

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 Maggs & McDermott LLC, Attorneys at Law	2. Registration No. [to be assigned] 5845
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3. Name of foreign principal Government of the Republic of Iraq Office of the Prime Minister	4. Principal address of foreign principal Office of the Prime Minister Council of Ministers Building International Zone, Baghdad, Iraq
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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:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify): _____
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant.
Office of the Prime Minister
- b) Name and title of official with whom registrant deals.
Dr. Mowaffak al-Rubaie, National Security Advisor, Government of Iraq

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

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

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.

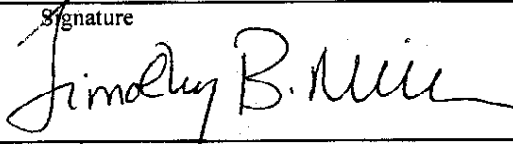
Date of Exhibit A	Name and Title	Signature
29 December 2007	Timothy B. Mills, Partner Maggs & McDermott LLC, Attorneys at Law	

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.

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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 Maggs & McDermott LLC	2. Registration No. [to be assigned] 5845
3. Name of Foreign Principal Government of the Republic of Iraq	

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.

(1) Provide consultation and advice directly to the Prime Minister of Iraq, through his Iraqi National Security Advisor and Iraqi Legal Advisor, concerning the potential applicability to Iraq of pending amendments to the U.S. Foreign Sovereign Immunities Act set forth in proposed Section 1083 of the National Defense Authorization Act for Fiscal Year 2008, (2) upon the Prime Minister's authorization, communicate the policy and practical concerns of the Government of Iraq (and the bases therefor) to senior U.S. Executive and Legislative Branch officials through written and oral communications.

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

(1) Provide consultation and advice directly to the Prime Minister of Iraq, through his Iraqi National Security Advisor and Iraqi Legal Advisor, concerning the potential applicability to Iraq of pending amendments to the U.S. Foreign Sovereign Immunities Act set forth in proposed Section 1083 of the National Defense Authorization Act for Fiscal Year 2008, (2) upon the Prime Minister's authorization, communicate the policy and practical concerns of the Government of Iraq (and the bases therefor) to senior U.S. Executive and Legislative Branch officials through written and oral communications.

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.

Communications with senior members of the Executive and Legislative Branches of the U.S. Government to urge non-implementation, as to Iraq, of the amendments to the U.S. Foreign Sovereign Immunities Act set forth in Section 1083 of the National Defense Authorization Act for Fiscal Year 2008, including communication of requests by the Government of Iraq for Presidential action to preclude Section 1083 from becoming law as to Iraq.

Date of Exhibit B	Name and Title	Signature
29 December 2007	Timothy B. Mills, 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.

MAGGS & McDERMOTT, LLC
ATTORNEYS AT LAW

800 OLD BRIDGE ROAD
BRIELLE, NEW JERSEY 08730-1334

910 17TH STREET N.W.
SUITE 800
WASHINGTON, D.C. 20006

29 December 2007

James Maggs
Managing Partner
+1 732 223 9870 (office)
+1 732 223 7367 (fax)
E-Mail:
jmaggs@briellclaw.com

Timothy B. Mills
Partner, Washington, D.C.
+1 202 457 8090 (office)
+1 202 478 5081 (FAX)
+1 202 256 0162 (US mobile)
+962 777 44 5555 (Int'l mobile)
E-Mail:
tmills@briellelaw.com
Internet E-Mail:
TimothyBMills@aol.com

BY E-MAIL:
compensation_iraq@yahoo.com

Hanan M. Nassef
Director General, Legal Department
Ministry of Justice, Republic of Iraq
Baghdad, Iraq

SUBJECT: Engagement of Maggs & McDermott:
Representation of the Government of Iraq: Advice, Counseling and
Communication to the U.S. Government Respecting Potential
Applicability of Proposed Amendments to U.S. Foreign Sovereign
Immunities Act to the Government of Iraq
(Section 1083, National Defense Authorization Act for Fiscal Year 2008)

Dear Director General Hanan M. Nassef:

Maggs & McDermott, LLC (the "Firm") gratefully acknowledges and accepts the decision of the Government of Iraq that the Firm shall represent the Government of Iraq with respect to providing advice and counsel to His Excellency the Prime Minister of Iraq and communication of the concerns and positions of the Government of Iraq relating to potential applicability to Iraq of those proposed amendments of the U.S. Foreign Sovereign Immunities Act (FSIA) set forth at Section 1083 of the National Defense Authorization Act for Fiscal Year 2008.

