

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 .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, 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.

*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 BROWN LLOYD JAMES 250 WEST 57TH STREET, SUITE 1311 NEW YORK, NY 10107	2. Registration No. 5875
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3. Name of foreign principal QATARI DIAR REAL ESTATE INVESTMENT COMPANY	4. Principal address of foreign principal Qatari Diar Visitors Center Lusail District P.O. Box 23175 Doha
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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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify): _____

Individual-State nationality _____

NSD/CES/REGISTRATION
UNIT
2010 AUG -3 AM 9:59

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

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

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

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

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.

MEDIA RELATIONS FOR THE ORGANIZATION

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.)*

MSD/CES/REGISTRATION
UNIT
2010 AUG - 3 AM 10:00

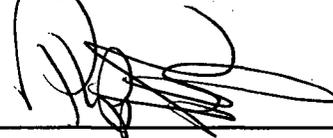
10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A
30 JUNE 2010

Name and Title

Philip Elwood, Vice President

Signature



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.

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1. Name of Registrant
BROWN LLOYD JAMES

2. Registration No.
5875

3. Name of Foreign Principal
QATARI DIAR REAL ESTATE INVESTMENT COMPANY

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.
DISTRIBUTE MATERIALS AND INFORMATION ABOUT THE ORGANIZATION

NSD/OES/REGISTRATION
UNIT
2010 AUG -3 AM 10: 00

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

MEDIA RELATIONS FOR THE ORGANIZATION AND ITS ACTIVITIES

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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UNIT
2010 AUG -3 AM 10:00

Date of Exhibit B 30 JUNE 2010	Name and Title Philip Elwood, Vice President	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.



IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives, have duly executed this Agreement this 4th day of February 2010.

Authorised signature(s) of Employer



Seal

Signature:

Signature : _____

Name : Eng. Mohammed Bin Ali Al Hedfa

Title : Group Chief Executive Officer

Address : P.O. Box 23175, Doha, Qatar

Authorised signature(s) of Agency

Signature:

Signature : _____

Name : Peter Brown

Title : PRESIDENT & C.E.O.

Address : Brown Lloyd James
P.O. Box: 8019, Doha Qatar

Seal _____

Brown Lloyd James
P.O. Box: 8019, Doha Qatar

2010 AUG - 3 AM 10: 00

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SERVICES AGREEMENT

- between -

Qatari Diar Real Estate Investment COMPANY
(the Client)

- and -

Brown Lloyd James
(the Agency)

- for -

Public Relations and Related Consultancy Services

Project Code:

QA/QDD/GEN/1896

Date:

4th February 2010



SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement"), is entered into by and between:

Qatari Diar Real Estate Investment Company (the "CLIENT"), of P.O. Box 23175, Doha, Qatar, Tel (+974 4858333), Fax (+974 4858300) a Agency established under the laws of the State of Qatar,

And

Brown Lloyd James (the "AGENCY") 250 West 57th Street, Suite 1311, New York, NY 10107 United States of America. Tel (+ 1 212 486 7070) Fax(+ 1 212 486 7091)

WHEREAS:

1. AGENCY hereby proceed with public relations and related consultancy services by:
 - a) Recommending an appropriate PR strategy for CLIENT given the wide scope of Projects the CLIENT is involved locally, regionally and internationally.
 - b) Recommending optimum ways of managing CLIENT's international reputation.
 - c) Working with CLIENT to convey the brand message amongst key target audiences and stakeholders
2. AGENCY has submitted to the CLIENT a proposal detailing the scope of work of the services attached in SCHEDULE A to this Agreement, which the CLIENT requires to be carried out in 6 months starting 4th February 2010, (the "Proposal")
3. CLIENT hereby appoints the AGENCY to perform the Services as set forth in Clause 2 and the Proposal in SCHEDULE A to this Agreement and the AGENCY agrees to provide these Services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Interpretation

- 1.1. The abovementioned recitals are considered an integral part of this Agreement.
- 1.2. Where the context so admits or requires words denoting the singular include the plural and vice versa and words denoting any gender include all genders and words denoting persons shall include bodies corporate and unincorporated associations and partnerships.



