

U.S. Department of Justice  
Washington, DC 20530

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

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by 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 this 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: <http://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: <http://www.fara.gov>.

**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, Counterespionage 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 and Address of Registrant The Camstoll Group 1112 Montana Ave. #904 Santa Monica, CA 90403	2. Registration No. 6144
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3. Name of Foreign Principal Outlook Energy Investments LLC (wholly owned by the Emirate of Abu Dhabi)	4. Principal Address of Foreign Principal P.O. Box 44442 Abu Dhabi, United Arab Emirates
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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  
Executive Affairs Authority, Emirate of Abu Dhabi
- b) Name and title of official with whom registrant deals  
Ali Al-Frayhat, General Counsel, Executive Affairs Authority

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

Formerly CRM-157

FORM NSD-3  
Revised 03/11

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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.

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"/> |

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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.)*

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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.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature	
December 10, 2012	Matthew Epstein, Managing Partner	/s/ Matthew Epstein	eSigned

U.S. Department of Justice

Washington, DC 20530

**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. Compliance is accomplished by filing an electronic Exhibit B form at <http://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: <http://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: <http://www.fara.gov>.

**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, Counterespionage 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  The Camstoll Group LLC	2. Registration No.  0144
3. Name of Foreign Principal  Outlook Energy Investments LLC	

Check Appropriate Box:

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.  
See attached contract.

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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.

Issues pertaining to illicit financial activity and developing and implementing strategies to combat illicit financial activity.

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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.

See response to question 8.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
December 10, 2012	Matthew Epstein, Managing Partner	/s/ Matthew Epstein eSigned

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.

**EXECUTION DOCUMENT**

**CONSULTANCY AGREEMENT**

**Dated December 2, 2012**

**Between**

**OUTLOOK ENERGY INVESTMENTS LLC  
as Client**

**and**

**THE CAMSTOLL GROUP LLC  
as Consultant**

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**THIS CONSULTANCY AGREEMENT** (the "**Agreement**") is made on December 2, 2012 **BETWEEN:**

- (1) **OUTLOOK ENERGY INVESTMENTS LLC** of PO Box 44442, Abu Dhabi, United Arab Emirates (the "**Client**"); and
- (2) **THE CAMSTOLL GROUP LLC** 1112 Montana Ave. #904, Santa Monica, CA 90403 (the "**Consultant**")

referred to individually as "**Party**" and together as "**Parties**".

**WHEREAS:**

- (A) The Consultant is engaged in the business of offering consultancy related services on finance, banking and regulatory issues and has considerable skill, knowledge and experience in that field to perform such services.
- (B) In reliance upon that skill, knowledge and experience, the Client wishes to engage the Consultant to provide certain services and the Consultant has agreed to accept the engagement on the following terms.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

- (1) In this Agreement except where the context otherwise requires, the following terms shall have the following meanings:

"**Appointment**" means the appointment of the Consultant in accordance with Clause 2.

"**Commencement Date**" is December 2, 2012.

"**Disclosure**" means any drawings, documents or other materials supplied to the Consultant (including but without prejudice to the generality of the foregoing, all readable or computer or other machine readable data, logic sheets, coding, listing and test data), know-how, commercially sensitive ideas or other information including but not limited to information relating to the Client's business affairs or finances and all such information relating to any entity, body or institution related to the Client.

"**Intellectual Property**" includes copyright, design rights, patents, patent applications and any rights to inventions, know-how, trade secrets, trade and business names, logos and devices, trade and service marks (whether registered or

unregistered) and any applications therefor and all rights in confidential information.

**"The Client Representative"** means the person named in Schedule 1 hereto or such other person as the Client may from time to time notify to the Consultant.

**"Services"** means the provision of services as set out in Schedule 1 hereto or as varied from time to time in accordance with the written agreement of all Parties.

- (2) The schedule attached hereto shall have effect as part of this Agreement.
- (3) Unless the context otherwise requires the singular shall include the plural and vice-versa and any words importing the masculine gender shall include the feminine also.

## 2. APPOINTMENT

The Client hereby appoints the Consultant to carry out the Services and the Consultant hereby accepts the appointment to carry out the Services, until termination of the Agreement in accordance with Clause 12.