Hanan M. Nassef
Director General, Legal Department
SUBJECT: *Engagement of Maggs & McDermott –
U.S. Foreign Sovereign Immunities Act Matter*
29 December 2007
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We shall act as the legal advisor for the Government of the new Republic of Iraq in accordance with the mutual understandings set forth in this letter.

In accordance with the Firm's business practices and ethical requirements and considerations under the rules of professional conduct for the jurisdictions in which the Firm practices, we wish to ensure through this letter a common understanding between the Government of the new Republic of Iraq and the Firm of the terms of this representation.

Accordingly, I have enclosed a statement describing the revised standard terms of engagement for legal services to be provided by the Firm (the "Revised Standard Terms").

The Revised Standard Terms cover such matters as our procedure for handling potential conflicts of interest, fees, costs and expenses, billing arrangements and terms of payment. Please note, however, that the Revised Standard Terms are supplemented and modified by the mutually-agreed understandings expressed in this letter.

Please review this letter and the enclosed Revised Standard Terms carefully to ensure that all is in accord with the Government of Iraq's agreement.

Business Terms – Fees, Expenses, Invoicing and Payment

Fees and Expenses

As explained more fully in the Revised Standard Terms, the Firm will determine legal fees based on our hourly billing rates in effect when the work is performed and the number of hours worked by each attorney. As previously discussed and agreed, the hourly billing rates for Mr. Mills is \$650 per hour. If: (a) other partners become involved, the billing rates for such other partners will range between \$425 and \$600 per hour; and (b) associate attorneys and legal assistants become involved, then the hourly billing rates for such professionals will commensurate with their seniority. Hourly billing rates for associate attorneys range from US\$150 to US\$400, and legal assistants from US\$50 to US\$210. Generally, we adjust our billing rates for attorneys in January.

In addition to our fees for legal services, we also charge separately for certain costs and expenses as described in the enclosed statement.

Retainer (Advance Payment), Invoicing and Payments

The Firm requires a retainer (advance payment) in the total amount of US\$35,000 for this representation.

Hanan M. Nassef
Director General, Legal Department
SUBJECT: **Engagement of Maggs & McDermott –
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This retainer amount will be held in the Firm's trust account, and will be applied against billing as they occur. We will invoice the Ministry for the fees and expenses incurred, so as to replenish the retainer balance during the course of the litigation. At the conclusion of this litigation, we will apply the final bill to the retainer balance, and, if a remainder balance exists then, such remainder will be returned to the Ministry.

We understand that the Ministry we will arrange for the advance payment to be sent to us as soon as the Ministry receives this Engagement Letter.

Invoicing and Payments

Maggs & McDermott will present statements (invoices) to the Ministry (as set forth in the Supplemental Terms) either: (a) when unbilled incurred fees and expenses total at least US\$25,000, or (b) monthly, whichever occurs first. The statements will detail the effort and expenses associated with the defense effort. Fees will be itemized to show the work performed and time spent per time-keeper.

The Ministry will make payment of the retainer (advance payment) and the Firm's invoices by wire transfer of funds (in United States dollars) to the account of Maggs & McDermott by the payment due date, in accordance with banking instructions on the invoices.