- 1.3. Clause headings are purely for ease of reference and do not form part of or affect the interpretation of this Agreement. Unless otherwise stated references to Clauses and Schedules are to Clauses of and Schedules to this Agreement.
- 1.4. Any references in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it.
- 1.5. The rights of Agency to receive payments which have accrued due under this Agreement shall be enforceable by its successors and references to CLIENT herein shall where the context so admits include its assignees and successors
- 1.6. In the event of any inconsistency between the provisions of any Schedule hereto and the provisions of the main body of this Agreement, the latter shall prevail to the extent of the inconsistency.

2. Services

- 2.1. Subject to the terms and conditions of this Agreement, AGENCY agrees to provide the following deliverables to CLIENT in line with the detailed Proposal attached to SCHEDULE A of this Agreement (the "Deliverables"):
 - 2.1.1. Develop a solid six (6) month PR strategy for CLIENT
 - 2.1.2. Set up a six (6) month timetable and calendar of events identifying key dates and times for potential partnerships.
 - 2.1.3. Recommend on distribution days for press releases locally, regionally and internationally specifically Europe, Middle East, and Asia.
 - 2.1.4. Assist CLIENT in building/ improving media relations with journalists in key vertical markets
 - 2.1.5. Develop CLIENT key messages for specific markets in conjunction with CLIENT
 - 2.1.6. Recommend, develop and implement a corporate social responsibility program in conjunction with CLIENT.
 - 2.1.7. Identify the role of internal communications and advise how to disseminate information.
 - 2.1.8. Responsible for the creation of an official corporate CLIENT style guide that will provide strict guidelines to follow for all press releases, speeches, written interviews, brochures and the websites.



- 2.1.9. Identify internal and external workshops to be held with key CLIENT personnel that pertain to the evolution and development of the PR plan.
 - 2.1.10. Work with CLIENT to create a crisis communications manual outlining an agreed upon plan in the event of a crisis. A training schedule will be set up for the relevant team strict policies and procedures to follow and training schedule.
 - 2.1.11. Provide a media training plan for relevant management team who are involved in the public arena with a training schedule and provide ongoing briefing notes on key issues to ensure consistent messaging
 - 2.1.12. Create a quarterly CLIENT update that sums up what CLIENT has done over the specified period in addition to the latest information on some of the previous announcements as well as things to look forward to. This information will be posted on the website as well as distributed to various media outlets
 - 2.1.13. Identify high profile events/ sponsorship opportunities for CLIENT.
 - 2.1.14. Demonstrate ability/proven track record in managing multilingual/ multi-cultural PR campaigns. Essential languages: English, Arabic & French
 - 2.1.15. Provide a secondment option to work with CLIENT team for a minimum of three to six months to accelerate the new corporate communications plan
 - 2.1.16. Provide a weekly competitor press cutting service
 - 2.1.17. Provide a monthly report identifying CLIENT activity versus competitor PR activity
 - 2.1.18. Comprehensive quarterly analysis / presentation of competitor investments & competitor PR campaigns.
- 2.2. Deliverables and Proposal in SCHEDULE A shall jointly be referred to as the "Services".
- 2.3. The CLIENT reserves the right to implement any adjustments, modifications, and other additions to the Services which it deems necessary to ensure that the Services provided and the works undertaken by the AGENCY pursuant to this Agreement, meet the standards required by the CLIENT;
- 3. Fees and Expenses**
- 3.1. In consideration of the Services provided by AGENCY under this Agreement, CLIENT shall pay the Agency:
- 3.1.1. A fixed fee of Fifty Two Thousand US Dollars (USD 52,000) per calendar month.
 - 3.1.2. A reimbursable fee of Fifty Thousand US Dollars (USD 50,000) as a provision for reimbursable expenses for additional work or additional work-related items, as



and when pre-approved by Employer, which should be supported by original invoices.

3.2. The Fixed Fees will include:

- (i) One (1) international business class flight per calendar month to Doha from the AGENCY's other international offices.
- (ii) Two (2) additional members of staff to be employed in the Doha office.

