

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  Marathon Strategies LLC	2. Registration No.  6289
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3. Name of Foreign Principal  KGL Investment Company K.S.C.C.	4. Principal Address of Foreign Principal Mubarak Al Kabir St. Mubarak Al Kabir Tower 10th Floor Sharq, Kuwait
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5. Indicate whether your foreign principal is one of the following:
- Government of a foreign country<sup>1</sup>
  - 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
  - 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

<sup>1</sup> "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.

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.

KGL Investment KSCC (KGLI) is an investment company that, through a wholly-owned subsidiary, managed a separate private equity fund named The Port Fund, which invested in ports and related infrastructure projects.

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 type="checkbox"/> No <input checked="" 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.)*

While the answer to 8.b is "No," KGLI previously managed, through a subsidiary (subsequently sold), The Port Fund, a closed-end private equity fund in which two Kuwait government entities are limited partners with approximately 60% of The Port Fund shares. The investment management agreement with The Port Fund has been terminated.

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.

KGLI has over 900 shareholders as a result of KGLI being previously spun-off from a publicly traded company in Kuwait.

#### 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
July 30, 2019	Phil Singer, CEO	/s/ Phil Singer

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 <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

Marathon Strategies LLC

2. Registration No.

6289

3. Name of Foreign Principal

KGL Investment Company K.S.C.C.

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.

The registrant will assist the foreign principal in connection with public relations implications of the legal advice the firm, Crowell & Moring, LLP provides to KGL Investment K.S.C.C.

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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.

Strategic communications and media relations.

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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.

Assist principal in determining most effective approaches to engage U.S. media , which may include certain political or policy positions

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### 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
July 30, 2019	Phil Singer	/s/ Phil Singer 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.



David C. Hammond  
(202) 624-2510  
DHammond@crowell.com

#43276140

May 1, 2019

**BY ELECTRONIC MAIL**

Mr. Phil Singer  
Chief Executive Officer  
Marathon Strategies, LLC  
38 East 29<sup>th</sup> Street, 4<sup>th</sup> Floor  
New York, New York, 10016

**Re: Consulting Services Agreement Re KGL Investment Company K.S.C.C.**

Dear Mr. Singer:

This letter (the "Agreement") confirms the retention by Crowell & Moring LLC (the "Law Firm") of Marathon Strategies, LLC (the "Consultant") to advise the Law Firm connection with certain public relations and media strategies associated with the Law Firm's legal advice to KGL Investment Company K.S.C.C. (the "Client").

**I. Services**

The scope of the consulting services provided by the Consultant under this Agreement may include those services described on Schedule A hereto and those that may hereafter be agreed upon between the parties in writing (collectively the "Services"). In performing the Services, Consultant may examine correspondence, agreements, corporate records, websites, certificates of public officials and other documents (collectively "Documents") as Consultant deems necessary or advisable in order for it to perform the Services. Consultant shall take reasonable measures to verify independently the representations or statements contained in such Documents, but cannot be a guarantor of their accuracy. Consultant agrees to perform the Services in a professional and confidential manner in accordance with all prevailing industry standards.

**II. Consulting Period**

The term of Consultant's engagement to perform services under this Agreement (the "Consulting Period") shall commence as of May 1, 2019 for purposes of recognizing privileged communications, but the parties agree that the 30 days referenced below shall start upon signature by all parties to the Agreement. The Agreement shall continue for thirty (30) days and



Mr. Phil Singer  
May 1, 2019  
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may be renewed for another thirty (30) days or other mutually agreed timeframe with no less than then (10) days' prior written notice.

### **III. Consulting Fee**

The Law Firm has retained the Consultant and agrees to pay the Consultant for its Services the sum of \$18,500 per month for services outlined in Schedule A, which fee shall be payable within thirty (30) days of submission of an invoice from Consultant to the Law Firm, provided that the Law Firm's retainer with the Client contains sufficient funds to pay the Consultant's invoice or, if insufficient, the Consultant agrees to submit the invoice for direct payment by the Client and not the Law Firm. If the Consultant's time associated with delivering the scope of services consistently exceeds the number of hours used to determine the retainer fee, the Law Firm and Client agree to review and discuss with Consultant a fee revision. Any proposed fee increase will be advised in writing by Consultant not later than fifteen (15) days prior to the commencement of the month in which such increase is to take effect.

### **IV. Expenses**

The Consultant shall be reimbursed and Consultant's invoice shall include all reasonable and documented out-of-pocket expenses and disbursements incurred by Consultant in connection with performing services under the Agreement, including, but not limited to, printing, media monitoring, taxis, hotel accommodation and travel expenses, as approved.

