

OMB No. 1124-0003; Expires May 31, 2020

U.S. Department of Justice
Washington, DC 20530

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

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for 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 the 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: <https://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: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 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, Counterintelligence and Export Control 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 Law Office of David B. Kultgen, PLLC	2. Registration No. 6527
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- To correct a deficiency in
 - Initial Statement
 - Supplemental Statement for the period ending _____
 - Other purpose (*specify*) _____
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Agreement for Legal Services

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

At the time the initial Statement was filed, registrant's engagement for legal services, as requested by the Ministry of Energy, Industry and Mineral Resources, was pursuant to an oral agreement with the Ministry, as stated in item 6 of Exhibit B. A copy of the formal agreement subsequently reached is attached.

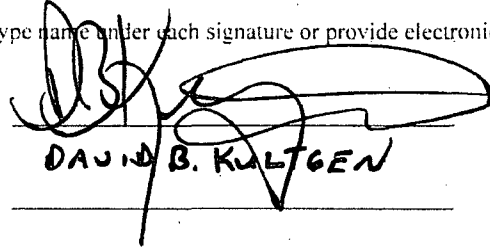
EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

9.29.18

(Print or type name under each signature or provide electronic signature¹)



DAVID B. KULTGEN

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

March 21, 2018

The Law Office of David B. Kultgen, PLLC
11841 Overlook Pass
Austin, Texas 78738
USA

RE: Agreement for Legal Services

Dear David:

This engagement letter (the "Engagement Letter"), along with its attachments (together with the Engagement Letter, the "Agreement"), shall govern the provision of legal consulting and support services by the Law Office of David B. Kultgen, PLLC ("COUNSEL") to the Ministry of Energy, Industry and Mineral Resources (the "Ministry") with respect to matters to be specified by the Ministry from time to time (each a "Matter").

The Ministry Representative

Dr. Turki Althunayan will serve as the Ministry's representative (the "Ministry Representative") with respect to the administration of the Agreement and shall be COUNSEL's principal contact within the Ministry with respect to each of the Matters covered hereby.

Unless otherwise stipulated by the Ministry, the Ministry Representative shall be authorized to act on behalf of the Ministry with respect to all matters related to this Agreement.

Assignment of Work

COUNSEL will be offered work assignments through the issuance of sequentially numbered service orders ("Service Orders") referencing the Agreement and describing the Matter and the work to be performed and work product to be delivered to the Ministry, if any.

Each Service Order shall be signed by the Ministry Representative, and generally be in the form attached as *Schedule A*. In addition to describing the services to be performed, where appropriate/feasible the Work Order shall include:

- a) a description of any written work product such as opinions, analyses, mark-ups of materials prepared by others, etc. to be submitted to the Ministry;

- b) a preliminary work schedule for execution of the work, including the desired delivery date for each deliverable;
- c) an estimate of the number of hours to be expended on the work and, where appropriate, a 'not to exceed' ceiling beyond which COUNSEL shall seek the Ministry's approval before expending additional billable hours; and
- d) a statement of whether the Matter involves, or could potentially involve, Saudi Aramco (the "Company") or the Saudi Aramco IPO.

Once executed by COUNSEL and the Ministry, each Service Order shall become a part of and be subject to the terms of this Agreement. In case of any conflict between the terms set forth in this letter and any Service Order issued hereunder, the terms of the Service Order shall control.

Any service request involving or related to the Company will be disclosed by the Ministry to the Company. Should the Company advise that it believes the Matter could potentially involve subject matter adverse to the Company's interests, COUNSEL shall seek the consent of the Company's Conflict of Interest and Business Ethics Committee before commencing work.

Compensation Terms and Billing Guidelines

Compensation Terms and Billing Guidelines governing the compensation to COUNSEL for the legal services performed for the Ministry hereunder are attached as *Schedule B*. The compensation structure assumes that services performed by COUNSEL will average eighty (80) hours per month over the course of the Agreement. Should the workflow over two successive quarters average less than seventy (70) billable hours per month or exceed an average of ninety (90) hours per month, either party may request consultations with the objective of modifying the compensation structure to more fairly reflect the volume of work being assigned to COUNSEL.

COUNSEL consents to the audit of records of COUNSEL's fees and expenses by the Ministry or its designated outside auditor upon reasonable advance notice.