3.3. The total fee is deemed inclusive of all taxes(except VAT/GST/Sales Tax) including but not limited to withholding tax, income tax/ corporate tax, stamp tax as applicable arising in Qatar with respect to fees payable by the Client to the Agency or due to the activities of the Agency in Qatar. All such taxes will be borne by the Agency.

The Client shall deduct applicable Qatar withholding taxes at the prevailing rates from all invoices and pay these taxes to the Qatar Public Revenue & Taxes Department ("PRTD"). Evidence of withholding tax payment shall be provided to the Agency if required.

The Agency shall show VAT/GST/Sales Tax, where applicable, separately in all invoices raised on the Client. The invoices must be valid tax invoices for purposes of VAT/GST/Sales Tax requirements.

4. Term and Termination

4.1. The Term of this Agreement is (6) six calendar months (the "Term") unless earlier terminated as provided herein and will commence from the execution of this Agreement. The Term may be extended by mutual agreement of the Parties in writing.

4.2. Notwithstanding the provisions of Section 4.1 hereof, this Agreement may be terminated by notice in writing immediately effective upon receipt by either Party if the other should:

(i) become insolvent or go into liquidation or receivership or be admitted to the benefits of any procedure for a settlement of debts, or be declared bankrupt;

(ii) be dissolved;

(iii) breach any material provision hereof and fail to remedy immediately upon receipt of written notice from the other Party describing the breach, and stating the intention of the Party serving the notice to terminate this Agreement unless the breach in question is promptly remedied; or

(iv) be prevented from fulfilling its contractual obligations hereunder as a result of an event of force majeure or any other reason outside the control of both Parties which occurs during the Term

4.3. In case AGENCY defaults in its performance of the Services at any time during the Term, CLIENT shall inform immediately AGENCY in writing to correct the default within 24 hours.



and if it is not corrected to CLIENT's satisfaction within the time-frame mentioned, CLIENT has the right to send AGENCY a written notice assessing a penalty due to said default.

4.4. CLIENT shall have the right to terminate this Agreement without cause at any time by giving written notice of such termination to AGENCY, and such termination shall be effective seven (7) days after the date of such notice.

4.5. AGENCY will not bind CLIENT in any way to any third Party without obtaining CLIENT's prior written consent

5. Key Personnel and Quality Control

5.1. The AGENCY personnel named on Schedule B (the "Key Personnel") are essential to the performance of this Agreement, and AGENCY agrees that the Key Personnel shall devote substantially full time to the Services provided to CLIENT under this Agreement. The Key Personnel shall be assigned to perform the Services during the full Term of this Agreement, and shall not be removed or replaced without the prior written approval of CLIENT

5.2. All AGENCY personnel engaged in the performance of Services under this Agreement shall at all times perform their duties in a professional, ethical and competent best international practice manner.

5.3. At the request of CLIENT, AGENCY shall discontinue the assignment of any employee, subcontractor, AGENCY, or other person assigned to provide Services to CLIENT.

5.4. AGENCY represents that it has, and shall continue to maintain throughout the Term of this Agreement, such personnel, equipment, and facilities as are necessary to perform the Services

6. Ownership of Property

6.1. From time to time during the performance of this Agreement, CLIENT may provide AGENCY with access to certain information or other property for purposes of assisting AGENCY in performing the Services. All such information or other property which is owned, leased or licensed by CLIENT as of the date on which it is provided to AGENCY, including without limitation, equipment, hardware, software, programs, codes, trade names, technology, intellectual property, licenses, patents, trademarks, copyrights, trade secrets, and know-how (collectively, the "CLIENT Property") shall remain the sole property of CLIENT.

6.2. AGENCY irrevocably assigns and conveys to CLIENT all right, title, and interest in any information or other intellectual property (including, without limitation, any copyright interest in audio, video, text, photographic, or data recordings) which is first produced by AGENCY, or AGENCY's employees, subcontractors, or consultants, in performing the Services required by this Agreement. All such information or other intellectual property shall be CLIENT Property. To the extent any such information or intellectual property belongs to



AGENCY by operation of law or contract, AGENCY shall assign its rights in such information or intellectual property to CLIENT

6.3. Not Applicable.

6.4. Except as defined in the Clause 7, AGENCY shall have no right, title, or interest in the CLIENT Property. Upon the expiration or termination of this Agreement, AGENCY shall promptly return all CLIENT Property, and any copies thereof, to CLIENT.

