
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 2)*

National Energy Services Reunited Corp.

(Name of Issuer)

Ordinary Shares, no par value

(Title of Class of Securities)

G6375R107

(CUSIP Number)

Olayan Saudi Holding Company
P.O. Box 8772, Olayan Center, Ahsaa Street, Riyadh, Saudi Arabia 11492

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

October 31, 2024

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a Reporting Person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. G6375R107

1	Names of Reporting Persons. Olayan Financing Company	
2	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) AF	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Saudi Arabia	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 17,025,258 Ordinary Shares 1,500,000 Ordinary Shares issuable upon exercise of Warrants
	8	Shared Voting Power 0
	9	Sole Dispositive Power 17,025,258 Ordinary Shares 1,500,000 Ordinary Shares issuable upon exercise of Warrants
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 17,025,258 Ordinary Shares 1,500,000 Ordinary Shares issuable upon exercise of Warrants	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 19.1%*	
14	Type of Reporting Person (See Instructions) OO	

* Percentage based on a total of 95,408,453 Ordinary Shares issued and outstanding as of June 30, 2024, as reported by the Issuer in its Report on Form 6-K filed with the Securities and Exchange Commission on August 29, 2024, together with 1,500,000 Ordinary Shares issuable upon exercise of Warrants held by Olayan Financing Company (“OFC”).

CUSIP No. G6375R107

1	Names of Reporting Persons. Olayan Saudi Holding Company	
2	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) WC	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Saudi Arabia	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0*
	8	Shared Voting Power 0
	9	Sole Dispositive Power 0*
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 0*	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 0%*	
14	Type of Reporting Person (See Instructions) OO	

* Effective October 31, 2024, pursuant to the Securities Transfer Agreement described in Item 6 of this Amendment No. 2, Olayan Saudi Holding Company (“OSHCO”) transferred all Ordinary Shares and Warrants of the Issuer held by OSHCO to OFC. Accordingly, OSHCO no longer has beneficial ownership of any Ordinary Shares or Warrants of the Issuer. This Amendment No. 2 constitutes an exit filing for OSHCO.

Item 1. Security and Issuer

Item 1 of the Existing Schedule 13D is hereby supplemented as follows:

This Amendment No. 2 to the statement on Schedule 13D (“Amendment No. 2”) amends the statement on Schedule 13D originally filed on May 29, 2018, as amended by Amendment No. 1 to the statement on Schedule 13D filed on June 13, 2018 (as so amended, the “Existing Schedule 13D”). Capitalized terms used and not defined in this Amendment No. 2 have the meanings ascribed in the Existing Schedule 13D. The name, business address, present principal occupation and citizenship of each manager of OFC is set forth on Schedule I attached hereto.

Item 4. Purpose of Transaction

Item 4 of the Existing Schedule 13D is hereby supplemented as follows:

Effective October 31, 2024, pursuant to the Securities Transfer Agreement described in Item 6 of this Amendment No. 2, OSHCO transferred all Ordinary Shares and Warrants of the Issuer held by OSHCO to OFC. Prior to the transfer, these Ordinary Shares or Warrants of the Issuer were already considered to be beneficially owned by OFC due to OFC’s relationship to OSHCO. Following the transfer, OSHCO no longer has beneficial ownership of any Ordinary Shares or Warrants of the Issuer. This Amendment No. 2 constitutes an exit filing for OSHCO.

Item 5. Interest in Securities of the Issuer

Item 5 of the Existing Schedule 13D is hereby amended and restated as follows.

The responses of the Reporting Persons to Rows (11) through (13) of the cover pages of this Amendment No. 2 are incorporated herein by reference.

(a) The reported percentage of the class beneficially owned by OFC is based on a total of 95,408,453 Ordinary Shares issued and outstanding as of June 30, 2024, as reported by the Issuer in its Report on Form 6-K filed with the Securities and Exchange Commission on August 29, 2024, together with 1,500,000 Ordinary Shares issuable upon exercise of Warrants held by OFC.

As of the date of this Amendment No. 2, OFC beneficially owns 17,025,258 Ordinary Shares, together with Warrants that are exercisable for 1,500,000 additional Ordinary Shares.

As of the date of this Amendment No. 2, OSHCO no longer has beneficial ownership of any Ordinary Shares or Warrants.

