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OMB No. 1124-0006; Expires May 31, 2020

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 https://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: https://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: https://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, Counterintelligence and Export Control 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	2. Registration No.
Akin Gump Strauss Hauer & Feld LLP 1333 New Hampshire Ave, NW Washington, DC 20036	3492

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
Public Investment Fund	Information Technology and Communications Complex, Building CS01 Al Nakhil District, P.O. Box 6847 Riyadh 11452, Kingdom of Saudi Arabia

5. Indicate whether your foreign principal is one of the following:

- ☒ Government of a foreign country [1]
- ☐ 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

Public Investment Fund

b) Name and title of official with whom registrant deals

H.E. Yasir bin Othman AlRumayyan, Managing Director of the Public Investment Fund

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

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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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 ☐ 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 ☐

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

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.

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
March 08, 2018		/s/ Melissa Laurenza eSigned

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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 https://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: https://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: https://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, Counterintelligence and Export Control 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	2. Registration No.
Akin Gump Strauss Hauer & Feld LLP	3492

3. Name of Foreign Principal

Public Investment Fund

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.

Provide legal advice and guidance with respect to Public Investment Fund's engagement with CFIUS and the United States Government in connection with the Public Investment Fund's current and anticipated investments in the United States. Conduct outreach to United States Government officials regarding the same.

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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.

Provide legal advice and guidance with respect to Public Investment Fund's engagement with CFIUS and the United States Government in connection with the Public Investment Fund's current and anticipated investments in the United States. Conduct outreach to United States Government officials regarding the same.

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.

We will conduct outreach to U.S. Government officials and provide strategic advice regarding CFIUS related transactions involving current and anticipated investments by the Public Investment Fund in the United States.

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
March 08, 2018		/s/ Melissa Laurenza 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.

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March __, 2018

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VIA EMAIL

Public Investment Fund
Information Technology and Communications Complex, Building CS01
Al Nakhil District
P.O. Box 6847
Riyadh 11452
Kingdom of Saudi Arabia

Engagement Letter for legal advice in relation to CFIUS (Committee on Foreign Investment in the United States)

Dear Sirs,

We are pleased that the Public Investment Fund of the Kingdom of Saudi Arabia ("**Client**" or "**you**") has decided to engage Akin Gump Strauss Hauer & Feld LLP ("**Firm**", "**we**" or "**us**") to represent you in connection with your engagement with CFIUS-related activities and outreach to the U.S. Government (the "**Project**"). We are writing to you to explain the scope of the legal services we will provide and to set out our terms of engagement and to convey certain information required by applicable professional rules of conduct, in accordance with your External Counsel Guidelines (the "**Guidelines**") set out in Annex 4 (Guidelines).

__ مارس ٢٠١٨

خاص وسري
بواسطة البريد الإلكتروني

صندوق الاستثمارات العامة
مجمع تقنية المعلومات والاتصالات، مبنى CS01
حي النخيل
ص.ب. ٦٨٤٧
الرياض ١١٤٥٢
المملكة العربية السعودية

اتفاقية تعيين لمشورة قانونية متعلقة بـ سِفيِس (لجنة الاستثمار الأجنبي في الولايات المتحدة)

تحية طيبة وبعد،

يسرنا أن صندوق الاستثمارات العامة في المملكة العربية السعودية ("**العميل**" أو "**أنتم**") قرر أن يعيّن أكين غومب ستراوس هاور و فيلد للب ("**المكتب**" أو "**نحن**") لتمثيلكم فيما يتعلق بالتعامل مع الأنشطة ذات الصلة بـ سِفيِس والتواصل مع حكومة الولايات المتحدة ("**المشروع**"). نكتب إليكم لشرح نطاق الخدمات القانونية التي سوف نقدمها ولتحديد أحكام تعييننا ولنورد بعض المعلومات التي تتطلبها قواعد السلوك المهني المعمول بها، وفقاً لتوجيهات المستشار الخارجي الخاص بكم ("**القواعد الإرشادية**") المبينة في الملحق ٤ (القواعد الإرشادية).