Conflicts of Interest

COUNSEL shall disclose to the Ministry, through the Ministry Representative, any actual or potential conflict of interest that might arise from COUNSEL's acceptance of an assignment before working on the Matter. No work should begin until all conflict issues are resolved to the Ministry's satisfaction. Any such conflict must be thoroughly disclosed and shall not be waived without fully informed written consent. In particular, without limitation, concurrent representation of a third party in a matter adverse to the Ministry must be disclosed and shall not be waived without fully informed written consent.

Additionally, COUNSEL should be aware that conflicts relating to future representation adverse to the Ministry's interest on any related subject matter, after the termination of any attorney-client relationship with the Ministry, shall not be waived without fully informed written consent by the Ministry. COUNSEL shall not terminate COUNSEL's relationship with the Ministry in order to accept a representation adverse to the Ministry, absent written agreement by the Ministry. Any termination of the attorney-client relationship shall be clearly stated in writing.

Waiver requests must be submitted in writing to the Ministry Representative on each Individual Matter and contain full disclosures and details necessary to allow for a fully informed decision by the Ministry.

Term of Agreement

This Agreement is for an initial term of one year (twelve (12) Gregorian calendar months) from March 1, 2018 (the "Effective Date"). The Agreement shall be renewable for additional one year terms upon written notice by the Ministry given at least thirty (30) days prior to its expiration or any extension thereof.

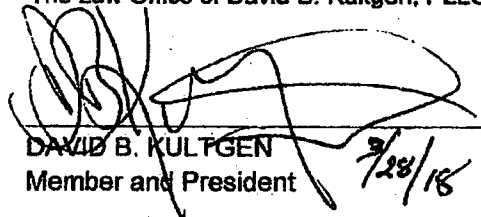
Please return a signed copy of this letter to the undersigned at your earliest convenience to indicate your agreement to the above.



Hamdan H. AL-Otalbi
Office Manager
Office of the Minister of State for Energy Affairs

AGREED AND ACCEPTED:

The Law Office of David B. Kultgen, PLLC



DAVID B. KULTGEN
Member and President

9/28/18

SCHEDULE B

The Ministry of Energy, Industry and Mineral Resources
Kingdom of Saudi Arabia

COMPENSATION TERMS & INVOICING GUIDELINES

Proprietary and Confidential

Ministry of Energy, Industry and Mineral Resources: Compensation Terms & Invoicing Guidelines

1. PURPOSE

These Compensation Terms & Invoicing Guidelines (the "Compensation Terms") define the compensation structure, invoicing guidelines and payment terms governing the legal consulting and support services performed for the *Ministry of Energy, Industry and Mineral Resources* (the "Ministry") by the *Law Office of David B. Kultgen, PLLC* ("COUNSEL").

The Compensation Terms, together with the engagement letter ("Engagement Letter") to which they are attached and the individual service orders issued by the Ministry from time in the form of *Schedule A* to the Engagement Letter (each a "Service Order") once accepted by COUNSEL will comprise the entire agreement between the Ministry and COUNSEL (the "Agreement") with respect to each matter assigned to COUNSEL (each a "Matter"), unless otherwise specified in writing.

2. COMPENSATION

2.1. Compensation Basis

The Compensation structure reflected herein is based on: (a) an assumed aggregate total of eighty (80) billable hours per month of services ("Services") anticipated to be performed by COUNSEL under all Service Orders issued by the Ministry pursuant to the Agreement (the "Assumed Hours"); and (b) an hourly billing rate of US\$550.00 (the "Hourly Rate") for billable hours worked.

2.2. Monthly Payable Amount

For the services performed by COUNSEL, the Ministry shall pay COUNSEL a lump sum amount of Forty-Four Thousand Dollars (US\$44,000.00) each month (net of withholding or other taxes assessed by the Saudi Government) (the "Assumed Amount") upon submission of COUNSEL's detailed invoice(s) in the form described below. Each invoice shall account in reasonable detail for billable hours worked during the previous month identifying the Matter/s to which each relates.

2.3. Adjustments

If the total hours worked in any month beginning with March 2018, across all outstanding Service Orders/Matters are more or less than the Assumed Hours (i.e., eighty (80) hours), the difference (positive or negative) will be carried over and applied to the invoice for Services performed by COUNSEL during the succeeding month.