(b) OFC has the sole power to vote or direct the vote and to dispose or to direct the disposition of the Ordinary Shares and Warrants that are the subject of this Statement.

(c) Effective October 31, 2024, pursuant to the Securities Transfer Agreement described in Item 6 of this Amendment No. 2, OSHCO transferred all Ordinary Shares and Warrants of the Issuer held by OSHCO to OFC. Accordingly, OSHCO no longer has beneficial ownership of any Ordinary Shares or Warrants of the Issuer. This Amendment No. 2 constitutes an exit filing for OSHCO.

(d) To the knowledge of the Reporting Persons, no person other than the Reporting Persons have the right to receive or the power to direct the receipt of dividends from, or proceeds from the sale of, the Ordinary Shares or Warrants that are the subject of this Statement.

(e) Effective October 31, 2024, pursuant to the Securities Transfer Agreement described in Item 6 of this Amendment No. 2, OSHCO transferred all Ordinary Shares and Warrants of the Issuer held by OSHCO to OFC. Accordingly, OSHCO no longer has beneficial ownership of any Ordinary Shares or Warrants of the Issuer. This Amendment No. 2 constitutes an exit filing for OSHCO.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 of the Existing Schedule 13D is hereby supplemented as follows:

Securities Transfer Agreement

On October 31, 2024, OSHCO and OFC entered into a Securities Transfer Agreement (the “[Securities Transfer Agreement](#)”), substantially in the form attached as [Exhibit A](#) to this Amendment No. 2. Pursuant to the Securities Transfer Agreement, effective October 31, 2024, OSHCO transferred to OFC the ownership of 17,025,258 Ordinary Shares, together with Warrants that are exercisable for 1,500,000 additional Ordinary Shares. Prior to such transfer, the Issuer’s repayment obligation under the Loan Agreement had been satisfied in cash, resulting in a decrease in OSHCO’s beneficial ownership by 4,446,816 Ordinary Shares, and the Issuer paid interest under the Loan Agreement in stock, resulting in an increase in OSHCO’s beneficial ownership by 418,001 Ordinary Shares. As a result of OFC’s control of OSHCO, OFC was prior to such transfer, already deemed to be the beneficial owner of the Ordinary Shares and Warrants beneficially owned by OSHCO, and accordingly such transfer did not result in an increase in the number of Ordinary Shares and Warrants that OFC beneficially owns or is deemed to beneficially own. The description of the Securities Transfer Agreement does not purport to be a complete description and is qualified in its entirety by reference to the full text of the Securities Transfer Agreement, which is filed as a part of this Amendment No. 2 and is incorporated by reference herein.

Second Addendum to Nominee Agreement

Pursuant to the Second Addendum (the “[Second Addendum](#)”), dated October 31, 2024, to the Nominee Agreement, dated May 9, 2018, between Hana Investments, OSHCO, and OFC, substantially in the form attached as [Exhibit B](#) to this Amendment No. 2, Hana Investments agreed to act as OFC’s nominee with respect to the Relationship Agreement, the Loan Agreement, and the Registration Rights Agreement, including any beneficial ownership of the Issuer’s Ordinary Shares thereunder. The description of the Second Addendum does not purport to be a complete description and is qualified in its entirety by reference to the full text of the Second Addendum, which is filed as a part of this Amendment No. 2 and is incorporated by reference herein.

Item 7. Material to Be Filed as Exhibits

Item 7 of the Existing Schedule 13D is hereby supplemented as follows:

Exhibit	Description
A.	Securities Transfer Agreement
B.	Second Addendum to Nominee Agreement
C.	Joint Filing Agreement, dated as of May 29, 2018, by OFC and OSHCO (incorporated by reference in this Amendment No. 2, as previously filed as Exhibit F with the initial Schedule 13D filed on May 29, 2018)

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: November 4, 2024

OLAYAN FINANCING COMPANY

By: /s/ Saleh A AlOnzi
Name: Saleh A AlOnzi
Title: Authorized Legal Representative

OLAYAN SAUDI HOLDING COMPANY

By: /s/ Riham Al Kassim
Name: Riham Al Kassim
Title: Authorized Legal Representative