## 3. TIME FOR PERFORMANCE

- (1) Any time for performance of the Services shall be as specified in Schedule 1 hereto and time shall be of the essence. If no time for performance of the Services is specified, the Consultant shall perform the Services within a reasonable time to be specified by the Client or, failing that, within a reasonable time.
- (2) If the Consultant fails to perform the Services within any reasonable time limits specified by the Client, or if there are no such time limits within a reasonable time, the Client shall have the right without prejudice to any other remedy it may have to:
  - (a) contract a third party to carry out the Services; and/or
  - (b) terminate the Agreement together with any other contract or agreement with the Consultant.

## 4. WARRANTIES OF THE CONSULTANT

The Consultant warrants and confirms to the Client that:

- (a) it will use its best endeavours to promote and protect the interests of the Client during the term of this Agreement;

- (b) it will not knowingly do or omit to do any act the doing of which or the omission of which would or might cause the Consultant to be in breach of this Agreement;
- (c) it will comply with the requirements specified in Schedule 1 and will provide the Services with the care, skill and diligence required in accordance with the best practice in the Consultant's industry, profession or trade;
- (d) it will, in carrying out the Services and providing any goods, materials, items or products, use its best efforts to ensure that the relevant requirements of any statute, statutory instrument, order, regulation or other legislation or code or practice known to it are complied with and the Consultant undertakes to take such legal advice as is necessary to ensure all such legislation and codes of practice are complied with;
- (e) it will attend such meetings as the Client may request and the Consultant further undertakes to prepare and submit any reports or supply any information relating to the Services as may be reasonably requested by the Client;
- (f) it will comply with the reasonable instructions of the Client which may be given from time to time;
- (g) it will keep reasonably detailed memoranda or records of all activities undertaken in connection with the provision of the Services and shall at the Client's request make them available for inspection and/or provide copies thereof to the Client; and
- (h) it will not knowingly accept any engagement or instructions, which would or might result in the creation of a conflict of interest in respect of the Services. In the event that the Consultant becomes aware of a potential conflict of interest, the Consultant shall notify the Client immediately. The Client shall determine whether any such conflict does or may arise. In the event that the Client determines that a conflict of interest may or does arise (whether or not following such notification by the Consultant) the Client shall notify the Consultant accordingly who shall upon receipt of such notification immediately cease to carry on any activity determined by the Client as likely to give rise to a potential conflict.

#### 5. EXPENSES

- (1) The Client shall be under no obligation to reimburse the Consultant for any expenses (including without limitation transport, hotel, meal, subsistence or administration expenses) incurred by the Consultant in the performance of the Services unless such expenses are reasonably foreseeable within the terms of the Consultancy, reasonable in amount, properly incurred in the performance of the Services, and properly documented.



- (2) Where the Client shall have authorised expenses, such expenses shall be payable in accordance with the terms set out in Schedule 1. Upon request of the Client, Consultant shall submit vouchers or receipts to support each claim for expenses and such claims will be approved or denied by an authorised signatory of the Client, in accordance with the terms of paragraph (5)(1) above.

#### 6. ACCESS

- (1) The Client shall use its best efforts to allow the Consultant such access to the Client's premises and to such other premises and property as is necessary to carry out the Services provided that the Client shall only be obliged to afford such access during its normal business hours and provided that the Consultant obtains all necessary permits or permissions. The Consultant shall comply with all relevant safety and security requirements and regulations for the premises and property concerned.
- (2) The Client reserves the right to refuse entry to or to require the Consultant to remove promptly personnel providing the Services or any part thereof if in the Client's opinion his or their performance is or has been unsatisfactory and the Consultant shall provide a suitably skilled and qualified substitute.

#### 7. LIABILITY AND INDEMNITY

- (1) The Consultant shall defend, hold harmless and indemnify the Client and its officers, directors, employees or agents for all losses, claims, costs, liabilities, damages and expenses whether direct, indirect, financial, economic, consequential (including without limitation loss of profit, loss of goodwill, loss of sales revenue, loss of opportunity and loss of contract) or otherwise suffered or incurred by the Client, its employees, directors, officers and agents arising from any wilful default, negligent or wrongful act or omission by the Consultant or its employees, agents or representatives and/or any breach by the Consultant of this Agreement. The Consultant agrees to compensate the Client (as the case may be) in full as and when any expenses are incurred. Notwithstanding the above, any liability for Consultant arising from the indemnity herein shall be limited to events and amounts covered and paid by Consultant's insurance.
- (2) The Consultant shall undertake best efforts to maintain a policy or policies of insurance (including without limitation professional indemnity insurance) and the Consultant shall ensure that the minimum cover under the policy or policies is USD \$3,000,000 per accident or occurrence.
- (3) The Consultant shall allow the Client to inspect such policy or policies of insurance and shall provide copies of the same at the Client's request together with copies of renewals and evidence that all premiums due have been paid. However, neither inspection nor receipt of such copies shall constitute acceptance by the Client of the terms thereof nor waiver of the Consultant's responsibility hereunder.