The Firm asks that the Ministry accomplish the wire transfer of the US\$35,000 retainer advance payment as soon as practicable, per the following banking/wire transfer instructions:

US Correspondent Bank:

*Bank of America
SWIFT Code BOFAUS3N*

*[REDACTED]
New York, New York*

Further Credit to:

Central Jersey Bank, NA

*[REDACTED]
Sea Girt, New Jersey*

Final Credit to:

*Maggs & McDermott Iolta Account
Attorney Trust Account
Account [REDACTED]*

Reference:

Iraq Ministry of Justice/Acree I & Kalasho

Hanan M. Nassef
Director General, Legal Department
SUBJECT: **Engagement of Maggs & McDermott –
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The Firm asks that the Ministry endeavor to pay each of the Firm's invoices by wire transfer within fifteen (15) days of receipt of the invoice. It is agreed by the Ministry and the Firm, however, that wire transfer payment in full of each is due to be received in the account of Maggs & McDermott by not later than thirty (30) days after delivery of each invoice to the Ministry, by e-mail, addressed as above.

Consent by the Government of Iraq to the Firm's Withdrawal as Counsel Upon Delinquency in Payment

The Ministry and the Firm agree that should payment of one of the Firm's invoices become delinquent (*that is*, not be paid within 30 days of presentation of the invoice to the Ministry), then: (i) the Firm shall have the option, in its sole discretion, to take all actions necessary to withdraw as counsel to the Government of the Republic of Iraq in this matter.

* * * * *

As always, we remain available to His Excellency the Prime Minister, to His Excellency's advisors and to you to address any questions that may arise.

The Firm does ask that the Government of Iraq evidence our mutual agreement by signing and returning a fully-executed original of this letter to us, either by DHL or Federal Express or by hand.

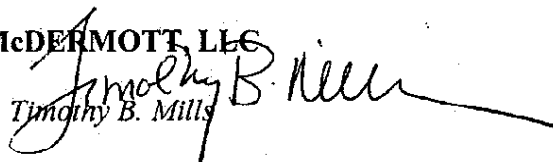
We look forward to being of service to you and your Esteemed Ministry in the defense and resolution of these claims.

Sincerely,

MAGGS & McDERMOTT, LLC

/s/

Timothy B. Mills



By: Timothy B. Mills
Partner

Hanan M. Nassef
Director General, Legal Department
SUBJECT: *Engagement of Maggs & McDermott –
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The foregoing understandings in this letter and the Revised Standard Terms are agreed to
this ____ day of _____, 2007 by:

MINISTRY OF JUSTICE, REPUBLIC OF IRAQ

By: _____

Hanan M. Nassef
Director General, Legal Department
Ministry of Justice, Republic of Iraq

Enclosure
Revised Standard Terms and Conditions

Hanan M. Nassef
Director General, Legal Department
SUBJECT: *Engagement of Maggs & McDermott –
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MAGGS & McDERMOTT, LLC

Revised Standard Terms of Engagement for Legal Services

I appreciate your selection of Maggs & McDermott, LLC (the "Firm") to represent you. The purpose of this statement is to provide you with important information about the scope of this engagement, our fees and billing policies, and other terms that will govern our relationship. While we do not wish to begin this relationship on an unduly formal footing, it has been our experience that this statement is helpful to both the client and the Firm.

Unless modified by the engagement letter forwarded along with this enclosure, this statement sets forth the standard terms of our engagement as your lawyers. We therefore ask that you carefully review it to ensure that it comports with your understanding of our respective responsibilities. If you have any questions concerning the matters discussed below, please contact us promptly so that we may address them with you. We suggest that you retain a copy of this statement with your signed copy of the accompanying engagement letter, as these terms will be an integral part of our agreement with you.

The Scope of Our Engagement

The accompanying engagement letter describes the work we are to perform on your behalf. We want you to have a clear understanding of the legal services we will provide, and encourage you to review the letter and to discuss with us any questions you may have concerning these services.

We will at all times act on your behalf to the best of our ability. During the course of our representation, you may seek our professional opinion regarding the likely outcome of your legal matters. Any expressions (solicited or otherwise) on our part concerning such possible outcomes are expressions of our best professional judgment, but are not guarantees.

