

#2165

**PATTON BOGGS** LLP  
ATTORNEYS AT LAW

2550 M Street, NW  
Washington, DC 20037-1350  
202-457-6000

Facsimile 202-457-6315  
www.pattonboggs.com

February 8, 2011

John J. Deschauer, Jr.  
202-457-6338  
jdeschauer@pattonboggs.com

Ambassador Adel A. Al-Jubeir  
The Royal Embassy of Saudi Arabia  
601 New Hampshire Avenue, NW  
Washington, DC 20037

**Re: Engagement of Patton Boggs LLP**

Dear Ambassador Al-Jubeir:

Thank you for continuing to retain Patton Boggs LLP to represent the Royal Embassy of Saudi Arabia in connection with the provision of legal advice and counseling with respect to United States laws, regulations and policies affecting the bilateral and multilateral relations of the Royal Kingdom. We will continue to work in coordination with Qorvis Communications as we have done in the past. We look forward to working with you and your staff on this engagement.

To ensure that the Royal Embassy and we have a common understanding of the terms of our representation and to comply with the rules of professional conduct for the jurisdictions in which we practice, I have enclosed a statement describing the standard terms of engagement for legal services to be provided by Patton Boggs LLP. The terms of engagement cover such matters as our procedure for handling potential conflicts of interest, fees, costs and expenses, billing arrangements and terms of payment. Please review the document carefully to ensure that it comports with your understanding. This letter supplements and modifies the enclosed terms of engagement.

Larry Harris and I will be primarily responsible for the work done on behalf of the Royal Embassy and will supervise the lawyers and other professionals who may work on this project. I anticipate that associates, staff attorneys, legal assistants, specialists and in-house consultants will assist in the matter.

Our fee will be a retainer of \$17,500.00 per month beginning January 1, 2011. The monthly retainer will include all fees for legal services, as well as all costs and expenses incurred in performing those services.

2011 MAY 26 PM 4:32  
NSD/CES/REGISTRATION  
UNIT

5148240

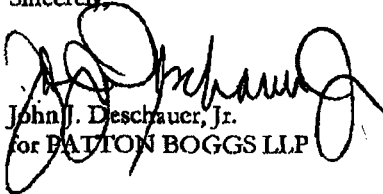
February 8, 2011  
Page 2

If you agree with these terms and conditions, including those set forth in the standard terms of engagement, no further action is required. If you have any questions about these terms or would like to discuss them, please call me as soon as possible so as not to impede our commencing work on your behalf.

These terms and conditions will apply to any future work we undertake for you unless we send you a new letter reflecting different terms and conditions.


We look forward to continuing our long association with the Royal Embassy of Saudi Arabia.

Sincerely,

  
John J. Deschauer, Jr.  
for PATTON BOGGS LLP

AGREED TO AND ACCEPTED:

The Royal Embassy of Saudi Arabia

By:   
Its Authorized Officer

# PATTON BOGGS LLP

## Standard Terms of Engagement for Legal Services

We appreciate your selection of our 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, and advise you to consult with your in-house counsel or other independent counsel regarding the terms set forth herein before we commence our work for you, 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 and before we commence work so that we may address them with you. We suggest that you retain a copy of this statement with your 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. If at any time you believe it is desirable to supplement or amend the scope of work described in our engagement letter, please let us know.

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. Should

NSD/CES/REGISTRATION  
UNIT  
MAY 26 PM 4:32

we determine in the course of our representation that such a conflict has arisen, we will promptly notify you. 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.

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, members or managers 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 or coalition, our representation does not include representation of any of your individual members.

Accordingly, for conflict of interest purposes, by accepting the enclosed engagement letter, you are agreeing that we may represent another client with interests adverse to any such affiliate or related person or entity without obtaining your further consent. Whether we will do so will depend on several factors, including the jurisdiction in which the representation will be undertaken and whether (i) the adverse matter is the same as, or substantially related to, the matter on which the Firm is representing you; (ii) there is a risk of adverse use or unauthorized disclosure of confidences or secrets obtained during our representation of you; (iii) the representation likely will have a material adverse effect on your financial condition; or (iv) the other client would be adverse to a person or entity which is your "alter ego."

We also wish to emphasize that Patton Boggs LLP provides a wide array of legal services to many clients around the world. These services include legislative and administrative representation on matters that may affect your interests, directly or indirectly. Therefore, as a condition of our undertaking to represent any client on a particular matter as described in our accompanying engagement letter, we ask each of our clients to waive objection to any conflict of interest that might be deemed to be created by our representation of other clients in legislative or administrative policy matters that are unrelated to the specific representation we have been asked

to undertake on their behalf. Your waiver will permit us to represent another client in advocating a change in law or policy in areas such as environmental or business regulation, international trade, health care, or taxation, even if the policy we advocate would or might have a direct or indirect adverse impact upon your interests.