7. License

7.1. During the Term of this Agreement and subject to the terms and conditions contained herein, CLIENT may grant to AGENCY the non- exclusive right and license with CLIENT prior written approval:

- i. to use, edit, copy, transmit, publicly display, perform, or broadcast CLIENT's Content solely for purposes of performing the Services required by this Agreement, and only to the extent CLIENT has the right to so license such Content. "CLIENT Content" shall mean text, graphics, photographs, video, audio and/or other data or information produced by or for CLIENT, including, without limitation, any CLIENT Content that is broadcast on television, radio, the internet, or transmitted via any other medium, relating to any subject;
- ii. to use the CLIENT name and marks (including the trademarks and service marks that are used by CLIENT to identify its brand) (collectively, the "CLIENT Marks"), solely for purposes of performing the Services required by this Agreement, and provided that all AGENCY references to CLIENT in promotional or marketing literature; studio or office signage; websites, domain names, or email addresses; telephone greetings; stationery; employee business cards; press credentials; or other means accessible to the public, shall be subject to the advance written approval of CLIENT.

7.2. In reference to the foregoing:

- i) the CLIENT Content and CLIENT Marks shall remain the sole property of CLIENT;
- ii) nothing in this Agreement shall convey to AGENCY any right of ownership in the CLIENT Content or the CLIENT Marks
- iii) AGENCY shall not now or in the future contest CLIENT's ownership and/or license interest in the CLIENT Content, or the validity of CLIENT Marks;
- iv) AGENCY shall not in any manner take any action that would impair the value of, or goodwill associated with, the CLIENT Content and/or Marks; and
- v) AGENCY shall not sell, convey, or sub-license any part of the CLIENT Content or the CLIENT Marks
- vi) Should CLIENT sustain any loss or liability, costs (including legal costs) or damages, whether direct or indirect as a result of the AGENCY breach of this Agreement including the improper use of CLIENT Content and CLIENT Marks, AGENCY shall hold harmless and keep indemnified CLIENT from and against any and all losses,



damage, claims, liabilities and expenses (including legal costs and expenses and attorney's fees) incurred or suffered by CLIENT arising as a result of or in connection with the breach.

7.3. AGENCY agrees not to obscure, remove or alter any of the patent, copyright, trademark, trade secret, proprietary, and other legal notices contained in, or displayed on the CLIENT Content which is provided to, or used by, AGENCY pursuant to this Agreement. AGENCY further agrees to reproduce in each copy of the CLIENT Content all such notices or marks as are included in the versions provided to AGENCY

7.4. In the event of expiration or termination of this Agreement:
i. AGENCY shall return to CLIENT all copies of the CLIENT Content, together with all other proprietary or confidential property of CLIENT in AGENCY's possession or control; and
ii. make no further use of the CLIENT Content or the CLIENT Marks

7.5. AGENCY represents that its use of any text, graphics, photographs, video, audio and/or other data or information in performance of the Services will not infringe on the rights of any third Party in such media, including any intellectual property rights such third Party may have in such media. If AGENCY intends to incorporate any third Party material, AGENCY shall inform CLIENT and shall obtain for CLIENT the required usage rights at a cost to be agreed to by the CLIENT in advance of any commitment by AGENCY to such third Party.

7.6. CLIENT hereby grants to AGENCY a license to print, copy, publicly display, edit and modify any copy submitted to AGENCY by CLIENT, provided that, prior to printing, copying or publicly displaying any copy, AGENCY shall obtain CLIENT approval for such changes. AGENCY shall bear the risk of loss due to errors or omissions in materials produced in accordance with this Agreement and shall fully indemnify CLIENT for such loss sustained

8. Miscellaneous

8.1. **Authority:**
Each Party represents that it has full authority and legal capacity to enter into and perform its duties and obligations under this Agreement and that it is not bound by other agreements that prohibit to adversely affecting its performance under this Agreement.