- (4) It shall be the Consultant's responsibility to ensure that any agent or sub-contractor engaged by it effects and maintains all insurances required by law and all such other insurances as the Consultant may consider necessary. Any deficiencies in the cover or policy limits of insurances of such agents or sub-contractors shall be the sole responsibility of the Consultant, to the extent such deficiencies are covered and paid by Consultant's insurance.

#### 8. THE CLIENT'S REPRESENTATIVE

The Consultant shall address all requests, recommendations and information relating to the Services and this Agreement to the the Client Representative.

#### 9. CONFIDENTIALITY

(1) The Consultant:

- (a) acknowledges that all the Disclosure is given in confidence;
- (b) acknowledges that all the Disclosure shall remain the property of the Client at all times;
- (c) undertakes to keep secret and confidential all and every part of the Disclosure, even after the termination of this Agreement, unless (i) otherwise required by law or a court order, (ii) the Disclosure exists in the public domain, (iii) such information was in Consultant's or its contractors' possession at the time of Disclosure by Client, or (iv) such information is or becomes available from a third party other than as a result of any wrongful disclosure by Consultant;
- (d) undertakes to keep in a safe, secure and confidential place any documents and materials supplied to the Consultant and not to make use of or permit others to make use of the Disclosure or any part of it except where it is necessary in order for a person to provide the Services or is authorised by the Client in writing, and the Consultant shall ensure such persons enter into a confidentiality undertaking in similar terms hereto;
- (e) to the extent that the Disclosure is no longer required to enable performance of the Services the Consultant shall return the Disclosure together with all copies, notes and transcriptions thereof to the Client forthwith upon demand but in any event shall return the Disclosure and all copies, notes and transcriptions of the same upon the termination of this Agreement; and
- (f) acknowledges that it shall not acquire rights in any Intellectual Property in all or any part of the Disclosure.

(2) The Consultant shall procure that any person including without limitation employees of the Consultant to whom all or part of the Disclosure is divulged shall enter into a confidentiality undertaking in similar terms hereto.

- (3) Notwithstanding the above, all Confidentiality provisions shall be implemented in accordance with all U.S. laws and regulations applicable to Consultant. The Client acknowledges and agrees that the Consultant shall register with the U.S. Department of Justice under the Foreign Agents Registration Act (the "Act") if the Consultant concludes, in its sole discretion, that such registration is required by law. The Client acknowledges and agrees that the requirements of the Act and its implementing regulations shall supersede any contrary provisions of this Consultancy Agreement, including this Section 9. The Client acknowledges that registration and reporting under the Act will require the public disclosure of certain information concerning this Consultancy, including this Consultancy Agreement, its Schedule 1, and periodic disclosure of activities undertaken by the Consultant.

#### 10. INTELLECTUAL PROPERTY

- (1) The Consultant agrees that all final information products (including, for example, but not limited to reports, memoranda, strategic reviews, and analytic and advisory documents) (the "**Documents**") created for the Client pursuant to this Consultancy Agreement, shall be the exclusive property of the Client. Subject to Section (9) above, Consultant is permitted to retain internal copies of all preparatory and final materials created for or on behalf of client. Notwithstanding Client's exclusive rights to final information products, Consultant shall maintain full ownership rights over any information processes (including, for example, but not limited to, database information and infrastructure, software tools, and analytic practices) created or utilized pursuant to this Consultancy Agreement.
- (2) The Consultant warrants and represents that any Documents produced by or for the Consultant pursuant to this Agreement will not knowingly infringe rights in Intellectual Property owned by a third party whether by reason of the use or exploitation of any such Documents or otherwise.

#### 11. PRICE AND PAYMENT

- (1) The price payable for the Services shall be as specified in and payable in accordance with Schedule 1 hereto and subject to Clause 5 shall be inclusive of all other charges. Where Services are to be charged on the basis of an hourly rate, the Consultant warrants that it shall only claim for time properly and reasonably spent in the provision of the Services.
- (2) The Consultant shall be entitled to render invoices in accordance with Schedule 1 and payment of any sums due shall be made within 30 days from the date the Client receives the Consultant's invoice and any other appropriate documentation provided that the invoice is correctly addressed. All invoices must be sent to the invoice address specified in Schedule 1.
- (3) Payment by the Client shall be without prejudice to any claims or rights which the Client may have against the Consultant and shall not constitute any acceptance by the Client of the performance by the Consultant of its obligations hereunder.