SCHEDULE I

The names and present principal occupations of each of the managers of Olayan Financing Company are set forth below. Each of these persons is a Saudi Arabian citizen and has a business address of P.O. Box 8772, Riyadh, 11492, Saudi Arabia. During the past five years, (i) none of these persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), and (ii) none of these persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

<u>Name</u>	<u>Position with Olayan Financing Company.</u>	<u>Principal Occupation</u>
Khaled S. Olayan	Manager	Manager Olayan Financing Company
Lubna S. Olayan	Manager	Manager Olayan Financing Company

SECURITIES TRANSFER AGREEMENT

This SECURITIES TRANSFER AGREEMENT (the “Agreement”) is made and entered into effective as of October 31, 2024 (the “Effective Date”) by and among Olayan Saudi Holding Company, a company formed and existing under the laws of the Kingdom of Saudi Arabian (“Seller”), Olayan Financing Company, a company formed and existing under the laws of the Kingdom of Saudi Arabia (“Buyer”), and Seller and Buyer are collectively referred to as the “Parties,” and each individually as a “Party”.

Recitals

WHEREAS, Seller is a majority owned subsidiary of Buyer;

WHEREAS, Seller is the owner of (i) 17,025,258 ordinary shares, no par value (such ordinary shares, generally, the “Ordinary Shares” and the foregoing owned Ordinary Shares, the “Seller Shares”), in National Energy Services Reunited Corp., a corporation formed and existing under the laws of the British Virgin Islands with principal offices located at 777 Post Oak Blvd., Suite 800, Houston, Texas 77056 (the “Company”), and (ii) 3,000,000 warrants of the Company each entitling holder to purchase one-half of one Ordinary Share at a price of \$5.75 per half share (the “Warrants,” and together with the Seller Shares, the “Securities”), equaling a total 1,500,000 Ordinary Shares issuable upon exercise of the Warrants; and

WHEREAS, Seller desires to sell, transfer and assign to Buyer, and Buyer desires to purchase, acquire and accept, all of Seller’s right, title and interest in and to the Securities (the “Transfer”), with effect as of the Effective Date, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1 Transfer

1.1 Transfer. Seller hereby sells, transfers and assigns to Buyer, and Buyer hereby purchases, acquires and accepts from Seller, all of Seller’s right, title and interest in and to the Securities with effect as of the Effective Date.

1.2 Price. In consideration for the sale, transfer and assignment of the Securities, Buyer shall pay to Seller the amount set forth in EXHIBIT A attached hereto (the “Purchase Price”), which constitutes Seller’s net book value of the Securities as of the Effective Date.

1.3 Payment. Buyer shall pay the Purchase Price to Seller by wire transfer of immediately available funds in United State dollars to the account designated by Seller on EXHIBIT B within five (5) business days (a day other than a Friday, Saturday, or public holiday, on which commercial banks are open for non-automated commercial business in the Kingdom of Saudi Arabia) of the Effective Date.

Section 2 Representations and Warranties

2.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer, as of the Effective Date, as follows:

a) Organization and Qualification. Seller has been duly organized and is validly existing in good standing under the Laws of its jurisdiction of organization.

- b) Authority. Seller has the requisite power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and consummate the transactions contemplated hereby. Seller has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Agreement.
- c) Encumbrances. Seller is the owner of the Securities and is absolutely entitled to all of their rights and benefits. The Securities, when such Securities are sold, transferred and assigned against payment therefor in accordance with the terms hereof, will be sold, transferred and assigned free and clear of all taxes, liens, encumbrances, preemptive rights, rights of first refusal, subscription and similar rights.
- d) Execution and Delivery; Enforceability. This Agreement has been duly and validly executed and delivered by Seller, and constitutes, if duly and validly executed by the counterparties hereto, the valid and binding obligation of Seller, enforceable against the Seller in accordance with its terms subject to (i) bankruptcy, insolvency, moratorium and other similar Laws now or hereafter in effect relating to or affecting creditors' rights generally, and (ii) general principles of equity (regardless of whether considered in a proceeding at Law or in equity).

2.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller, as of the Effective Date, as follows:

- a) Authority. Buyer has the requisite power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and consummate the transactions contemplated hereby. Buyer has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Agreement.
- b) Execution and Delivery; Enforceability. This Agreement has been duly and validly executed and delivered by Buyer, and constitutes, if duly and validly executed by the counterparties hereto, the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms subject to (i) bankruptcy, insolvency, moratorium and other similar Laws now or hereafter in effect relating to or affecting creditors' rights generally, and (ii) general principles of equity (regardless of whether considered in a proceeding at Law or in equity).