8.2. **Relationship of the Parties:**
AGENCY and CLIENT are and shall be independent contractors. Neither Party, its employees, consultants, subcontractors or agents shall be deemed under this Agreement to be the agents, employees, partners or joint ventures of the other, nor does either Party have any authority to enter into any obligation of behalf of the other. Neither Party shall make any express or implied representations to any third Party to the contrary

8.3. **Publicity**
AGENCY shall consult with CLIENT before issuing any press release or other release or otherwise making any other public statement or any statement to employees, customers or vendors with respect to this Agreement, and except as required by

2010 AUG -3 AM 10:00
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applicable law, AGENCY shall not issue any such press release or make any such public statement or any statement to employees, customers or vendors without the prior written consent of CLIENT.

8.4. Confidentiality

8.4.1. During the Term of this Agreement, CLIENT may disclose to AGENCY information in connection with the performance of this Agreement, including, without limitation, information concerning CLIENT's business, services, technical data, advertiser lists, marketing plans, financial documents or data, which when provided hereunder shall be deemed "Confidential Information". AGENCY shall not during the term of this Agreement or thereafter publish, disseminate, or otherwise disclose the Confidential Information to any third Party without prior written consent from CLIENT

8.4.2. AGENCY shall use the Confidential Information of CLIENT solely to perform its obligations under this Agreement, and all Confidential Information, and any copies thereof, shall remain the sole property of CLIENT.

8.4.3. Notwithstanding the foregoing, AGENCY shall not be restricted from disclosing information that

- i. is or becomes generally available to the public other than by means of AGENCY's breach of its obligations under this Agreement
- ii. is independently obtained from a third Party whose disclosure violates no duty of confidentiality;
- iii. is independently developed by or on behalf of AGENCY without access to or use of or reliance on any Confidential Information furnished to it under this Agreement, and such independent development can be reasonably evidenced by AGENCY; or
- iv. is required to be disclosed pursuant to applicable law or regulation or by operation of law, provided that AGENCY may disclose only such information as is legally required, and provided further that AGENCY shall provide reasonable advance notice to CLIENT of such requirement and an opportunity to object to such disclosure

8.5. Indemnification:

AGENCY agrees to indemnify and hold harmless, CLIENT and its officers, employees, agents and contractors, from and against all actions, claims, proceedings, costs and damages, losses or liabilities arising from the performance by AGENCY of its obligations under this Agreement, unless such actions, claims, costs and damages, losses or liabilities are due to the gross negligence or intentional misconduct of the CLIENT.



8.6. Compliance with Laws

AGENCY shall comply with all applicable laws and regulations and other legal requirements in all jurisdictions that apply to this Agreement and the performance of the Services

8.7. Governing Law:

This Agreement is executed in, and shall be governed by and construed under the laws of the State of Qatar, without regard to principles of conflicts of laws.

8.8. Disputes:

8.8.1. Any dispute, controversy or claim arising under or in connection with this Agreement, or the breach, termination, or invalidity thereof, the Parties will attempt to settle such claim or dispute by negotiation between the Parties

8.8.2. If any claim or dispute cannot be amicably settled by negotiation within (30) thirty days the dispute or claim will be settled by Arbitration as follows:

8.8.3.

8.8.3.1. CLIENT or AGENCY may at any time give written notice to the other that it wishes to refer the dispute to arbitration

8.8.3.2. Arbitration shall be governed by the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules") in force at the time

8.8.3.3. The place of arbitration shall be in Paris, France

8.8.3.4. The award of the arbitrators shall be final and binding on the Parties (i.e. not subject to appeal) and the Parties agree that an arbitration award may be entered in any court of competent jurisdiction

8.8.3.5. The language of the proceedings, documentation and award shall be English

8.8.3.6. The Parties shall each pay one-half of any advances on costs set by the ICC. The arbitrators shall be entitled to allocate the costs of arbitration between the Parties, which costs shall be borne by each Party as determined in any arbitral award or awards by the arbitrators.