## 12. TERMINATION

- (1) This Agreement shall come into force on the Commencement Date and, subject to earlier termination pursuant to clause 12.2 below, shall continue in force for a period of twelve (12) months from that date, unless extend for another period or periods by the written agreement of the Parties.
- (2) The Client or Consultant may terminate this Agreement at any time, at their absolute and sole respective discretion, upon written notice to the other party.
- (3) The Client shall have the right to terminate this Agreement forthwith upon notice if the Consultant:-
  - (a) breaches any terms or conditions of this Agreement which is not capable of remedy or, in the case of a breach which is capable of remedy, if the Consultant fails to take all reasonable steps to remedy the breach within 30 days of notice by the Client specifying the breach to be remedied, save that where the Consultant commits a breach of this Agreement which is capable of remedy on more than two occasions in any six month period the Client shall be entitled to terminate the Agreement forthwith notwithstanding that the Consultant has taken steps to remedy the breach on previous occasions; or
  - (b) if the Consultant shall enter into liquidation (or any like or analogous process) whether compulsory or voluntary or if it compounds with its creditors or has a receiver, administrative receiver, manager or administrator appointed over all or any of its assets (or any like or analogous process) or is unable to pay its debts within the ordinary course of business.
- (4) Termination of this Agreement shall be without prejudice to the accrued rights of the Client or the Consultant prior to the date of termination except that in the event of termination of this Agreement, the Client shall not be liable to the Consultant for any loss, claims, damages, fees, liabilities, costs or expenses (whether direct, indirect, economic, financial, consequential (including without limitation loss of profit, loss of goodwill, loss of sales revenue, loss of contract and loss of opportunity) or otherwise) suffered by the Consultant other than where the Agreement is terminated pursuant to subclause (2), then the Client shall pay the Consultant the proportion of the price payable for the Services as relates to the work properly and reasonably carried out on the Services prior to termination.
- (5) Upon termination, if Client has paid in advance for Services to be rendered pursuant to this Consultancy Agreement, Client shall be entitled to a refund of all unspent monies paid to, and held by or recoverable by Consultant. However, if such termination occurs within the first twelve months of this Consultancy Agreement, Consultant is entitled to retain monies equal to three months of aggregate monthly salaries plus benefits for all current employees of the Consultant.

## 13. ASSIGNMENT AND SUB-CONTRACTING

- (1) The Consultant shall not, without the prior written consent of the Client, in any way dispose of its rights and obligations under this Agreement for the provision of all or any part of the Services. If the Consultant appoints an agent, sub-contractor or other person to perform any of the Services, it shall warrant that such person is fully experienced and properly qualified, equipped, organized and financed to undertake the work concerned. Further, if the Consultant sub-contracts any of the obligations or Services it has contracted to provide it shall remain liable to the Client for the performance of all its obligations. In addition, the Consultant will actively supervise its sub-contractors and agents and shall procure that any person including agent, subcontractor or other person to whom all or part of the Disclosure is divulged shall enter into a confidentiality undertaking in similar terms specified in this Agreement.
- (2) The Client shall be free to assign any part of its rights or obligations under this Agreement without the consent of the Consultant only to an entity related to the Consultant.

#### 14. NOTICES

Any notice required to be given by one Party hereto to the other shall be in writing and shall be served by sending the same by courier, email or facsimile or by delivering the same by hand to the address of the Party as set out on page one of this Agreement or such other address as a Party may from time to time notify to the other Party, and any notice so served shall be deemed to have been served when delivered by hand at the time of such delivery and when sent by courier 72 hours after the time of despatch and in proving the service of the same it shall be sufficient to prove, in the case of a letter, that such letter was properly delivered and, in the case of an email or facsimile that the same was duly despatched to a current email address or facsimile number of the addressee at the relevant address for service.

#### 15. WAIVER

No waiver or forbearance by the Client or Consultant in enforcing any of their respective rights hereunder shall prejudice or affect the ability of the Client or Consultant to enforce such rights or any of their other respective rights hereunder at any time in the future. No waiver shall be effective unless in writing and signed by the Client or Consultant. For the avoidance of doubt it is agreed that a waiver of a right on one occasion shall not constitute a waiver of the same right in the future.

#### 16. HEADINGS

The headings used herein are for convenience only and shall not be used for the purposes of construction or interpretation.