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1. Scope of Legal Services

1.1. Our scope of work (the "**Scope**") will be as set out in Annex 1 (Scope).

1.2. Our attorney-client relationship is with, and our duty of care is owed to, you only. All advice provided by us relates to the Project only and is for your benefit. Unless we agree otherwise in writing, our advice does not extend to and may not be relied upon by third parties, including your directors and employees in their private capacity.

١. نطاق الخدمات القانونية

١,١. سوف يكون نطاق عملنا ("**النطاق**") على النحو المبين في الملحق ١ (النطاق).

١,٢. ستكون علاقة المحامي والعميل معكم، وواجبنا من الرعاية مستحق إليكم فقط. كل المشورة المقدمة من قبلنا تتعلق بالمشروع فقط وهي لصالحكم. مشورتنا لا تمتد إلى ولا يجوز الاعتماد عليها من قبل أطراف آخرين، بما في ذلك مدراءكم وموظفيكم بصفتهم الشخصية، ما لم نتفق على خلاف ذلك كتابةً.

2. Lead Internal Counsel

2.1. The Lead Internal Counsel for the Project will be Shihana Alazzaz.

٢. المستشار الداخلي الرئيسي

٢,١. سوف يكون المستشار الداخلي الرئيسي للمشروع: شيهانة الغزاز.

3. Our Team

3.1. I, Prakash H. Mehta will be the lawyer with overall responsibility for this engagement. I will be assisted on this matter by the other Approved Team (as defined in the Guidelines) members, as listed in Annex 3 (Team Members, Discounted Hourly Rates and Total Fees).

٣. فريقنا

٣,١. سأكون أنا، براكاش مهتا، المحامي الذي يتحمل المسؤولية العامة بالنسبة لهذا التعيين. وسيساعدني في هذا الشأن أفراد آخرون من الفريق المعتمد (كما هو محدد في القواعد الإرشادية)، كما هو موضح في الملحق ٣ (أعضاء الفريق، رسوم الساعة المخفضة وإجمالي الرسوم).

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4. Overall Fees and Disbursements

٤. الرسوم الإجمالية والمصروفات

4.1. We will calculate our fees by reference to the time lawyers spend on the matter at their discounted hourly rates ("**Discounted Hourly Rates**") as set out in Annex 3 (Team Members, Discounted Hourly Rates and Total Fees).

٤,١. سنقوم بحساب رسومنا بالرجوع إلى الوقت الذي يقضيه المحامون في العمل على هذا المشروع وفق رسوم الساعة المخفضة لكل منهم ("**رسوم الساعة المخفضة**") كما هو موضح في الملحق ٣ (أعضاء الفريق، رسوم الساعة المخفضة وإجمالي الرسوم).

4.2. Our total fees (including disbursements, incidentals and third-party costs) on this matter are set out in Annex 3 (Team Members, Discounted Hourly Rates and Total Fees).

٤,٢. مجموع رسومنا (بما في ذلك المصروفات والنفقات العرضية وتكاليف الطرف الثالث) موضحة في الملحق ٣ (أعضاء الفريق، رسوم الساعة المخفضة وإجمالي الرسوم).

4.3. We will not incur any fees or costs which have not been previously agreed in writing including for the avoidance of doubt any such fees or costs which may be a result of breach of assumptions or out of Scope work. In which case, we shall notify you promptly and agree with you in writing on any additional fees or costs.

٤,٣. لن نتحمل أي رسوم أو تكاليف لم يتم الاتفاق عليها مسبقاً خطياً بما في ذلك لتجنب الشك أي، رسوم أو تكاليف قد تكون ناتجة عن خرق الافتراضات أو خارجة عن نطاق العمل. في هذه الحالة، سوف نخطركم فوراً ونتفق معكم كتابةً على أي رسوم إضافية أو تكاليف.

