

U.S. Department of Justice
Washington, DC 20530

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

OMB NO. 1124-0006

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.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Pillsbury Winthrop Shaw Pittman LLP 50 Fremont Street San Francisco, CA 94105-2228	2. Registration No. 5198
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3. Name of foreign principal King Abdullah City for Atomic and Renewable Energy (K.A.CARE)	4. Principal address of foreign principal P.O. Box 2022 Al Akaria Plaza Square, Entrance 2 Riyadh 11451 Kingdom of Saudi Arabia
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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
K.A.CARE, an entity established by Royal Decree that is administratively linked to the Government of Saudi Arabia.
- b) Name and title of official with whom registrant deals
Dr. Meslet AlHajri

7. If the foreign principal is a foreign political party, state:

- a) Principal address
N/A
- b) Name and title of official with whom registrant deals
N/A
- c) Principal aim
N/A

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.

N/A

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.)*

N/A

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.

N/A

Date of Exhibit A	Name and Title	Signature
10/17/11	Stephan E. Becker Partner	Stephan E. Becker

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1124-0004

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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 .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
Pillsbury Winthrop Shaw Pittman LLP

2. Registration No.
5198

3. Name of Foreign Principal
King Abdullah City for Atomic and Renewable Energy (K.A.CARE)

Check Appropriate Boxes:

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.

The Registrant will provide, on an ongoing basis, legal advice and assistance regarding the development of a peaceful commercial nuclear energy program within the Kingdom of Saudi Arabia.

Formerly CRM-155

FORM NSD-4
SEPTEMBER 2007

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

The Registrant's services shall include advising K.A.CARE regarding bilateral agreements and other areas of cooperation with the United States Government concerning development of a peaceful nuclear power program, compliance with international nonproliferation and safeguards agreements and treaties in cooperation with the United States, development of regulations and law, policies to achieve the highest standards of safety and security, and negotiation of commercial contracts with vendors in connection with K.A.CARE's development of such programs.

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.

The Registrant may engage in political activities on behalf of the foreign principal. The Registrant's activities may include communications on behalf of the foreign principal with relevant Executive Branch and Legislative Branch offices regarding issues of interest to K.A. CARE.

Date of Exhibit B 10/17/11	Name and Title TBD Partner	Signature Stephan E. Becker
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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.

October 10, 2011

His Excellency Dr. Hashim bin Abdullah Yameni
President
King Abdullah City for Atomic and Renewable Energy
P.O. Box 2022
Riyadh 11451
Kingdom of Saudi Arabia

Your Excellency:

We are pleased that the King Abdullah City for Atomic and Renewable Energy ("KACARE" or "you") has selected Pillsbury Winthrop Shaw Pittman LLP ("Pillsbury") as legal counsel to represent KACARE with respect to the matter identified below. The purpose of this letter is to set forth the terms and conditions of Pillsbury's representation and the basis for the fees and expenses to be charged.

1. NATURE OF THE ENGAGEMENT.

You have requested that we represent you in connection with the provision of legal advice and assistance regarding the development of a peaceful commercial nuclear energy program within the Kingdom of Saudi Arabia ("KSA" or "Kingdom"). Such services shall include advice, drafting, support in respect of negotiations, advice in respect of applicable laws and regulations, attendance at any internal and external meetings, research, formal and informal legal opinions, and the like relating to:

- a) compliance with international treaties international undertakings and other legal requirements with regard to the proposed nuclear program;
- b) various commercial and regulatory aspects of the proposed nuclear program; and
- c) development of a training program for Saudi nationals as part of a knowledge transfer platform.

For purposes of this representation, our client is KACARE. Without your instructions and until an attorney-client relationship with an affiliate has been established by an express agreement with Pillsbury, Pillsbury shall not regard any affiliate of KACARE (*i.e.*, parent, subsidiary or other related entity) as a client of Pillsbury for any purpose. Similarly, Pillsbury shall not regard a representation that is adverse to an affiliate of KACARE as being adverse to KACARE. In particular, Pillsbury shall not consider the Kingdom of Saudi Arabia itself to be a client of Pillsbury.

In the course of engagements, it sometimes becomes necessary to provide opinions or advice as to the laws of jurisdictions other than those where Pillsbury has a license to practice law. Special local counsel may need to be retained in that situation. Pillsbury shall advise you if, in our judgment, the need for special counsel in the engagement has arisen.

We will be advising and acting at all times in respect of English and federal United States law only and are not responsible for advising you as to the effect or enforceability of any documents or matters which may be subject to or governed by the laws of any other jurisdiction, including in particular KSA.

Pillsbury's relationship is with, and our duty of care is owed to, only KACARE. All advice provided by Pillsbury is for the benefit of KACARE alone. Unless Pillsbury agrees otherwise in writing, Pillsbury's advice does not consider the circumstances of others, and should not be relied upon by any third parties.

2. BILLING POLICIES AND PROCEDURES.

Unless otherwise agreed in writing, Pillsbury's fees are based on the number of hours devoted to your matter. The current rates, in US dollars are as follows:

Attorney/Paralegal Name	Rate
Senior Partner	\$875.00
Junior Partner	\$775.00
Counsel	\$650.00
Senior Associate	\$550.00
Junior Associate	\$450.00
Legal Assistant	\$275.00

Pillsbury shall hold these rates for KACARE in place through December, 2012.

