. Yousef Al Otaiba

Ambassador

Embassy of the United Arab Emirates

International Drive

Washington, D.C.

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Dear Mr. Ambassador:

This engagement letter outlines the role, scope of work, and specific financial and billing terms of U.S. – Emirates LLC (“Alliance”) for the services specified below to be rendered to the Embassy of the United Arab Emirates to the United States (“Embassy”) that will commence on July 1, 2009 and continue through December 31, 2011.

This engagement letter is an integral part of and should be read along with the attached Legal Terms and Conditions.

Scope of Services

The Alliance will develop, manage, and implement a comprehensive public diplomacy and communications program to improve and sustain better awareness and understanding of the UAE among US opinion leaders and policymakers.

The program may include but not be limited to:

- Designing and managing public opinion research;
- Developing materials such as websites, speeches, white papers, briefing kits, issue updates and press releases;

- Providing strategic communications and public affairs counsel and implementation support;
- Providing training programs and ongoing capacity building;
- Identifying and planning speaking forums, conferences, seminars and briefings;
- Outreach to and program management of partnerships with think tanks, non-governmental organizations, business associations, companies and others;
- Cooperation with US Government agencies and third-party groups on joint initiatives; and
- Media outreach to traditional and new media;
- Advising on communications and strategic planning;
- Developing advertising and media plans;
- Organizing visits and briefings in the UAE.

Personnel

The program will be directed and managed by Richard Mintz. He will contract with Grafton Strategies, The Harbour Group and other consultancies, contractors, foreign policy experts and other resources as appropriate.

Budget and Fees

To implement the program, the estimated annual budget for the program is no more than US\$5,000,000.00 per year with the first half year from July 1 to December 31, 2009 estimated at US\$2,500,000.00. The payments will be allocated by the Alliance to professional fees, expenses, and third-party program, legal and compliance costs as determined by the Alliance under Embassy direction. In no case will annual fees exceed these amounts without advance written notice to the Embassy.

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

Charges for professional and support staff contracted by the Alliance with Grafton Strategies, the Harbour Group and other consultancies will be at rates detailed on Schedule 2. These rates may be adjusted annually at the beginning of the calendar year. The Alliance will include a monthly charge of \$3,000.00 per month for FARA compliance costs.

Payments on all invoices are due within 30 days.

The Alliance will provide the Embassy "Work in Progress" and "Account Activity Reports" no less than once per month. The Alliance will maintain and provide to the Embassy monthly time reporting records detailing work accomplished and charged to the Embassy.

The Alliance will retain the US\$250,000.00 engagement deposit originally provided to the Alliance by the Abu Dhabi Executive Affairs Authority in December of 2006. To ensure the good standing of the Embassy, the deposit will guarantee sufficient cash position to meet obligations made on behalf of the Embassy for professional fees, expenses and third-party payments. This deposit will be returned to the Embassy upon termination of this agreement and only after the reconciliation and settlement of all outstanding Embassy obligations to the Alliance.

Either party may amend or terminate this agreement with three-month advance written notice to the other party. During the three-month notice period, the Embassy will still be obligated to the Alliance for all professional fees, expenses and third-party expenses necessary for the orderly wind-down of the program as well as to any fees or expenses agreed to by the Alliance on the Embassy's behalf for vendors, consultants, subcontractors and other third parties.

The Alliance reserves the right, at its sole discretion, not to commence or continue any services under this engagement agreement if the Embassy 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.

Expenses

Expenses will be invoiced monthly as incurred. Expenses shall be listed on a category basis with supporting documentation. Expenses will include but not be limited to travel, third-party fees or obligations, events, advertising, video production and distribution, website development and maintenance, design and printing, and legal fees.

All expenses of more than US\$5,000.00 must be approved in advance by the Embassy. When advance payments to third parties are required, the Embassy agrees to pay the Alliance as soon as practically possible upon presentation to the Embassy of any such third-party invoice. For all third-party invoices being reimbursed by the Embassy, the Alliance will provide pre-approved agreements and quotes between the Alliance and its third-party vendor or program partner as supportive material for such expenses.

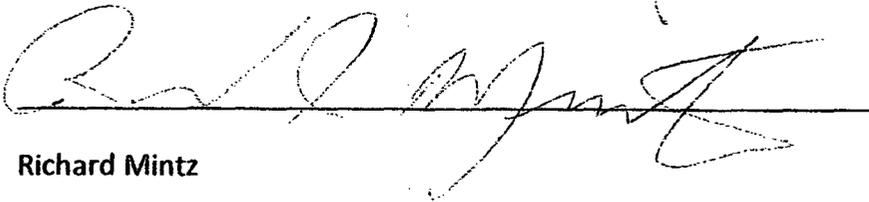
Compliance

The Alliance will comply with all disclosure and filing requirements under US law including the Foreign Agents Registration Act (FARA). The Alliance will include a monthly fee of US\$3000.00 to partly offset the FARA compliance and filing costs.

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.

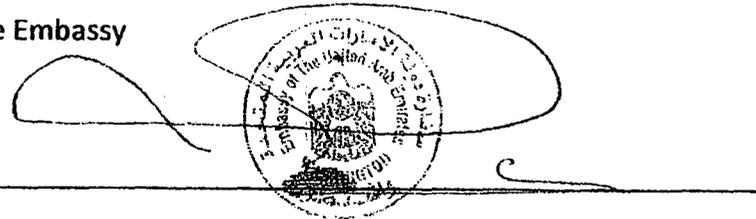
Agreed:

For the Alliance

 12-15-09

Richard Mintz

/ For the Embassy

H.E. Yousef Al Otaiba

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The Harbour Group/Grafton Strategies Hourly Billing Rates

Managing Director/Senior Counselor	\$500
Vice President/Senior Advisor	\$400
Director	\$300
Manager	\$200
Associate	\$150
Account Coordinator	\$75
Researcher	\$50

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