

**Brownstein Hyatt  
Farber Schreck**

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September 20, 2016

H.E. Adel Al-Jubeir  
Minister of Foreign Affairs  
Ministry of Foreign Affairs  
Kingdom of Saudi Arabia  
Riyadh, Saudi Arabia

RE: Fee Agreement for Representation

Dear Your Excellency:

You have asked us, and we have agreed, subject to our firm's conflicts of interest check, to act as policy counsel for the Ministry of Foreign Affairs for the Kingdom of Saudi Arabia in connection with certain priority legislative issues of importance to the U.S.-Saudi Arabia bilateral relationship. The purpose of this letter is to confirm the terms and conditions of Brownstein Hyatt Farber Schreck's (BHFS) representation of the Ministry of Foreign Affairs for the Kingdom of Saudi Arabia's interests.

Effective upon execution of this agreement, our fee amount will be \$100,000 per month for four months through December 31, 2016. The September fee amount will be paid by wire transfer and will be wired immediately upon execution of this agreement. (Wiring instructions are attached to this fee agreement.) The Ministry of Foreign Affairs for the Kingdom of Saudi Arabia and BHFS will discuss extending their relationship at the conclusion of this agreement.

It is anticipated that Alfred Mottur, Marc Lampkin, Elizabeth Gore, and Zachary Pfister will perform most of the work on this matter. We may assign additional lawyers or professionals in our firm to represent you if, in our judgment, that becomes necessary or desirable.

This representation will require registration pursuant to the Foreign Agents Registration Act (FARA). The Ministry of Foreign Affairs for the Kingdom of Saudi Arabia agrees to provide BHFS the information needed to comply with FARA registration and reporting. FARA compliance costs will be passed on to you.

We bill for our services on a monthly basis. You agree to make payments within 30 days of your receipt of a statement. We reserve the right to suspend performing services and to promptly move to withdraw from the representation upon a failure to timely pay a bill.

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We also wish to emphasize that BHFS provides a wide array of legal and public policy 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 the engagement letter, we hereby ask you, as we do 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 your behalf. Your waiver will permit us to represent another client in advocating a change in law or policy areas such as, but not limited to, environmental or business regulation, international trade, telecommunications or taxation, even if the policy we advocate would or might have a direct or indirect adverse impact upon your interests.

The parties agree that the activities the firm will undertake pursuant to this agreement will not initially, taken together, require the firm to register as a lobbying firm on the client's behalf. If, notwithstanding this limitation, the firm determines that it must undertake such activities in order to meet the parties' objectives under this agreement, the firm will (a) notify the client in advance of undertaking such activities and (b) file a registration and file regular reports, pursuant to the Lobbying Disclosure Act, as legally required.

This agreement shall be governed by and construed in accordance with the substantive laws of the District of Columbia. Furthermore, this agreement shall be understood as having been drafted by both parties and constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties, superseding all prior and contemporaneous agreements, representations, and understandings of the parties. Finally this agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. This Agreement may be executed on electronic mail and facsimile counterparts. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

We are very pleased and privileged to work with you. Occasionally, we may provide lists of representative clients to various publications and may use your company name in marketing materials. Unless you instruct us to the contrary, you hereby consent that such use is acceptable.

Please indicate your agreement to the terms of this letter by executing the enclosed copy and returning it to me. We appreciate the opportunity to represent you.

Very truly yours,

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By

  
Alfred E. Mottur

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MINISTRY OF FOREIGN AFFAIRS FOR THE KINGDOM OF SAUDI ARABIA

By:   
H.E. Adel Al-Jubeir Minister of Foreign Affairs

ACCEPTED and AGREED TO this 25 day of September, 2016