Section 3 Miscellaneous

3.1 Beneficial Ownership. It is the intention of the Parties that the sale of the Securities shall be effective as of the Effective Date, from and after which date Buyer shall be the beneficial owner of the Securities for all purposes and to the extent that registered ownership of the Securities is not transferred to Buyer as of the Effective Date, Seller shall hold the Securities as nominee or trustee for the benefit of Buyer until the Securities have been formally registered in the name of Buyer. It is the intention of the Parties that all the benefits and burdens of ownership of the Securities shall transfer to Buyer on the Effective Date. To the extent that the transfer of ownership of the Securities to Buyer is not completed on the Effective Date or would be contrary to applicable Law, the Parties will use their best efforts to provide to, or cause to be provided to, Buyer, to the extent permitted by Law, the rights and benefits associated with the ownership of the Securities and to take such other actions as may reasonably be requested by Buyer in order to place Buyer, insofar as reasonably possible, in the same position as if Buyer were the holder of the Shares. Without limiting the foregoing and in connection therewith, from and after the Effective Date, Buyer will have the right to:

- a) direct Seller to deliver all dividends or distributions (repayment or return of capital, liquidating, or otherwise) associated with the Securities;

- b) direct Seller to sell, transfer or encumber the Securities, and receive the proceeds therefrom, including any of the rights or privileges associated with the Securities; and
- c) direct Seller to vote the Securities.

3.2 Further Assurances. Each Party shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in and otherwise give effect to this Agreement.

3.3 Governing Law. The laws of Saudi Arabia shall govern the construction, validity, interpretation and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement.

3.4 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable. The Parties shall then use all reasonable endeavors to replace the invalid or unenforceable provision(s) by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

3.5 Entire Agreement. This Agreement, including the exhibits hereto, constitutes the final agreement between the Parties, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. Notwithstanding the foregoing, the Parties contemplate that they may desire to enter into or execute transfer instruments of various kinds consistent with, but in some cases duplicative of, this Agreement in order to effect the transfer of the Securities and to facilitate the registration (if required) of such transfer with local governmental authorities having jurisdiction over the Company.

3.6 Counterparts. The Parties may execute this Agreement in counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

3.7 Headings. The captions, titles and headings included in this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation. When a reference is made in this Agreement to a Section, such reference will be to a section of this Agreement unless otherwise indicated.

3.8 Amendments. This Agreement may not be amended, supplemented or otherwise modified except by a written instrument executed by each of the Parties hereto.

3.9 Certain Definitions. For purposes of this Agreement:

- a) "beneficially" and "beneficial" (and any cognates thereof) have the correspondent meaning set forth in Rule 13d-3 under the Securities Exchange Act of 1934, as amended.
- b) "Law" means any federal, national, supranational, state, provincial, local or administrative statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law).

(Signature page follows)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the Effective Date.

OLAYAN SAUDI HOLDING COMPANY

By: _____
Name:
Title:

(Signature page to Securities Transfer Agreement)

OLAYAN FINANCING COMPANY

By: _____

Name:

Title:

(Signature page to Securities Transfer Agreement)

EXHIBIT A

Purchase Price

The Purchase Price for the Securities is United States dollars 177,802,667.

EXHIBIT B

Seller's Account Information

For the sale of 14,025,258 Ordinary Shares held through the transfer agent, []:

Account Name: []
Commercial Registration No.: []
Account Number : []
IBAN: []
Bank Name: []
SWIFT Code: []

For the sale of 3,000,000 Ordinary Shares and 3,000,000 Warrants held through []:

Account Name:	[]
Ordering Party Account:	[]
Debit account name:	[]
Debit cash account number:	[]

SECOND ADDENDUM TO THE NOMINEE AGREEMENT

This SECOND ADDENDUM TO THE NOMINEE AGREEMENT (this “Agreement”) is made and entered into on October 31, 2024 (the “Effective Date”) by and among Olayan Saudi Holding Company, a company existing under the laws of the Kingdom of Saudi Arabia (“Assignor”), Olayan Financing Company, a company existing under the laws of the Kingdom of Saudi Arabia (“Assignee”), and Hana Investments Co. WLL, a company existing under the laws of the Kingdom of Bahrain (“Nominee”). Each of Assignor, Assignee and Nominee are collectively referred to as the “Parties,” and each individually as a “Party”.