Before we begin representing a particular client, we try to determine whether there are any conflicts of interest that would interfere with our representation of that client's interests. We have made these inquiries and have determined that no conflict of interest exists. We similarly ask you to notify us if you become aware of any potential conflicts of interest. If either you or we conclude that our representation should or must be terminated, we will do our best to protect your interests by assisting in providing a smooth transition to new counsel.

Hanan M. Nassef
Director General, Legal Department
SUBJECT: ***Engagement of Maggs & McDermott –
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It is our policy that we represent only the person or entity that is specifically identified in our accompanying engagement letter and not any affiliates of that person or entity. This means that if you are a corporation or partnership, or governmental agency or department, our engagement does not include representation of any parents, subsidiaries or affiliates, or other agencies or departments. Nor does it include representation of any employees, officers, directors, shareholders of the corporation or partners of the partnership, or agency or department, or commonly owned corporations, joint ventures or other corporate, governmental or contractual affiliates or partnerships. If you are an association, our representation does not include representation of any of your individual members.

It is also our policy that the attorney-client relationship will terminate upon our completion of any services that you have retained us to perform. We hope, of course, that you will choose to retain our Firm to perform further or additional services. Should you do so, our attorney-client relationship will be re-established subject to these terms of engagement, as they may be supplemented at that time.

Who Will Provide the Legal Services

Your representation will be supervised by the principal attorney specified in the accompanying engagement letter. Subject to the principal attorney's supervision, other lawyers, in-house specialists and consultants and/or legal assistants (paralegals) in the Firm may perform services on your behalf. The staffing decisions are made by the principal attorney with the objective of rendering timely and cost-effective services to you. Whenever practicable, we will advise you of the names of those attorneys, in-house specialists and consultants and legal assistants who work on your matters.

How Fees Will Be Set

Fees for services rendered will be based on the reasonable value of those services as determined in accordance with the codes of professional responsibility for the jurisdictions in which we practice. Fees will be based primarily on our standard hourly billing rates in effect at the time the work is performed and the numbers of hours worked. Each attorney, legal assistant (paralegal), law clerk, and in-house specialist and consultant is assigned a standard hourly billing rate, based on the person's experience, years of practice, special expertise, and professional achievement. The accompanying engagement letter details the current billing rates of the persons most likely to perform the primary services on your behalf. The Firm typically adjusts these rates on an annual basis to reflect current levels of legal experience, changes in overhead costs and other factors.

Hanan M. Nassef
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Time for which a client will be charged will include, among other things, telephone and office conferences with the client, witnesses, consultants, court personnel and others; conferences among our legal personnel; factual investigations; legal research; preparation of responses to clients' requests for us to provide information to their auditors; drafting of letters, pleadings, briefs, memoranda and other documents; travel time; and time in depositions, other discovery proceedings and in court. We charge our time in units of one tenth of an hour.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible we will furnish an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. All estimates are subject to unforeseen circumstances and are by their nature inexact.

Costs and Expenses

In addition to our fees for legal services, we also charge separately for certain costs and expenses incurred in performing those services. These expenses may include costs of telecommunications, photocopying, messenger and delivery service, computerized research, travel, long-distance telephone calls, telecopying, filing fees, staff overtime expenses and other similar costs and expenses. Certain of these items may be charged at more than our direct cost to cover our overhead. Unless special arrangements are made at the outset, fees and expenses of experts and consultants will be the responsibility of, and will be billed directly to, the client.

Our policy requires other out-of-pocket charges in the amount of \$250 or more to be billed and paid by you to the Firm before the supplier can be paid. Because our ability to render legal services on your behalf is often dependent upon the services of these suppliers, prompt payment of these invoices is particularly important. When we are asked to undertake matters that will involve significant out-of-pocket expenses, we will ask you to provide us, in advance, with funds to cover the anticipated expenses.

We reserve the right to make at your expense and retain copies of all documents generated or received by us in the course of our representation. When you request documents from us, copies that we generate shall also be made at your expense, including both professional fees for time expended in reviewing files to be copied and reproduction costs.