Ministry of Energy, Industry and Mineral Resources: Compensation Terms & Invoicing Guidelines

At the end of each twelve (12) month period from March 1, 2018 or upon termination of the Agreement, as appropriate:

2.3.1. Overruns

The Ministry shall pay COUNSEL for billable hours worked across all Service Orders/Matters in excess of the Assumed Hours over the relevant period.

2.3.2. Underruns

COUNSEL shall reimburse the Ministry for any hours less than the Assumed Hours not worked over such period, net of any taxes paid by COUNSEL on such amounts previously paid to it with respect to such hours not worked.

2.3.3. Calculation of Adjustments

In each case, the value of the overrun or underrun, as appropriate, shall be calculated by multiplying the overage or underage times the Hourly Rate.

2.3.4. Reassessment

On or about October 1, 2018, and on each one (1) year anniversary thereafter, the parties will assess COUNSEL's actual workload over the previous twelve (12) months, and the Ministry's projection of its need for COUNSEL's services over the next twelve (12) months, and make whatever adjustments to the Assumed Amount, Hourly Rate and other relevant terms as they agree to be appropriate.

2.4. Reimbursable Costs

Eligible out-of-pocket costs, as defined in Part 3, below ("Reimbursable Costs") will be reimbursed to COUNSEL based on verifiable invoices which, in the case of major expenditures (e.g., for air travel), may be submitted separately, as incurred, and reimbursed as soon as possible.

3. TIMEKEEPING AND REIMBURSABLE EXPENSES

3.1. Fees

3.1.1. Task Descriptions

Descriptions of work performed for which compensation is sought shall be sufficiently detailed to enable the Ministry to understand the nature of the work involved and assess the reasonableness of the hours charged.

3.1.2. Local or Other Counsel

Should it be necessary, in COUNSEL's opinion, to retain local or specialist counsel with respect to any task associated with a Matter, prior written approval from the Ministry Representative shall be obtained.

3.1.3. Travel-Time

COUNSEL shall invoice and the Ministry agrees to pay, at 50% of the Hourly Rate, for time spent travelling as part of COUNSEL's performance of services for the Ministry.

3.2. Reimbursable Expenses

3.2.1. General

The Ministry expects COUNSEL to take appropriate measures to minimize the type and amount of costs and disbursements incurred in performing services for the Ministry.

3.2.2. Reimbursable Expenses

The Ministry shall reimburse COUNSEL for reasonable and verifiable costs incurred in performing services pursuant to the Agreement, such as:

- Messenger, courier or overnight mail services.
- Filing fees.
- Litigation support vendors (only after proper approval).
- Deposition expenses.
- Reasonable travel expenses (see below expense requirements).

Ministry of Energy, Industry and Mineral Resources: Compensation Terms & Invoicing Guidelines

- Any other actual out-of-pocket expenses (excluding any mark-up) that are necessary and justifiable.

3.3. Travel Expenses

3.3.1. Air Travel

Submission of a copy of the ticket or receipt from the airline or travel agency, with the fare class description, is required for reimbursement. Travel charges shall specify the name of the traveler, date of travel, origin and destination of travel, and the purpose of the travel. Although the Ministry expects COUNSEL to arrange travel schedules in order to make the most efficient use of time and resources. Air travel shall be "F" Class, where available.

3.3.2. Lodging & Meals

An itemized receipt for all hotel charges, regardless of the amount, is required for reimbursement of lodging expenses. Meal charges should specify the names of the persons covered by the meal charge and the business purpose of the meal, as appropriate.

3.3.3. Ground Transportation & Mileage

Invoices for reimbursement of ground transportation costs shall be supported by taxi or limousine receipts, rental car invoices or other supporting documentation appropriate to the means of transportation utilized.

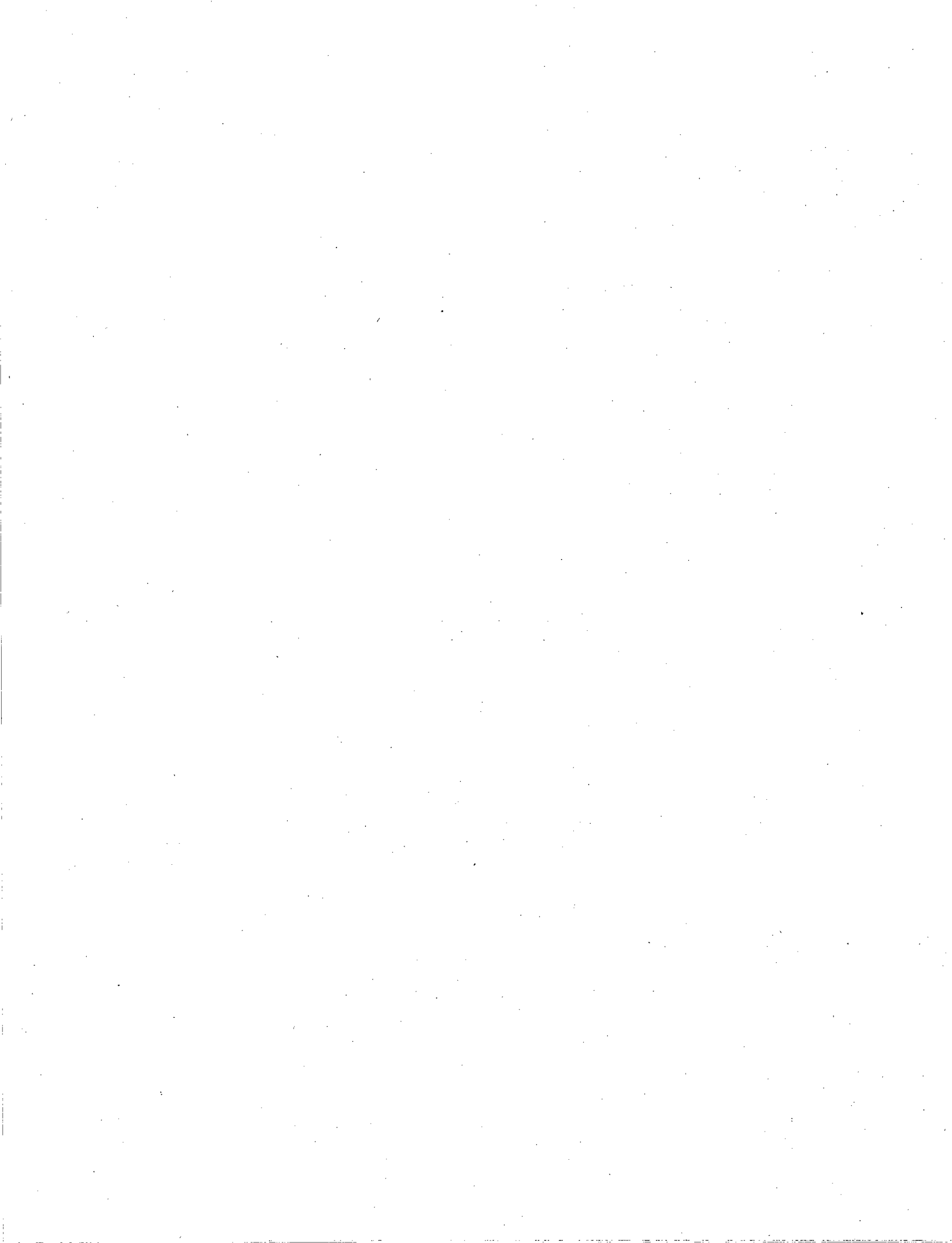
3.4. Non-Reimbursable Travel Related Expenses

The Ministry will not reimburse outside counsel for such personal charges as hotel movies, airline headsets, shoe shines, minibar charges, barber/hairstylist, toiletries, clothing, use of recreation and health club facilities, personal trip insurance, non-business related cellphone charges, etc.

3.5. Non-Billable Overhead Charges & Expenses

3.5.1. Overhead

The Hourly Rate includes compensation for all of Counsel's overhead expenses, clerical support and administrative functions. Charges for overhead expenses, clerical tasks or



Ministry of Energy, Industry and Mineral Resources: Compensation Terms & Invoicing Guidelines

administrative functions will not be reimbursed unless expressly agreed upon in advance and in writing by the Ministry Representative

3.5.2. Non-Reimbursable Costs

The Ministry reserves the right to adjust invoices or deny reimbursement for any fees or expenses deemed to be non-chargeable or unreasonable under the circumstances.