**17. WHOLE AGREEMENT**

This Agreement (together with any documents referred to herein) constitutes the whole agreement between the Parties hereto relating to its subject matter.

**18. SEVERANCE**

Any provision of this Agreement which is declared void or unenforceable by any competent authority or court shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect the other provisions of this Agreement which shall continue unaffected.

**19. ANNOUNCEMENTS AND ADVERTISING**

- (1) The Consultant undertakes that neither it nor any of its servants or agents shall without the prior written consent of the Client, which may be withheld by the Client in its absolute discretion, permit or authorize the making of any reference to the Agreement or to the Services or to the Client, any entities associated or related to the Client and any of their businesses and operations, in any medium whatsoever including without limitation any reports, letters, emails, leaflets, brochures, publications, journals, newspapers or in any radio or television broadcasts, except as may be required by law.
- (2) Any request by the Consultant to make any such reference shall be made in writing to the the Client Representative at the address set out in Schedule 1 hereto and shall be accompanied by a copy of all announcements, photographs and other documentation whatsoever and details of the time and medium for advertment or announcement together with such other information or documentation as the Client may request.

**20. NON-SOLICITATION AND EXCLUSIVITY**

- (1) The Consultant warrants that it shall not during and for a period of two (2) years from the termination of this Agreement, either, on its own account or in conjunction with or on behalf of any other person, firm or company, solicit or entice away from the Client any employee of the Client whether or not such person would commit a breach of contract by reason of leaving service. In the event Client does so solicit and employ or engage any person so employed by the Consultant, Client shall pay the Consultant a fee equal to one third of such employee's basic salary.
- (2) Since during the provision of the Services the Consultant may come into possession of the Disclosure or part of it, the Consultant warrants that for the duration of this Agreement except following written disclosure to the Client, the Consultant shall not and shall procure that its agents, sub-contractors and servants shall not whether as a Consultant, principal, partner, director, employee or otherwise directly or indirectly provide or procure the provision of any

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consultancy services nor carry out or procure the carrying out of any other business, activity, work or services to any other party in the UAE, unless the consultancy services or other business activity, work or services are unrelated to the Disclosure and the Services provided under this Consultancy Agreement.

**21. RELATIONSHIP OF THE PARTIES**

Nothing herein contained shall be construed or have effect as constituting any relationship of employer and employee between the Client and the Consultant.

**22. VARIATIONS**

No variations or alterations to this Agreement shall be effective unless made in writing and duly signed by the authorized representatives of the Consultant and the Client.

**23. WAIVER OF MORAL RIGHTS**

The Consultant hereby irrevocably waives any rights it may have to be identified as the author of any copyright work produced pursuant to this Agreement under any applicable law. The Consultant undertakes to ensure that agents and sub-contractors shall not acquire any right to be identified as the authors of any copyright work.

**24. SURVIVAL**

The provisions of clauses 7, 9, 10, 19, 20, 23, subclause 11(1) and paragraph 3(2)(a) shall continue to apply notwithstanding termination of this Agreement.


**25. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the United Arab Emirates as applicable in the Emirate of Abu Dhabi and the Parties submit to the exclusive jurisdiction of the Courts of Abu Dhabi.

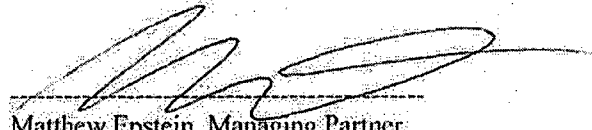
AS WITNESS the hands of the Parties or their duly authorised representatives on the date first before written.

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For and on behalf of  
**OUTLOOK ENERGY INVESTMENTS LLC**



Matthew Epstein, Managing Partner  
For and on behalf of  
**THE CAMSTOLL GROUP LLC**

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**SCHEDULE 1 : THE SERVICES**

**The Services:** issues pertaining to illicit financial networks, and developing and implementing strategies to combat illicit financial activity

**The Fee:** monthly consulting fee not to exceed United States Dollars 400,000 per month. Payments shall be made via wire transfer to: Camstoll Group at City National Bank in Los Angeles, CA, USA.

**The Expenses:** to be submitted monthly, or as otherwise requested by Client.

**Time for rendering invoices:** Monthly

**Invoice Address:** PO Box 44442  
Abu Dhabi  
United Arab Emirates  
Fax No: 00971 2 4991853  
For the attention of Ali Al-Frayhat

**The Client Representative:** Ali Al-Frayhat

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