Hanan M. Nassef
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Billing Arrangements and Terms of Payment

We will bill you on a regular basis, ordinarily each month, for both fees and costs and expenses. We generally send our statements in the second half of the month following the month to which the bill relates. Our statements are payable upon presentation.

It is our general policy to ask for an advance payment (which we sometimes refer to as a retainer or a deposit) against which we will charge our fees and expenses. Such advance payments are not refundable unless mutually agreed otherwise by you and the firm. Agreed upon amounts for monthly representation or for specific assignments are not considered "advance payments."

We will notify you promptly if your account becomes delinquent, and you agree to bring the account or the advance deposit current when so notified. If the delinquency continues and you do not arrange satisfactory payment terms, we reserve the right to postpone or defer providing additional services or to withdraw from the representation and pursue collection of your account. If collection activities are necessary, you agree to pay to us any costs we may incur in collecting the debt, including court costs, filing fees and a reasonable attorney's fee.

Termination of Representation

You may terminate our representation at any time, with or without cause, by notifying us. If such termination occurs, upon your request, we will promptly return to you any papers or property that you have given to us, subject to our rights, where permitted by applicable rules of professional conduct, to retain such papers or property as security for the payment of any outstanding fees, costs or expenses. We will retain our own work-product pertaining to the case for a reasonable period of time after such termination. It is our general policy not to retain copies of files or other records relating to an engagement for more than five years after completion of the services you have asked us to perform. Thereafter, we destroy those files unless the client tells us otherwise. If you want us to keep files for a longer period of time, please tell us. Your termination of our services will not affect your responsibility for payment of legal services rendered and costs and expenses incurred before termination and in connection with an orderly transition of the matter. In terms of a retainer relationship where a minimum period of retention is agreed to, early termination will not absolve you of your responsibility for all agreed to fees for the specified time period.

We are subject to the rules of professional responsibility for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example: nonpayment of fees or costs, misrepresentation of or failure to disclose material facts, action contrary to our advice,

Hanan M. Nassef
Director General, Legal Department
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conflict of interest with another client or, if in our judgment, any fact or circumstance would render our continuing representation unlawful or unethical. If withdrawal ever becomes necessary, we will take all reasonable measures to ensure a smooth transition to new counsel. Your signature on the engagement letter accompanying this statement constitutes your agreement not to contest our motion to withdraw from any court or administrative proceeding in these circumstances.

Insurance Coverage

It is possible that you may have insurance policies relating to a matter with respect to which you request our assistance. You should carefully check all policies and, if coverage may be available, notify the insurance company about the matters as soon as possible. We do not undertake any responsibility to advise you as to the existence, applicability or availability of insurance coverage for any of the matters to be handled by us unless you have provided us with copies of your policies of insurance and expressly request our advice as to potential coverage under those policies. If an insurance company undertakes the payment of any portion of our statements, you will still remain responsible for any amounts not paid by the insurance company.

**STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
SHORT FORM STANDING**

MAGGS & MCDERMOTT, LLC.

0600154171

With the Previous or Alternate Name

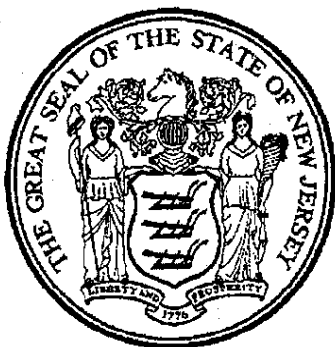
DICROCE & MAGGS, LLC (Previous Name)

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on November 7, 2002.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

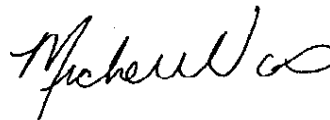
I further certify that the registered agent and registered office are:

*James A. Maggs, Esq.
800 Old Bridge Road
Brielle, NJ 08730*



Certification# 111432066

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed my
Official Seal at Trenton, this
29th day of December, 2007*



*Michellene Davis
Acting State Treasurer*

Verify this certificate at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp