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

King Abdullah City for Atomic and Renewable Energy
Kingdom of Saudi Arabia
Riyadh, Saudi Arabia

Re: **Combined Agreement for Legal Services**

Dear Sirs:

We are pleased that the Ministry of Energy, Industry, and Mineral Resources of the Kingdom of Saudi Arabia ("MEIM") and the King Abdullah City for Atomic and Renewable Energy ("K.A.CARE") (collectively, "you") will engage Pillsbury Winthrop Shaw Pittman LLP (the "firm" or "us") as legal counsel. The purpose of this letter is to provide the terms and conditions of our joint representation of the two entities. This engagement letter replaces and supersedes the engagement agreement email chain between MEIM, David Kultgen, and the firm dated February 17, 2018, and is deemed effective for K.A.CARE as of February 17, 2018.

1. **Scope of Engagement.** The firm will advise you in connection with an agreement with the United States Government under Section 123 of the Atomic Energy Act of 1954 ("123 Agreement") and related agreements, as well as Congressional review of the 123 Agreement. We will also advise you regarding U.S. laws and regulations concerning export controls and non-proliferation of civilian nuclear materials, and other matters upon request.

2. **Identity of the Client.** The firm's joint clients in this matter will be MEIM and K.A.CARE. You understand that we will not be representing any of your affiliated or constituent agencies, individuals or entities, including any particular government officials or employees.

3. **Conflicts of Interest.** As you know, Pillsbury represents many different clients with diverse interests including numerous domestic and overseas clients directly or

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indirectly involved in the nuclear industry. During the time we are representing you, some of our present or future clients may have disputes or transactions with you or with other agencies, entities or persons within the Kingdom of Saudi Arabia. The firm will not accept an engagement for another client that is substantially related and adverse to its engagements for you without your prior consent.

If the firm accepts an unrelated engagement adverse to you, whether involving advice, a transaction, litigation, arbitration, or otherwise, the firm will only do so if it has concluded that it can represent you and the other client's interests without a diminution in its vigor on behalf of either client, and the firm will take appropriate steps to protect all confidential information provided by and to each client, in order to avoid the risks of diminished loyalty or compromised confidences.

You agree that, on these terms, the firm may continue or undertake in the future to represent existing or new clients in any matter that is not substantially related to the firm's work for you even if the interests of such clients in those other matters are directly adverse to yours. The firm seeks similar agreements from many other clients to preserve the firm's ability to represent you. The firm recommends that you seek the advice of counsel independent of the firm on the consequences of giving this consent.

You agree that the firm's representation of you in this matter does not give rise to an attorney-client relationship between the firm and any related agencies, entities or individuals.

4. Joint Representation

Both MEIM and K.A.CARE acknowledge that the Firm has also been asked to represent the other as a joint client. Therefore, this representation qualifies as a multiple party representation under our ethics rules. Whenever we represent multiple parties, our ethics rules require us to address the existence of any potential or actual conflicts of interests arising from the representation. We do not believe that the representation of MEIM and K.A.CARE as joint clients involves an actual conflict of interest. If you become aware of an actual conflict of interest, please let us know quickly.

Even though at present there may be no actual conflict, such conflicts could potentially arise in the future. Differences in your respective interests and objectives could make one approach to our responsibilities more favorable to one of you than to the others, or could theoretically lead to disputes between you. A joint representation also has implications for confidentiality and the attorney-client privilege. As for the attorney-client privilege, the prevailing rule in the United States is that as between commonly represented clients, the privilege does not attach. Hence, should any future dispute between MEIM and K.A.CARE concerning the matter on which you have engaged us

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to represent you lead to litigation, the privilege may not protect communications that were commonly shared. As to confidentiality, neither MEIM nor K.A.CARE should have any expectation that information provided to us in connection with this engagement will be kept confidential from the others. Because we will have the same duty of loyalty to MEIM and K.A.CARE, such information will be shared and we might have to withdraw if either MEIM or K.A.CARE decides that some matter material to the representation should be kept from the other.

In the event a material dispute arises between MEIM and K.A.CARE regarding our representation, we will not be able to represent either MEIM or K.A.CARE in connection with that dispute and, if MEIM and K.A.CARE are unable to resolve the dispute promptly, we likely will have to withdraw from representing both MEIM and K.A.CARE as to the representation that is the subject of this letter.

5. Termination or Withdrawal.

You may terminate this representation at any time, with or without cause, by providing written notice to us. We have the right to withdraw from representation of you subject to applicable rules of professional conduct. Before withdrawing, we will discuss with you any steps necessary to protect your interests in any ongoing matter, including transfer to other legal counsel. The termination or withdrawal of this engagement will not affect your responsibility to pay for services rendered and charges incurred on your behalf.

6. Internal Communications. There may be instances where our lawyers and staff find it useful to communicate about their professional obligations with inside or outside counsel for our firm. For example, we may need to determine if a new representation of another client would present a conflict of interest because of our work for you and, if so, the form of waiver required. Another example is where a dispute occurs between you and our firm. You agree that if our lawyers or staff have communications with our inside or outside legal counsel about our work for you, we have your consent to do so, and such communications will be deemed confidential and protected by our firm's attorney-client privilege. Our representation of you shall not waive such privilege and you agree that we will not be obligated to disclose such privileged communications.

7. Fees and Expenses. Our fees will initially be based on a "blended" rate of \$890/hr. for all attorneys working on the project. Our billing rates are subject to change from time to time. The firm's statements will include separate charges for expenses in performing its services, such as photocopying, messenger and delivery service, computerized research, approved travel, and long-distance telephone and telecopy. Statements normally will be rendered monthly for work performed and expenses posted the previous month. Payment is due promptly upon receipt of the firm's statement. If

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any statement remains unpaid for more than 90 days, you agree that the firm may cease performing services for you or withdraw from the engagement unless arrangements satisfactory to the firm are made for payment of outstanding statements and future fees and expenses. You understand that estimates and budgets are uncertain and are not guarantees, unless otherwise agreed. You agree that payment of the firm's fees and costs is not contingent on the ultimate outcome of the matter. MEIM and K.A.CARE agree that 100 percent of the Fees for the entire joint representation will be invoiced and paid by K.A.CARE.

8. Additional Engagements. If you request and we agree that our firm represent you on an additional matters, or that we represent any other agency, entity or person, we will do so on the terms and conditions set forth in this letter, unless otherwise mutually agreed in writing.

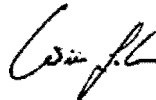
9. Review and execution. Please review this letter carefully and let us know if you have any questions. If these terms are acceptable, please sign and return the enclosed copy, keeping a copy for your files.

We are pleased to have this opportunity to be of service and we look forward to working with you on the engagement.

Very truly yours,



Jeffrey S. Merrifield
Partner



William E. Fork
Senior Lawyer

Accepted and agreed to:

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

By: 

Its: Minister, Khalid Al-Falih

Dated: 1/22/2019

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King Abdullah City for Atomic and Renewable Energy

By: President KACARE

Its: [Signature]

Dated: 1/2/2019