

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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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 Loeffler Tuggey Pauerstein Rosenthal LLP d/b/a The Loeffler Group		2. Registration No. 5432
3. Name of foreign principal The Ministry of Commerce and Industry Kingdom of Saudi Arabia	4. Principal address of foreign principal King Abdulaziz Street Riyadh, Saudi Arabia	

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 \_\_\_\_\_

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

- a) Branch or agency represented by the registrant.  
The Ministry of Commerce and Industry
- b) Name and title of official with whom registrant deals.  
Fawaz Al-Alamy, Special Advisor to the Minister of Commerce and Industry

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

- a) Principal address. N/A
- b) Name and title of official with whom registrant deals. N/A
- c) Principal aim N/A

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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

N/A

b) Is this foreign principal N/A

Supervised by a foreign government, foreign political party, or other foreign principal Yes  No

Owned by a foreign government, foreign political party, or other foreign principal Yes  No

Directed by a foreign government, foreign political party, or other foreign principal Yes  No

Controlled by a foreign government, foreign political party, or other foreign principal Yes  No

Financed by a foreign government, foreign political party, or other foreign principal Yes  No

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes  No

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


N/A

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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.

N/A

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Date of Exhibit A	Name and Title Timothy N. Tuggey Managing Partner	Signature 
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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 Loeffler Tuggey Pauerstein Rosenthal LLP d/b/a The Loeffler Group	2. Registration No. 5432
3. Name of Foreign Principal The Ministry of Commerce and Industry, Kingdom of Saudi Arabia	

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.

Registrant is retained to assist the foreign principal in its relationship with the U.S. Congress, Administration and World Trade Organization with respect to trade issues.

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

The registrant's scope of representation includes advising the foreign principal with respect to international trade matters, including assisting the foreign principal with implementing its WTO commitments and with developing and implementing strategies in WTO negotiations, helping the foreign principal further develop and strengthen its relationship with the United States and providing the foreign principal with other assistance it may request with regard to international trade matters.

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.

Registrant's activities may include counseling on public policy matters as well as direct interaction with officials in both the Executive and Legislative branches of the U.S. government.

Date of Exhibit B	Name and Title Timothy N. Tuggey Managing Partner	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

**Kingdom of Saudi Arabia**  
**Ministry of Commerce and Industry**

**AGREEMENT**

It has been agreed between:

**First:** The Ministry of Commerce and Industry located on King Abdulaziz Street., Riyadh, Kingdom of Saudi Arabia, Tel +966 1 402-7574 and Fax +966 1 409-3043, hereinafter called the employer and referred to as (first party) represented by H.E. the Minister of Commerce and Industry.

**Second:** The Loeffler Tuggey Pauerstein Rosenthal law firm, based on K Street, Washington, D.C., USA, Tel +202 775-4427 and Fax +202 775-0836, hereinafter called LTPR and referred to as (Second party) represented by Mr. Tom Loeffler, Partner.

Both parties agreed that LTPR represents MOCI in relation to the first party's endeavor to join the World Trade Organization (WTO) and undertakes to oversee all concerns and issues matters related to Saudi Arabia's accession process and other issues thereafter such as conducting training programs and provide legal consultations excluding all matters that are not contemplated by both parties.

And, it has been agreed to the following:

**Article I: Purpose of the contract:**

The purpose of this contract is to provide legal consultations, studies, negotiating position papers training programs, and other work related to the Kingdom's accession to the WTO including

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what is required thereafter in terms of legal advice and any additional complementary tasks and modifications requested by the employer from the second party in accordance with the conditions set forth in this agreement.

▪ **Article II: Duration of the agreement:**

1. The second party shall comply to carry out and finish works and services stated hereinabove in this agreement during a two-year period commencing on 01/01/2005.

2. In case of delays in executing the works and services as agreed, the second party will be subject to a delay fine, as provided in **Article VIII** of this agreement.

▪ **Article III: Value of the Contract:**

The total value of this contract is (SR 37,125,000) thirty seven million, one hundred and twenty five Saudi Riyals.

