

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 Daniel J. Edelman, Inc. 200 E Randolph Drive, 63rd Floor, Chicago, IL 60601	2. Registration No. 3634
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3. Name of Foreign Principal Libyan Investment Authority	4. Principal Address of Foreign Principal 22nd Floor, Tripoli Tower P.O. Box 93099 Tripoli, Libya
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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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other (<i>specify</i>) <u>Sovereign Fund</u>

Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

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

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.

The Libyan Investment Authority (LIA) is a sovereign wealth fund. It invests monies that are from time to time transferred to it by the Government of Libya. These assets and monies are ultimately the property of the Libyan people.

b) Is this foreign principal:

- | | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" 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 checked="" type="checkbox"/> |

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

The Government of the State of Libya from time to time allocates excess of income of budgetary requirements to the LIA.

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.

The LIA is an independent establishment, organized under the laws of the State of Libya. It is governed by a Board of Trustees that is composed of government ministers appointed ex officio, and independent members. This is the overall governing authority and dedicated to representing the interest of the Libyan people. The LIA also has its own Board of Directors.

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 20, 2014	Randall Corley, Global Compliance Officer, Edelman	/s/ Randall Corley

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

Daniel J. Edelman, Inc.
200 E Randolph Drive, 63rd Floor
Chicago, IL 60601

2. Registration No.

3634

3. Name of Foreign Principal

Libyan Investment Authority (LIA)

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.

Edelman will provide strategic communications services, including providing U.S. support, for Client's global communications plan. Edelman will take day-to-day instruction from Consulum, a UK strategic advisory firm and are authorized to take instructions from certain members of the Enyo Law Firm and members of the LIA Board.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

To provide strategic communications services, if needed, within the U.S. in the areas of media messaging, media outreach and responding to media inquiries.

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.

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 20, 2014	Randall Corley, Global Compliance Officer	/s/ Randall Corley 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.



Simon Twigden
Enyo Law LLP
25 Southampton Buildings
London
WC2A 1AL

By email and post

March 5, 2014

"Project Scorpion" – Communications Advisory Services

1 INTRODUCTION

- 1.1 Daniel J. Edelman, Inc. (**Edelman**) will support you in lock-step with Consutum's (**Consutum**) global communications strategy related to this Project Scorpion. Our focused Financial Communications & Special Situations team based in New York will serve as US-based project co-ordinator working on your Client's behalf, providing strategic communications counsel, media relations services and potentially other services as needed. Edelman has extensive experience in litigation communications and we would draw from our tight team which includes former journalists, lawyers and bankers to support and amplify your legal strategy. We also have the ability to draw from Edelman's world-class as an international strategic communications consultancy that uses an in depth understanding of public, commercial and political drivers to provide insightful strategic counsel and meet complex communications challenges for its government, corporate and private clients.
- 1.2 We would like to thank you for instructing us to act for Enyo Law LLP's (**Enyo**) client, **Libyan Investment Authority (Client)** in relation to the provision of communications advisory services.
- 1.3 Our work will be undertaken on the terms set out in this letter and in the attached Standard Terms and Conditions (**Conditions**), together with any other terms expressly agreed at any time in writing by Edelman and all parties.

2 SCOPE OF WORK

- 2.1 The scope of our work will, in summary, involve our providing the Client with communications advisory services in the US in relation to Project Scorpion to include the development of messaging, the facilitation of media introductions, reviewing and responding to U.S. based media inquiries, ad scenario planning and ongoing strategic counsel (**Services**).
- 2.2 The terms of this letter, together with the attached Conditions, will act as a binding contract between Edelman and the parties in relation to the provision of the Services.
- 2.3 For the avoidance of doubt, we are not responsible for advising the Client on taxation, financial, accounting or legal matters relating to the Services.
- 2.4 We understand that it is your intention and position that our work will constitute privileged work product and be covered by the legal professional privilege doctrine and other applicable privileges and protections belonging to LIA and its subsidiaries and affiliates, and you. Accordingly, it is agreed that all working papers and other documents prepared or received by us pursuant to this engagement letter will be maintained by us as confidential material in accordance with the terms hereof.

3 DURATION

- 3.1 The initial term of this contract will be for an initial period of two months from the date of this letter. This letter can be extended by mutual agreement.

4 EDELMAN PROFESSIONALS

- 4.1 Edelman will ensure that appropriately qualified professionals provide the Services to the Client. The team will be led by Lex Suvanto, Chad Tandler and Trevor Gibbons.
- 4.2 Please feel free to contact me in the first instance should the Client have any queries in relation to the provision of our Services.

5 **OUR CHARGES**

Our charges will be charged in accordance with the hourly day rates below for the duration of this letter. Our charges for first month will be charged in accordance with the hourly day rates below or US\$50,000, whichever is the lower. For subsequent months, with Client's prior written approval (email approval deemed acceptable), Edelman shall invoice Client the exact fees based upon hourly day rates below for each additional month. We will invoice you at the end of the month based on our time charges and expenses incurred. Our invoice will be discharged within 2 days of your receipt of payment of the same from the Client. We acknowledge that the Client is the party that has ultimate and exclusive responsibility for our fees and expenses (however they so arise under this letter) and such fees and expenses will be processed as part of Enyo's bills to the Client. Client certifies that all amounts used to pay Edelman for Services and related expenses will not be funded directly or indirectly by funds, including cash, securities, bank accounts, and investment accounts, and precious metals of the Client and entities owned or controlled by the Client which have been blocked pursuant to U.S. Executive Order 13566 or the U.S. Libyan Sanctions Regulations, as of September 19, 2011.