It is also possible that some of our current or future clients will have disputes with you during the time we are representing you. We therefore also ask each of our clients to agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter (such as litigation, a disputed proceeding, transactional work or an intellectual property matter) that is not substantially related to our work for you, even if the interests of such clients in those matters are directly adverse to yours. We agree, however, that your prospective consent to conflicting representation shall not apply in any matter that is substantially related to the subject matter of our representation of you. We will treat matters as "substantially related" (and therefore not subject to your prospective consent) if they involve the same transaction or legal dispute in which we were engaged on your behalf, or if there is a substantial risk that we have obtained from you any sensitive, proprietary or other confidential information of a non-public nature that, if known to the other client, could be used by such client to the material disadvantage of your interests in the other matter. In all cases, we will exercise our best professional judgment and due diligence to ensure that the confidentiality of all non-public information that you provide us is protected and that any new representation will not impair our ability to represent you zealously in the matters in which we are engaged on your behalf.

Your acceptance of the attached engagement letter will constitute your agreement to the waivers requested in this section. (We recognize that, in certain jurisdictions, governmental agencies, unlike private parties, may not consent to adverse representation by its counsel even in unrelated matters.)

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. Although in many cases there will be an event or a communication that clearly signifies the termination (or non-termination) of a matter, in the absence of any such clear indicia we will deem a matter to be terminated if we have not provided any professional services relating to the matter for a six-month period. 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 at least an annual basis to reflect current levels of legal experience, changes in overhead costs and other factors.

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 quarter 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.

Unless otherwise agreed in writing in advance, the obligation to make timely payment of our fees and expenses is not contingent on the outcome of the representation.

### 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 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, including retaining rebates from service providers, 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 \$1,000 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 or electronic records generated or received by us in the course of our representation. When you request documents or electronic records from us, or if we receive from a government agency or a third party a summons or subpoena requiring us to provide documents, electronic records or testimony relating to work we performed for you, the time spent in complying with any such request, summons or subpoena will be billed to you at our standard hourly rates, along with the costs of any out-of-pocket expenses we incur.

## 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 month following the month to which the bill relates. If you would like us to bill you more frequently, please let us know. Our statements are payable upon presentation. If any monthly statement is not paid in full within thirty days of its date, then we may assess a late charge on the unpaid balance at the rate of 1.0% per month until full payment is made.

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 seven years after completion of the services you have asked us to perform. Thereafter, unless the client tells us otherwise, we reserve the right to destroy those files at our discretion without further notice but shall not be obligated to do so. If you want us to keep files for a longer period of time, destroy them sooner, or return them to you, please tell us



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, 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 acceptance of 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 so long as we have complied with the applicable rules for withdrawal in that jurisdiction.

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.

### 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.

### Disputes

It is always our goal to provide our clients with sound advice and excellent service. If any issues arise between you and the Firm that are not resolved through discussions with the attorneys who are handling your matter, please contact our Firm's Managing Partner or our General Counsel and they will make every effort to address your concerns. If we are unable to resolve the matter through mutual discussions, we will explore with you whether the matter might be resolved through mediation or another form of alternative dispute resolution.

In jurisdictions which have specific arbitration procedures or tribunals that relate solely to disputes concerning the reasonableness of legal fees, the client may elect to invoke those procedures and/or bring the matter before that tribunal.

In the event that any disputes relating to our services (including but not limited to any claims relating to reasonableness of fees, professional negligence or malpractice) are not resolved through any of the foregoing mechanisms, your acceptance of this engagement letter shall constitute your agreement to be subject to the jurisdiction of the courts of the jurisdiction of the Firm office that performed the substantial portion of the relevant services, which shall be the exclusive forum for resolving any such disputes unless the Firm has otherwise consented in writing. Interpretation and enforceability of the accompanying engagement letter and these Standard Terms of Engagement shall be governed by the law of the District of Columbia (exclusive of its choice of law rules), and the standard of care owed by the Firm shall be governed by the law of the jurisdiction of the Firm office where the substantial portion of the services were performed (exclusive of its choice of law rules). The agreements in this paragraph are intended to provide both the Firm and its clients with uniformity and certainty regarding the governing law and dispute resolution process, notwithstanding any inconvenience or added expense resulting from the choice of forum.