▪ **Article IV: Method of Payment:**

Since this contract started over a year ago before signing this agreement, the full amount of one year shall be paid immediately to the second party at the beginning of this year. The rest of the contract value of contract will be paid on a semi-annually installments basis.

▪ **Article V: Contract rules:**

This contract shall be subject to the laws and implementing regulations of the Kingdom of Saudi Arabia and it shall be interpreted and executed accordingly. All settlements of disputes in this contract hereinabove that may occur between both parties will be subject to laws of the Board of Grievances in the Kingdom.



▪ **Article VI:**

In case of any commercial disputes between the kingdom of Saudi Arabia and WTO members, the second party shall be requested to submit a proposal of the discretionary costs of legal fees required to achieve a successful outcome. The first party will approach concerned Government Agencies in Saudi Arabia to obtain the necessary funds as identified in the proposal.

▪ **Article VII:**

The employer has the right to increase the paid commitments of the second party in a proportion that does not exceed (10%) of the value of the contract and he has the right to decrease them in a proportion that does not exceed (20%) of the value of the contract of prices.

▪ **Article VIII:**

The second party is not entitled to abandon the contract totally or partially unless after getting a written approval from the first party in advance.

▪ **Article IX: Delay penalties:**

Should the second party be late or fail to achieve carrying out the requested work as set forth in this contract, he will be subject to a fine in relevance to government procurement law of the Kingdom of Saudi Arabia that should not exceed (10%) of the value of the contract unless the delay is the result of force majeure or incidental event or any another reason unrelated to the contractor with the government.

▪ **Article X: Termination of Contract by the Employer:**

The employer shall have the right to terminate the contract before achievement of results services within a period not more than (15) fifteen days according to the following:



A. The second party shall be paid the rest of his deserved fees in virtue of the contract proportionally equal to rate of the services he executed before the termination of his service.

B. The second party shall be compensated for the actual expenses that he endured but he has to submit official documents and instruments to support his situation.

C. In case of disappearance or incapability or bankruptcy of the second party during providing his services that lead to dissolution of the contract, the employer shall pay the value of the accomplished services in accordance to the benefits he gained from these services against available documents and instruments submitted by the second party to the employer.

▪ **Article XI: Rights of the second party in case of employer failure in fulfilling his commitments:**

Should the employer (first party) not fulfill any of his commitments stated in this contract, the second party is not entitled to halt the execution or termination of the contract but otherwise he has the right to request compensation for any losses or damages that he endured.

▪ **Article XII: Ownership and Disclosure of other documents and Instruments:**

All data, information, instruments and documents prepared and furnished by the first party in order to execute works and tasks included in the contract shall be owned privately by employer (first party) including the right of publication.





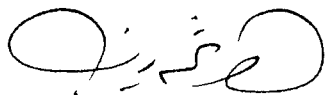
▪ **Article XIII: Language of Contract:**

The Arabic language is the one that is certified to interpret and execute this contract. However both parties have the option to use one of the foreign languages to write all or part of the contract. In case of inconsistency between the Arabic and foreign texts, the Arabic one is prevails.

▪ **Article XIV: Addressing and Claims:**

All notifications, claims and information related to this contract shall be in both Arabic and foreign language and must be delivered to the other party address as mentioned in this contract and to obtain a receipt signed to show delivery process or to be mailed by registered post or by fax or by e-mail depending on the circumstances but it is conditioned to approve its delivery and the parties shall be notified when changing addresses occurs.

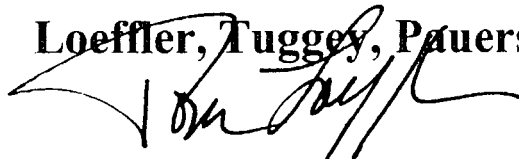
**First Party**  
**Ministry**  
**Of Commerce and Industry**



Date: 9 / 1 / 1427H.

**Second Party**

**Loeffler, Tuggey, Pauerstein**



Date: 2 / 10 / 2006G