### **V. Confidentiality**

During the course of the representation, Consultant may have access to, and shall assist in developing, material non-public information belonging to the Client or the Law Firm that has been identified as being confidential or which a reasonable person would conclude was confidential or proprietary in nature (collectively, "Confidential Information"). Consultant agrees to keep all Confidential Information in strict confidence and shall treat such Confidential Information with at least the same degree of care as it treats its own Confidential Information. Consultant shall not use or disclose any Confidential Information without express consent from the Law Firm or the Client.

Consultant understands that all communications between Consultant and the Law Firm and/or the Client, either oral or written, as well as any materials or information developed or received by Consultant pursuant to this arrangement are intended to be made or prepared for purposes of assisting the Law Firm in rendering legal advice to the Client and thus are protected by applicable legal privileges. Therefore, all such communications will be treated by the Consultant as Confidential Information. If Consultant has any questions regarding the confidential status of any document, it shall seek clarification from the Law Firm before releasing to third parties.

Mr. Phil Singer

May 1, 2019

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**VI. No Solicitation**

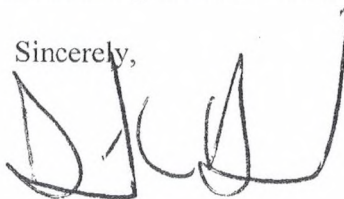
Client covenants and agrees that, during the Consulting Period and continuing for a period of twelve (12) months following the last day of the Consulting Period, Client shall not, without Consultant's prior written consent, which consent may be withheld or conditioned at the sole and absolute discretion of Consultant, directly or indirectly: (a) recruit, solicit, or cause or authorize to be solicited for employment or engagement as an independent contractor any individual employed by or under contract with Consultant ("Restricted Person"); (b) induce or attempt to induce any Restricted Person to cease to be employed (or otherwise engaged) by the Consultant; or (c) employ, hire or engage, or cause to be employed, hired or engaged, as an employee, director, officer, partner, member, manager, consultant, agent, independent contractor or in any other capacity, any Restricted Person.

**VII. Independent Contractor**

The relationship created hereunder between the Consultant and the Law Firm shall be solely that of independent contractors entering into an agreement. Neither party shall make any representation or assertion or take any actions which could imply or establish any agency, joint venture, partnership, employment or trust relationship between the parties. Neither party shall have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.

If you wish to enter into and provide the services outlined in this Agreement, please sign in the space provided below and return an executed original to us. We look forward to your assistance on this matter.


Sincerely,



David C. Hammond  
Counsel for KGL Investment Company K.S.C.C.

**Acknowledged and Approved By:**

By: \_\_\_\_\_

  
Phil Singer  
Chief Executive Officer  
Marathon Strategies, LLC



Mr. Phil Singer  
May 1, 2019  
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### SCHEDULE A:

This Statement of Work represents an agreement between Crowell & Moring, LLP (the "Law Firm") and Marathon Strategies ("Consultant") in connection with advising the Law Firm in connection with public relations implications of the legal advice the law firm provides to KGL Investment K.S.C.C. ("KGLI" or "Client").

Consultant will provide the following services:

- *Media Strategy:* Consultant will develop a media strategy to support KGLI's objective of raising the public profile in the U.S. and other media markets of the unjustified actions by the State of Kuwait, including the Kuwait Port Authority, against KGLI and its executives and/or shareholders. This includes raising questions about whether Kuwait is a safe place to invest citing the actions against KGLI and its executives/shareholders as an example.
- *Foundational Materials:* Consultant will help Client prepare a suite of materials necessary to support media outreach and manage issues /crises. This may include key messages, fact sheets and 'tough questions' documents.
- *Media Relations:* Consultant will assist with proactive media outreach to help neutralize sensitive issues as well a field incoming media inquiry relating to crises and develop responses and issue statements as needed.
- *Written Collateral:* Consultant will develop necessary written collateral to support this effort, including op-eds, letters to the editor, letters to lawmakers, talking points fact sheets, and other materials as needed.
- *Media Monitoring/Rapid Response:* Consultant will track social media and news coverage of Client and relevant issues to identify messaging opportunities and respond to criticism or falsehoods in real time.
- *Vulnerability Assessment:* Consultant will work with the Law Firm and the Client to identify potential vulnerabilities that could be used by competition to undermine its credibility publicly.
- *Crisis Management:* Consultant will work with the Law Firm and the Client to develop possible crisis scenario and strategies to mitigate potential criticisms of Client.
- *Media Database:* Consultant will develop a list of media contacts to target in media outreach.

*All items outside of this scope will be charged separately.*