Title / Role	Hourly Day Rate (USD)*
Administrator	\$90
Assistant Account Executive	\$175
Account Executive	\$200
Senior Account Executive	\$250
Account Supervisor	\$300
Senior Account Supervisor	\$350
Vice President	\$400
Senior Vice President	\$475
Executive Vice President	\$575
General Manager / Managing Director	\$650

6 **EXPENSES AND DISBURSEMENTS**

6.1 All reasonable charges, expenses, costs and disbursements will be added to our charges and, unless they are unusual, we will proceed on the basis that we have the Client's authority to incur them unless they exceed US\$5,000 each item or US\$10,000 in total.

7 **INSTRUCTIONS**

7.1 We will take instructions on a day to day basis from Consulium who are instructed to lead and co-ordinate the PR effort on this matter for the Client.

7.2 Additionally, we are authorised to take instructions from:

- a. Simon Twigden, Pietro Mario or Edward Allen of Enyo Law LLP
- b. AbdulMagid A. Breish
Chairman of the Board of Directors
Libyan Investment Authority
- c. Any two of:
 - a. Dr. Jehani
 - b. Ali Baruni
 - c. Mustafa Ismail

8 **LIMITATION OF OUR LIABILITY**

8.1 We would like to bring to the Client's particular attention that the attached Conditions which limit our liability to the Client in connection with the provision of the Services.

8.2 It should be noted that the limitation of liability provision in the Conditions shall apply to each and every subsequent transaction or work we carry out for the Client unless we agree otherwise in writing.

10 **CONDITIONS**

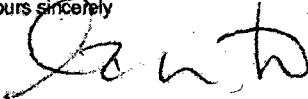
10.1 Please note that the terms of this letter should be read in conjunction with the attached Conditions which will apply to the provision of the Services by Edelman to the Client as if set out in this letter in full.

10.2 This letter constitutes the entire understanding between the parties hereto and supersedes all prior and contemporaneous representations, letters, proposals, agreements, understandings and discussions between Edelman and the other parties relating thereto, and such representations, letters, proposals, agreements, understandings and discussions shall be null and void with no legal meaning or effect. This letter may be modified or amended only by a writing signed by the party to be charged. This letter may be executed in two or more counterparts, each of which will be deemed an original. In the event of any conflict between this letter and the Conditions, the Conditions shall prevail.

Please do not hesitate to contact me if you require any clarification in relation to the contents of this letter or the attached Conditions. Otherwise, please confirm yours and the Client's agreement to our terms of engagement and Conditions by signing and returning to me a copy of this letter.

We look forward to working with you and thank you again for this opportunity.

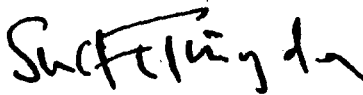
Yours sincerely



Lex Suvanto
Managing Director

cc Consulum Strategic Communications Counsel

We agree to the terms of engagement set out in this letter and the Conditions, and we agree to be bound by the terms of the Conditions as if set out in this letter in full.



Date:

7 March 2014

For and on behalf of
Enyo Law LLP

Enc: Standard Terms and Conditions

Standard Terms and Conditions (Conditions)

As referenced in the letter by and between Enyo and Edelman dated March 5, 2014, these Standard Terms and Conditions are incorporated into by reference into the letter. As such, the parties have agreed to the below additional terms and conditions. All defined terms from the letter which are used herein shall have the same meanings as set forth in the letter.

Each party will keep confidential all information and materials so designated by the other parties and will limit access to such information and materials to those with a need to know for purposes of performing its obligations under the letter. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of the letter if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are independently developed or obtained by the receiving party without breach of this provision; or (iii) are required to be disclosed by law or applicable legal process.

All invoices will be submitted to Enyo and Enyo will make payment directly to Edelman for its professional services, fees and expenses within 2 days of Enyo's receipt of the same from Client. All amounts due under the letter shall be billed and paid in U.S. dollars. Unless specifically agreed to be paid for by Enyo on behalf of the Client, Edelman does not perform any searches, including but not limited to, trademark or copyright searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party. Nothing herein shall prevent Edelman from using third party materials that are obtained from third parties pursuant to limited licenses.

In the event of non-payment of an invoice, Edelman may terminate the letter. Services shall be rendered by the New York office of Edelman, unless specifically provided otherwise in the applicable statement of work. Following the initial term of this letter, either party may terminate the letter for any reason by providing the other party with not less than thirty (30) days' written notice. Upon expiration or termination of the letter, Enyo shall pay Edelman fees through the termination date and reimburse Edelman for expenses incurred through the termination date in accordance with the terms of the letter.

EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS LETTER OF AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN UNDER THE LETTER. IN ADDITION, EDELMAN SHALL NOT BE LIABLE TO A PARTY TO THE LETTER FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES. This paragraph shall survive termination or expiration of this Agreement.

The letter between the parties shall be construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England shall have jurisdiction to settle any dispute or claim that arises out of or in connection with the letter.