4.4. Attached as Annex 5 (Policy Statement Concerning Charges and Disbursements) to this engagement letter is our Policy Statement Concerning Charges and Disbursements. This policy statement explains our current expense policy. It is acknowledged and agreed that to the extent there is an inconsistency between the Policy Statement Concerning Charges and Disbursements and the Guidelines that the Guidelines shall prevail.

٤,٤. مرفق كملحق ٥ (بيان السياسة العامة بشأن الرسوم والمصروفات) إلى اتفاقية التعيين هذه هو بيان سياستنا بشأن الرسوم والمصروفات. يشرح بيان السياسة هذا سياسة النفقات الحالية الخاصة بنا. ومن المسلم به والمتفق عليه أنه في حالة وجود تناقض بين بيان السياسة العامة بشأن الرسوم والمصروفات و بين القواعد الإرشادية فإن القواعد الإرشادية ستسود.

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5. Assumptions

5.1. Our total fees as set out in Annex 3 (Team Members, Discounted Hourly Rates and Total Fees) are based on each of the assumptions set out in Annex 2 (Assumptions).

٥. الافتراضات

٥,١. تستند رسومنا الإجمالية المبينة في الملحق ٣ (أعضاء الفريق، رسوم الساعة المخفضة وإجمالي الرسوم) إلى كل من الافتراضات المبينة في الملحق ٢ (الافتراضات).

6. Billing Arrangements

6.1. Detailed invoices for fees and disbursements will be issued as per the Guidelines.

٦. ترتيبات الفواتير

٦,١. ستصدر فواتير مفصلة عن الرسوم والمصروفات وفقاً للقواعد الإرشادية.

7. Subcontracting

7.1. We shall not subcontract all or any part of the Scope without the Client's prior written consent.

٧. التعاقد من الباطن

٧,١. لن نقوم بالتعاقد لأداء النطاق أو أي جزء منه دون الحصول على موافقة خطية مسبقة من العميل.

8. Termination of Engagement

8.1. You have the right to terminate our representation by notice to us at any time. In that event, you will be responsible for our fees for work performed, and for costs accrued or incurred by us, in accordance with the Guidelines, prior to our receipt of such notice of termination.

٨. إنهاء التعيين

٨,١. لديكم الحق في إنهاء تمثيلنا لكم عن طريق إشعارنا في أي وقت. وفي هذه الحالة، سوف تكونون مسؤولون عن رسوم العمل المنجزة، والتكاليف المتراكمة أو المتكبدة من قبلنا، وفقا للقواعد الإرشادية، قبل استلامنا لإشعار الإنهاء.

9. Governing Law and Dispute Resolution

9.1. This engagement letter shall be governed by and will be construed in accordance with the laws and regulations of the Kingdom of Saudi Arabia.

٩. القانون الواجب التطبيق وحل النزاعات

٩,١. تخضع اتفاقية التعيين هذه لأنظمة المملكة العربية السعودية وتفسر بموجبها.

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9.2. The courts of the Kingdom of Saudi Arabia will have exclusive jurisdiction with respect to any claim or matter arising out of or in connection with these terms of engagement and/or any other written agreement relating to our services on any matter on which you instruct us.

٩,٢. ستكون للمحاكم في المملكة العربية السعودية الولاية القضائية الحصرية فيما يتعلق بأي مطالبة أو مسألة تنشأ عن أو فيما يتعلق بأحكام التعيين هذه و/ أو أي اتفاقية خطية أخرى تتعلق بخدماتنا بشأن أي مسألة توجهوننا بها.

10. Language

١٠. اللغة

10.1. This engagement letter (except for the appendices attached thereto) has been executed in the Arabic language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this engagement letter. The appendices to the engagement letter are stated in the English language which shall be the controlling language thereof.