RECITALS

WHEREAS, the Assignor and Nominee signed a Nominee Agreement on May 9, 2018, as amended by an addendum dated June 8, 2018 (the “Nominee Agreement”);

WHEREAS, each of the Parties hereto desires to amend the Nominee Agreement as set forth herein, and desires that the Nominee Agreement shall remain in full force and effect, except as expressly set forth in this Agreement;

WHEREAS, the Parties have entered into a Securities Transfer Agreement, dated as of October 31, 2024 (the “Transfer Agreement”), pursuant to which Assignor agreed, subject to the terms and conditions set forth therein, to sell, assign, transfer, convey and deliver to Assignee, and Assignee agreed to purchase from Assignor, all of Assignors’ right, title and interest in and to the Securities (as defined in the Transfer Agreement); and

WHEREAS, Nominee entered into a Registration Rights Agreement with National Energy Services Reunited Corp. (the “Issuer”), dated June 5, 2018 (the “Registration Rights Agreement”).

NOW, THEREFORE, in consideration of these premises and the mutual covenants, conditions and agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereby agree and covenant as follows:

1. Assignment.

1.1 Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all of Assignor’s right, title, interest in and to the Nominee Agreement, and Assignor is hereby released from any obligations under the Nominee Agreement, such that Assignee shall be considered the “Owner” under, and as defined in, the Nominee Agreement (the “Assignment”), Assignee hereby accepts the Assignment, and Nominee hereby acknowledges the Assignment, effective as of the Effective Date, such that:

- (a) Nominee will act only as the Assignee’s nominee in respect of the Loan Agreement (as defined in the Nominee Agreement);
 - (b) Nominee will act only as the Assignee’s nominee in respect of the Relationship Agreement (as defined in the Nominee Agreement);
 - (c) Nominee entered into the Registration Rights Agreement by and on behalf of the Assignor, and pursuant to this Agreement, will act only as the Assignee’s nominee in respect of such agreement;
-

- (d) If any of the Issuer's ordinary shares or other securities are delivered pursuant to the terms of the Loan Agreement, the Relationship Agreement, or any other agreements or arrangements between the Assignee or an affiliate of the Assignee, Assignee will instruct the Nominee to whom and where to deliver such securities; and
- (e) If the Assignee instructs the Nominee to hold such securities on its behalf, the Nominee agrees to be bound by the terms of the Nominee Agreement in respect of such securities.

1.2 Except as expressly provided herein, the Nominee Agreement is not being amended, supplemented, or otherwise modified, and the Nominee Agreement shall continue in full force and effect in accordance with its terms.

2. Warranties.

2.1 Authority. Each of the Parties hereby warrants to the other that it has all necessary power and authority, and has taken all action necessary, to authorize, execute, deliver and perform this Agreement and the Assignment, in accordance with the terms of this Agreement, and no other action on the part of such Party is necessary to authorize the execution, delivery and performance of this Agreement.

3. General Provisions.

3.1 Binding Nature. This Agreement will be binding upon and inure to the benefit of the Parties and the successors and assigns of the Parties.

3.2 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

3.3 Further Assurances. The Parties will each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

3.4 Governing Law. The laws of Saudi Arabia shall govern the construction, validity, interpretation and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement.

3.5 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

3.6 Entire Agreement. This Agreement and the Nominee Agreement (including any other exhibit, annex or schedule attached hereto or thereto) constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersede all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter.

3.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

3.8 Headings. The captions, titles and headings included in this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation. When a reference is made in this Agreement to a section or schedule, such reference will be to a section of, or a schedule to, this Agreement unless otherwise indicated.

3.9 Amendments. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

** REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

OLAYAN SAUDI HOLDING COMPANY

By: _____
Name: _____
Title: _____

OLAYAN FINANCING COMPANY

By: _____
Name: _____
Title: _____

HANA INVESTMENTS CO. WLL

By: _____
Name: _____
Title: _____