Non-reimbursable items shall include, but are not limited to, the following:

Administrative, Office & Clerical Charges:

- Budget or forecast preparation.
- Calendaring or docketing.
- Collating, copying, distributing, faxing, filing, indexing, labeling, mailing, organizing, printing, proofreading, scanning, serving, transmitting or updating documents or legal files, if performed "in-house" by COUNSEL.
- Conflict of interest checks or research.
- File opening/closing.
- Interaction with vendors and vendor invoice processing.
- Invoice preparation or research.
- Office supplies and domestic US postage.
- Staff supervision or instructions regarding work assignments.

Staff & Employee-Related Charges:

- Attendance at seminars, continuing legal education and conferences.
- Local cell phone and telephone charges.
- Group outings or hospitality.
- Internet service, when not traveling.
- Local mileage and local transportation (within 25 miles of COUNSEL's office).
- Meals, when not traveling.
- Professional associations, bar admission fees, court admission fees, or other membership fees.
- Review or reading of books, papers, etc. related to continuing legal education or training.
- Temporary staff, unless authorized in advance.

Ministry of Energy, Industry and Mineral Resources: Compensation Terms & Invoicing Guidelines

- Charges for work done after the closing of a Matter or termination of a case, unless specifically requested by The Ministry.

Other Overhead Charges:

- Accounting or bookkeeping fees.
- Client entertainment.
- Computer software and hardware.
- Publications, subscriptions or periodicals.
- General online research costs (Lexis, Nexus, or other research tools or resources).

3.6. Third Parties – Experts, Investigators, Consultants, Contract Attorneys, Vendors, Etc.

Before any expert witnesses, investigators, consultants or other third parties are contracted by COUNSEL with respect to a Matter, such retention must be discussed with and approved by the Ministry Representative. Before retaining any expert witnesses, COUNSEL shall confirm with the Ministry Representative that the expert has no conflicts of interest with the Ministry in any legal or non-legal capacity. A confidentiality and non-disclosure agreement shall be executed with the third party and provided to the Ministry Representative prior to any disclosures of confidential information to the third party.

The Ministry will reimburse COUNSEL for third-party charges at cost, once the Ministry has received a copy of the third-party engagement letter. Third party charges are to be billed in conjunction with COUNSEL's monthly invoice.

4. BILLING AND INVOICES

4.1. General

Invoices are to be denominated in US Dollars (US\$) and submitted on a monthly basis, promptly after month's end. Invoices should only reflect fees earned and reimbursable expenses incurred no later than ninety (90) days prior to the invoice date.

Invoices shall be submitted electronically via email to the Office of Hamdan H. AL-Otaibi. In addition, a PDF or physical copy of the invoice shall also be provided if requested by the Ministry. Physical copies, should be submitted to the Office of Hamdan H. AL-Otaibi, by post to:

7 | Page

The Ministry Proprietary and
Confidential

Ministry of Energy, Industry and Mineral Resources: Compensation Terms & Invoicing Guidelines

The Ministry of Energy, Industry and Mineral Resources
King Saud, Al Wizarat, Riyadh 12622 Saudi Arabia
Attn: Hamdan H. AL-Otaibi

The Matter name, Service Order Number and the Ministry Representative shall be clearly identified on the summary page of each invoice.

4.2. Invoice Detail Requirements

Each invoice shall contain:

- The Matter or project name for hours billed.
- The relevant Service Order number(s).
- A detailed description of the services performed, timekeepers performing them and the time spent. Time should be billed in quarter of an hour (0.25) increments.
- The date each service was performed.
- The total number of hours spent on the matter by each timekeeper and the Hourly Rate (except where task budgeting or a flat fee has been approved).
- An itemized list of all reimbursable expenses, broken down by person and type, including the rates charged for each item, where applicable. Charges for meals while traveling shall specify the person(s) covered by the meal charge.
- A copy of the receipt for any line item above \$1,000. For air travel, rail travel and hotel charges a copy of the ticket or receipt, with the fare class description, is required for reimbursement, regardless of amount.
- A summary cover page with the following:
 - Invoice number, date and amount.
 - Total fees, expenses and disbursements for the invoice.
 - Overage/Underage against the Assumed Hours for the month across all Matters and the number of hours (+/-) to be carried forward to the next billing period
 - The Matter name and Service Order number.
 - Ministry Representative's name. *L*

8 | Page

The Ministry Proprietary and
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Ministry of Energy, Industry and Mineral Resources: Compensation Terms & Invoicing Guidelines

4.2.1. General Billing Information

Matter. Invoices should be submitted within thirty (30) days following the close of the invoice period. Invoices received after the 20th of each month may be held for processing until the beginning of the next calendar month.