١٠,١. أبرمت هذه الاتفاقية (باستثناء الملاحق المرفقة بها) باللغة العربية التي ستكون اللغة الملزمة وتكون لها الحجية في كافة الأمور المتعلقة بمعنى الاتفاقية أو تفسيرها، وحررت ملاحق الاتفاقية باللغة الإنجليزية التي ستكون اللغة الملزمة وتكون لها الحجية في كافة الأمور المتعلقة بمعنى تلك الملاحق أو تفسيرها.

If you have any questions regarding your engagement of the Firm or if you wish to discuss any issues regarding the performance of our legal services, please do not hesitate to contact me.

إذا كان لديكم أي أسئلة بخصوص تعيينكم للمكتب أو إذا كنتم ترغبون في مناقشة أي مسألة تتعلق بأدائنا لخدماتنا القانونية، لا تترددوا في الاتصال بي.

We are delighted that you have engaged the Firm to represent you and we look forward to working with you on this matter. Please indicate your agreement with the above terms and our general terms of engagement set out in the attached document by signing below and returning the signed copy of this engagement letter to me.

نحن سعداء بأنكم قد عينتم المكتب لتمثيلكم نتطلع إلى العمل معكم بهذا الشأن. يرجى الإشارة إلى موافقتكم على البنود المذكورة أعلاه وأحكام التعيين العامة الواردة في المستند المرفق من خلال التوقيع أدناه وإرجاع النسخة الموقعة من اتفاقية التعيين هذه إلي.

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Yours sincerely,

Prakash H. Mehta

Akin Gump Strauss Hauer & Feld LLP

Enclosure:
Annex 1 - Scope
Annex 2 - Assumptions
Annex 3 - Team Members, Discounted Hourly Rates and Total Fees
Annex 4 - Guidelines
Annex 5 - Policy Statement Concerning Charges and Disbursements

تفضلوا بقبول فائق الاحترام،

براكاش ح. مهتا

أكين غومب ستراوس هاور و فيلد للب

المرافق:
الملحق ١ – النطاق
الملحق ٢ – الافتراضات
الملحق ٣ – أعضاء الفريق، رسوم الساعة المخفضة وإجمالي الرسوم
الملحق ٤ – القواعد الإرشادية
الملحق ٥ – بيان السياسة العامة بشأن الرسوم والمصروفات

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We have read and agree to the terms set out above.

لقد قرأنا ووافقنا على الشروط المبينة أعلاه.

For and on behalf of the **Public Investment Fund**

نيابة عن **صندوق الاستثمارات العامة**

H.E Yasir bin Othman AlRumayyan

معالي الأستاذ / ياسر بن عثمان الرميان

Managing Director of the Public Investment Fund

المشرف على صندوق الاستثمارات العامة

Signature: _____

التوقيع: _____

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Annex 1

Scope

Our scope of work is envisioned to include the following legal services, as requested by PIF:

Guidance with respect to PIF's engagement with CFIUS and the United States Government in connection with PIF's current and anticipated investments in the United States.

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Annex 2

Assumptions

None

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Annex 3

Team Members, Discounted Hourly Rates and Total Fees

1. We have agreed to (i) cap our total fees as set forth below in this Annex 3, and (ii) discount our standard hourly rates by 10%, which discount will take effect from the inception of the engagement. Hourly rates for Partners will be within a range of U.S.$900-$1,500 (Discounted Rate of U.S.$810-$1350) and hourly rates for Counsel, Associates and Policy Advisors will be within a range of U.S.$400-$900 (Discounted Rate of U.S.$360-$810). Should the actual amount of fees incurred at the discounted rates come in below the capped fee amount as set forth below in this Annex 3, we have further agreed to charge only the amount of fees actually incurred. Also, we will fully absorb, and not charge PIF for, our out-of-pocket expenses.

2. Our fees until May 1, 2018 will be capped at U.S.$ 535,000.

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Annex 4

Guidelines

(Attached Separately)

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Annex 5

Policy Statement Concerning Charges and Disbursements

While the Firm has a policy that we typically use with respect to expenses and disbursements, with respect to our engagement with PIF, no expenses or disbursements will be charged nor will any third parties be hired without PIF's prior written consent.

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