For Pillsbury's attorneys who travel to or reside in Riyadh at KACARE's request or in connection with the performance of an assignment for KACARE that requires on-site presence, we shall charge for our services of such attorneys on a fixed, daily rate based on 10.0 hours. Such daily rates include fees for legal services of any amount on a given day (whether more or less than 10.0 hours – but anticipated to be more); provided, however, that in addition, KACARE shall also reimburse Pillsbury \$600 per day per attorney to cover the living expenses of such attorneys. Travel expenses in accordance with Pillsbury's travel policy shall be reimbursed at cost.

In addition to our fees for legal services, we will charge separately for certain costs, expense disbursements and taxes, as applicable. Any large disbursement amounts will be forwarded to you for direct payment to the supplier or service provider, rather than being paid by the Firm. We will consult with you in advance if we reasonably anticipate incurring such large disbursements amounts on your account.

Pillsbury agrees that it will provide, upon request by KACARE, an estimate of anticipated costs for a particular task or set of tasks. It is understood that such estimates will be based on our good-faith expectations based on assumptions we will make regarding the time and resources

needed to complete a task; however, such estimates shall not be treated as fixed fees unless agreed in writing by both KACARE and Pillsbury.

Please note that any estimates of anticipated fees that we may provide at your request, whether for budgeting purposes or otherwise, are only an approximation of actual fees because of the uncertainties involved. Unless we have otherwise agreed in writing to a specific arrangement, any such estimate is not a maximum or minimum fee quotation, and our fees will be determined based on actual hours incurred in accordance with the policies described above.

Pillsbury's billing statements shall normally be rendered to you on a monthly basis. Fees shall generally be billed within 30 days following the month in which the services are rendered, and disbursements and other charges shall generally be billed within 30 to 60 days after they are incurred by Pillsbury. Unless another arrangement has been agreed in writing, payment is due within 30 days of KACARE's receipt of Pillsbury's statement.

Invoices shall be paid free of any withholding or deduction in respect of any taxes or duties. If any withholding or deduction of taxes is required by law, the amount of each invoice shall be treated as increased to the extent necessary to ensure that, after any such withholding or deduction, a net sum equal to the amount of the invoice is received.

It is understood that, if Pillsbury does not have a licensed local branch in the Kingdom of Saudi Arabia, a tax in the amount of 5% of total fees will be applied.

4. CONFLICT OF INTEREST.

We have performed a conflict-of-interest review and determined that we do not represent any current client adverse to you in any matter, and have not represented any client in the past adverse to you on a matter that is substantially related to the current engagement for you.

5. ADVANCE CONFLICT WAIVER.

As you know, Pillsbury represents many different clients with diverse interests. Many of Pillsbury's clients compete with one another and do business with one another. Pillsbury is precluded by the Rules of Professional Conduct and Code of Professional Responsibility, however, from representing a client in a matter in which the client's interests are adverse to the interests of another client of Pillsbury, absent the written consent of both clients. In the future, we may be asked to represent another client in a transaction or dispute adverse to you, where that transaction or dispute is not substantially related to the matter involved in Pillsbury's representation of KACARE. For that circumstance, we ask that KACARE hereby give Pillsbury advance consent at this time to any such representation and that KACARE waive any conflicts that such a representation may present now or in the future. Notwithstanding anything to the contrary in this Agreement, under no circumstances will Pillsbury represent another client in an adversarial dispute against KACARE in litigation, international arbitration, or similar proceeding.

Your execution of this engagement letter constitutes your consent to the qualified advance waiver described above. We will at all times preserve all your confidences and secrets as the applicable Rules of Professional Conduct and Code of Professional Responsibility require, and this advance conflict waiver does not affect that obligation.

6. TERMINATION.

KACARE may terminate Pillsbury's representation at any time, with or without cause, by providing written notice to Pillsbury.

Your termination of our engagement will not affect your responsibility for payment for legal services rendered and other charges incurred prior to termination or in connection with a transition of the matter of other counsel. Pillsbury shall try to identify in advance and discuss with KACARE any situation that might lead to Pillsbury's withdrawal from this representation.

7. ARBITRATION OF DISPUTES.

If KACARE disagrees with the amount of Pillsbury's fees or other charges at any time, or if KACARE has any concern as to any other matter related to or arising out of Pillsbury's engagement, including the nature and quality of Pillsbury's services, please discuss any such questions or concerns with us. Typically, such questions or concerns can be resolved to the satisfaction of both parties with little inconvenience or formality. In the event any dispute cannot be resolved informally, the parties will resolve the dispute in accordance with a process that complies with the applicable laws and regulations of the government of the Kingdom of Saudi Arabia.

8. MISCELLANEOUS

KACARE acknowledges that the firm may be under stringent requirements to identify its clients for the purposes of any anti-money laundering legislation. KACARE agrees to comply with all requests for information and documentation for purposes of and as required by such anti-money laundering legislation.

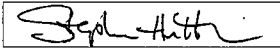
These terms of engagement may be amended only by a writing signed by both parties.

9. REVIEW AND RETURN OF LETTER.

We ask that you review this letter carefully. If the terms of this letter are acceptable, please sign the enclosed copy of this letter and return it to me. Pillsbury recommends that you keep a signed copy of this letter in your files.

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

Very truly yours,



Stephen B. Huttler,
Executive Vice Chair

Accepted and agreed to:

By _____
Name:
Title:

Date: _____