4.2.2. Invoice Adjustments

Charges that do not conform to these Compensation Terms will be subject to adjustment by the Ministry. Appeals regarding adjusted invoices will be handled on a case-by-case basis. Changes to billed legal fees or costs will be discussed with the Ministry Representative.

4.2.3. Settlement

At the conclusion or settlement of a Matter, all remaining fees and reimbursable expenses claimed by COUNSEL shall be submitted to the Ministry within sixty (60) days.

4.2.4. Invoice Returns

Invoices not conforming to any of the billing procedures may be returned to COUNSEL for correction. For the avoidance of doubt, invoices may be returned for the following reasons:

- Incorrect invoice format has been used.
- Invoice contains a mathematical error.
- Invoice does not have an invoice number.
- Invoice number is a duplicate.
- Invoice content is a duplicate of a previous invoice.
- Time increments are not stated in quarter hour increments.
- Invoice contains duplicate line items.
- Invoice contains charges more than ninety (90) days prior to the invoice date.
- Invoices submitted more than ninety (90) days after Matter close.
- Unknown or incorrect matter name/number.
- Unknown timekeeper.
- Proper backup documentation not attached to invoice.

Ministry of Energy, Industry and Mineral Resources: Compensation Terms & Invoicing Guidelines

4.3. Documentation

In order to be considered for payment, any expenses submitted for reimbursement by COUNSEL must be accompanied by appropriate backup documentation. For third-party charges and expenses (expert witnesses, consultants, etc.), a copy of the third-party's invoice must be submitted as backup documentation. For hotel and airfare the detailed invoice and payment receipt from the hotel, airline or travel service should be submitted. Every effort should be made to submit third-party charges within sixty (60) days unless a variance is authorized by the Ministry Representative. Expense documentation and third-party invoices must be maintained by COUNSEL for a reasonable period of time and shall be made available to the Ministry upon request. Invoices without proper backup documentation will be returned to COUNSEL until proper backup is provided.

5. Payment Terms

Invoices shall be paid by the Ministry by wire transfer in US Dollars pursuant to the wire transfer instructions separately communicated to the Ministry Representative. Payment shall be made within thirty (30) days from the date the invoice is received electronically by the Ministry. Notwithstanding anything to the contrary in this *Schedule B*, the Engagement Letter or any other document or agreement, all payments to outside counsel are inclusive of all taxes or similar charges imposed in respect of the services rendered.

The Ministry shall have the right to withhold taxes required to be withheld by law, regulation or notice from payments made to outside counsel and pay such withheld amounts to the relevant taxing authority. The Ministry shall not be required to reimburse outside counsel for any taxes withheld hereunder.

SCHEDULE B

The Ministry of Energy, Industry and Mineral Resources
Kingdom of Saudi Arabia

COMPENSATION TERMS & INVOICING GUIDELINES



Proprietary and Confidential

Ministry of Energy, Industry and Mineral Resources: Compensation Terms & Invoicing Guidelines

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2.3. Adjustments

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Ministry of Energy, Industry and Mineral Resources: Compensation Terms & Invoicing Guidelines

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2.4. Reimbursable Costs

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Ministry of Energy, Industry and Mineral Resources: Compensation Terms & Invoicing Guidelines

3. TIMEKEEPING AND REIMBURSABLE EXPENSES

3.1. Fees

3.1.1. Task Descriptions

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3.1.2. Local or Other Counsel

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3.1.3. Travel-Time

COUNSEL shall invoice and the Ministry agrees to pay, at 50% of the Hourly Rate, for time spent travelling as part of COUNSEL's performance of services for the Ministry.

3.2. Reimbursable Expenses

3.2.1. General

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- Messenger, courier or overnight mail services.
- Filing fees.
- Litigation support vendors (only after proper approval).
- Deposition expenses.
- Reasonable travel expenses (see below expense requirements).

Ministry of Energy, Industry and Mineral Resources: Compensation Terms & Invoicing Guidelines

- Any other actual out-of-pocket expenses (excluding any mark-up) that are necessary and justifiable.