- 8.9. Waiver:**
No failure to exercise and no delay in exercising on the part of either Party hereto, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege, preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 8.10. Assignment**
CLIENT may assign whole or part of this Agreement to any of its affiliates/subsidiaries at any time in cases of legitimate corporate re-structuring. AGENCY shall not assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it without the prior written approval of CLIENT.
- 8.11. Notices and Approvals**
All notices or approvals required or permitted to be given hereunder shall be in writing and either hand-delivered, telecopied, mailed by certified first class mail, postage prepaid, or sent via electronic mail to the other Party hereto at the address or fax number first set forth in this Agreement. A notice or approval shall be deemed given when delivered personally, when the telecopied notice is transmitted by the sender, five (5) business days after being dispatched via air courier, or on the delivery date if delivered by electronic mail
- 8.12. Severability:**
If any provision of this Agreement shall be held to be illegal, invalid, or unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to give effect to the intent of the Parties, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 8.13. Entire Agreement**
This Agreement, including the Schedules attached hereto, constitutes the entire agreement of the parties and supersedes all prior agreements of the parties with respect to the matters set forth herein. Any reference to this Agreement includes the Schedules, however, should there be any discrepancy or contradiction between the Agreement and Schedules, the Agreement shall supersede. No amendment to or modification of this Agreement shall be binding unless in writing and executed by a duly authorized representative of both parties.
- 8.14. Counter Parts:**
This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.



IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives, have duly executed this Agreement this 4th day of February 2010.

Authorised signature(s) of Employer



Signature: [Signature]
Name: Eng. Mohmmed Bin Ali Al Hedfa
Title: Group Chief Executive Officer
Address: P.O. Box 23175, Doha, Qatar

Authorised signature(s) of Agency

Seal _____

Signature: [Signature]
Name: Peter Brown
Title: President & C.E.O.
Address: Brown Lloyd James
P.O. Box: 8019, Doha, Qatar

Brown Lloyd James
P.O. Box: 8019, Doha, Qatar



SCHEDULE A
SERVICES PROPOSAL



BREAKDOWN OF FEES*:

A) BASED ON WORK-AREAS

a. QATARI DIAR CORPORATE	30%
b. QATARI DIAR PROJECTS	20%
c. QATARI DIAR UK	20%
d. LUSAIL	20%
e. QATAR RAILWAYS	10%

TOTAL =====
100% =====

B) BASED ON LOCATIONS

a. DOHA	40%
b. NEW YORK	30%
c. LONDON	20%
d. TRIPOLI	05%
e. EUROPEAN NETWORK	05%

TOTAL =====
100% =====

*Note: Figures are subject to change depending on QD corporate priorities.



SCHEDULE B

KEY PERSONNEL

Name	Position	Role	%age of participation
John Watts	Managing Director, BLJ — Doha	Provide daily, on the ground support to QD	80%
Molly Conroy	Vice President, BLJ New York	Will help guide QD's international media outreach efforts	80%
Marc Smikarov	Account Director, BLJ — New York	Will conduct press outreach to international trade publications, and will compile outreach lists to guide our strategy	40%
Alison Bradley	Media Director, BLJ - New York	Will spearhead international press outreach using her extensive media contacts	40%
Margaret I-tofeckcr	Account Executive, BLJ — New York	Will manage daily press monitoring and will participate in media outreach efforts.	40%
Salem Shubash	Account Director, BLJ - Doha	Will support John with on the ground support in the QD offices	20%
Sheila Thompson	Vice President, BLJ - London	Will advise on and assist with all UK and European media outreach efforts	20%
Sir Nick Lloyd	Chairman, BLJ — London	Will offer top-level strategic advice and will broker introductions to key political, business and media figures in the UK	20%
Peter Brown	President, BLJ — New York	Will offer top-level strategic advice and will broker introductions for QD to key political, business and media figures	25%
Mike Holtzman	Partner, BLJ — New York	Mike will provide daily guidance to QD managers and will play a key role in developing QD's overall media relations strategy	20%
New employees	Account Executives	Will provide day-to-day on the ground support in the QD offices	100%

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