3.3. Travel Expenses

3.3.1. Air Travel

Submission of a copy of the ticket or receipt from the airline or travel agency, with the fare class description, is required for reimbursement. Travel charges shall specify the name of the traveler, date of travel, origin and destination of travel, and the purpose of the travel. Although the Ministry expects COUNSEL to arrange travel schedules in order to make the most efficient use of time and resources. Air travel shall be "F" Class, where available.

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3.5. Non-Billable Overhead Charges & Expenses

3.5.1. Overhead

The Hourly Rate includes compensation for all of Counsel's overhead expenses, clerical support and administrative functions. Charges for overhead expenses, clerical tasks or

Ministry of Energy, Industry and Mineral Resources: Compensation Terms & Invoicing Guidelines

administrative functions will not be reimbursed unless expressly agreed upon in advance and in writing by the Ministry Representative

3.5.2. Non-Reimbursable Costs

The Ministry reserves the right to adjust invoices or deny reimbursement for any fees or expenses deemed to be non-chargeable or unreasonable under the circumstances.

Non-reimbursable items shall include, but are not limited to, the following:

Administrative, Office & Clerical Charges:

- Budget or forecast preparation.
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- Collating, copying, distributing, faxing, filing, indexing, labeling, mailing, organizing, printing, proofreading, scanning, serving, transmitting or updating documents or legal files, if performed "in-house" by COUNSEL.
- Conflict of interest checks or research.
- File opening/closing.
- Interaction with vendors and vendor invoice processing.
- Invoice preparation or research.
- Office supplies and domestic US postage.
- Staff supervision or instructions regarding work assignments.

Staff & Employee-Related Charges:

- Attendance at seminars, continuing legal education and conferences.
- Local cell phone and telephone charges.
- Group outings or hospitality.
- Internet service, when not traveling.
- Local mileage and local transportation (within 25 miles of COUNSEL's office).
- Meals, when not traveling.
- Professional associations, bar admission fees, court admission fees, or other membership fees.
- Review or reading of books, papers, etc. related to continuing legal education or training.
- Temporary staff, unless authorized in advance.

Ministry of Energy, Industry and Mineral Resources: Compensation Terms & Invoicing Guidelines

- Charges for work done after the closing of a Matter or termination of a case, unless specifically requested by The Ministry.

Other Overhead Charges:

- Accounting or bookkeeping fees.
- Client entertainment.
- Computer software and hardware.
- Publications, subscriptions or periodicals.
- General online research costs (Lexis, Nexus, or other research tools or resources).

3.6. Third Parties – Experts, Investigators, Consultants, Contract Attorneys, Vendors, Etc.

Before any expert witnesses, investigators, consultants or other third parties are contracted by COUNSEL with respect to a Matter, such retention must be discussed with and approved by the Ministry Representative. Before retaining any expert witnesses, COUNSEL shall confirm with the Ministry Representative that the expert has no conflicts of interest with the Ministry in any legal or non-legal capacity. A confidentiality and non-disclosure agreement shall be executed with the third party and provided to the Ministry Representative prior to any disclosures of confidential information to the third party.

The Ministry will reimburse COUNSEL for third-party charges at cost, once the Ministry has received a copy of the third-party engagement letter. Third party charges are to be billed in conjunction with COUNSEL's monthly invoice.

4. BILLING AND INVOICES

4.1. General

Invoices are to be denominated in US Dollars (US\$) and submitted on a monthly basis, promptly after month's end. Invoices should only reflect fees earned and reimbursable expenses incurred no later than ninety (90) days prior to the invoice date.

Invoices shall be submitted electronically via email to the Office of Hamdan H. AL-Otaibi. In addition, a PDF or physical copy of the invoice shall also be provided if requested by the Ministry. Physical copies, should be submitted to the Office of Hamdan H. AL-Otaibi, by post to:

7 | Page

The Ministry Proprietary and Confidential

Ministry of Energy, Industry and Mineral Resources: Compensation Terms & Invoicing Guidelines

The Ministry of Energy, Industry and Mineral Resources
King Saud, Al Wizarat, Riyadh 12622 Saudi Arabia
Attn: Handan H. AL-Otaibi

The Matter name, Service Order Number and the Ministry Representative shall be clearly identified on the summary page of each invoice.

4.2. Invoice Detail Requirements

Each invoice shall contain:

- The Matter or project name for hours billed.
- The relevant Service Order number(s).
- A detailed description of the services performed, timekeepers performing them and the time spent. Time should be billed in quarter of an hour (0.25) increments.
- The date each service was performed.
- The total number of hours spent on the matter by each timekeeper and the Hourly Rate (except where task budgeting or a flat fee has been approved).
- An itemized list of all reimbursable expenses, broken down by person and type, including the rates charged for each item, where applicable. Charges for meals while traveling shall specify the person(s) covered by the meal charge.
- A copy of the receipt for any line item above \$1,000. For air travel, rail travel and hotel charges a copy of the ticket or receipt, with the fare class description, is required for reimbursement, regardless of amount.
- A summary cover page with the following:
 - Invoice number, date and amount.
 - Total fees, expenses and disbursements for the invoice.
 - Overage/Underage against the Assumed Hours for the month across all Matters and the number of hours (+/-) to be carried forward to the next billing period
 - The Matter name and Service Order number.
 - Ministry Representative's name.

8 | Page

The Ministry Proprietary and
Confidential

Ministry of Energy, Industry and Mineral Resources: Compensation Terms & Invoicing Guidelines

4.2.1. General Billing Information

Matter. Invoices should be submitted within thirty (30) days following the close of the invoice period. Invoices received after the 20th of each month may be held for processing until the beginning of the next calendar month.

4.2.2. Invoice Adjustments

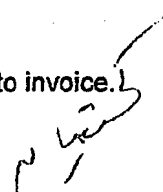
Charges that do not conform to these Compensation Terms will be subject to adjustment by the Ministry. Appeals regarding adjusted invoices will be handled on a case-by-case basis. Changes to billed legal fees or costs will be discussed with the Ministry Representative.

4.2.3. Settlement

At the conclusion or settlement of a Matter, all remaining fees and reimbursable expenses claimed by COUNSEL shall be submitted to the Ministry within sixty (60) days.

4.2.4. Invoice Returns

Invoices not conforming to any of the billing procedures may be returned to COUNSEL for correction. For the avoidance of doubt, invoices may be returned for the following reasons:

- Incorrect invoice format has been used.
 - Invoice contains a mathematical error.
 - Invoice does not have an invoice number.
 - Invoice number is a duplicate.
 - Invoice content is a duplicate of a previous invoice.
 - Time increments are not stated in quarter hour increments.
 - Invoice contains duplicate line items.
 - Invoice contains charges more than ninety (90) days prior to the invoice date.
 - Invoices submitted more than ninety (90) days after Matter close.
 - Unknown or incorrect matter name/number.
 - Unknown timekeeper.
 - Proper backup documentation not attached to invoice.
- 

Ministry of Energy, Industry and Mineral Resources: Compensation Terms & Invoicing Guidelines

4.3. Documentation

In order to be considered for payment, any expenses submitted for reimbursement by COUNSEL must be accompanied by appropriate backup documentation. For third-party charges and expenses (expert witnesses, consultants, etc.), a copy of the third-party's invoice must be submitted as backup documentation. For hotel and airfare the detailed invoice and payment receipt from the hotel, airline or travel service should be submitted. Every effort should be made to submit third-party charges within sixty (60) days unless a variance is authorized by the Ministry Representative. Expense documentation and third-party invoices must be maintained by COUNSEL for a reasonable period of time and shall be made available to the Ministry upon request. Invoices without proper backup documentation will be returned to COUNSEL until proper backup is provided.

5. Payment Terms

Invoices shall be paid by the Ministry by wire transfer in US Dollars pursuant to the wire transfer instructions separately communicated to the Ministry Representative. Payment shall be made within thirty (30) days from the date the invoice is received electronically by the Ministry. Notwithstanding anything to the contrary in this *Schedule B*, the Engagement Letter or any other document or agreement, all payments to outside counsel are inclusive of all taxes or similar charges imposed in respect of the services rendered.

The Ministry shall have the right to withhold taxes required to be withheld by law, regulation or notice from payments made to outside counsel and pay such withheld amounts to the relevant taxing authority. The Ministry shall not be required to reimburse outside counsel for any taxes withheld hereunder.

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