

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  THE MCKEON GROUP, INC	2. Registration No.  6391
3. Name of Foreign Principal THE EMBASSY OF SAUDIA ARABIA	4. Principal Address of Foreign Principal 601 NEW HAMPSHIRE AVENUE NW WASHINGTON, DC 20037

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  
The Embassy of the Saudi Arabia Government
- b) Name and title of official with whom registrant deals  
MUSAB AL SAUD, DIRECTOR OF POLITICAL AND CONGRESSIONAL AFFAIRS

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.

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
June 29, 2018	PATRICIA MCKEON, CFO	/s/ PATRICIA MCKEON

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

THE MCKEON GROUP, INC.

2. Registration No.

6391

3. Name of Foreign Principal

THE EMBASSY OF THE KINGDOM OF SAUDIA ARABIA

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.

REPRESENT PRIORITIES AND INTERESTS OF THE KINGDOM OF SAUDI ARABIA.

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

ENGAGE AND COMMUNICATE WITH UNITED STATES GOVERNMENT OFFICIALS REGARDING THE PRIORITIES AND INTERESTS OF THE KINGDOM OF SAUDI ARABIA.

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.

WILL REPRESENT THE KINGDOM OF SAUDI ARABIA (KSA) BY WORKING WITH MEMBERS OF CONGRESS AND THEIR STAFF TO MAINTAIN A MUTUALLY BENEFICIAL SECURITY RELATIONSHIP BETWEEN KSA AND 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
June 29, 2018	PATRICIA MCKEON, CFO	/s/ Patricia McKeon 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.



675 North Washington Street, Suite 340  
Alexandria, VA 22314  
571.447.5000 Office  
mckeongrp.com

**The Embassy of the  
Kingdom of Saudi Arabia  
Letter of Engagement**

June 5, 2018

Re: Letter of Engagement

His Excellency Prince Khalid bin Salman bin Abdulaziz  
Embassy of the Kingdom of Saudi Arabia

Dear His Royal Highness Prince Khalid bin Salman bin Abdulaziz:

We are pleased to submit this formal letter of engagement outlining services and capabilities with The McKeon Group, Inc. ("MG" or "we") to represent The Embassy of the Kingdom of Saudi Arabia ("the Client") with a comprehensive government relations strategy and plan of execution. Specific issues to be addressed and services to be performed by MG will be communicated on a regular basis to MG as determined by the Client.

**Fees and Expenses:**

The fixed monthly fee to administer all government relations efforts with the full support of Chairman McKeon and the entire MG team is \$50,000 per month. MG will submit Activity Reports and an invoice for services rendered on the last day of each month. The first payment of this contract will be due upon execution of this letter of engagement. The fixed monthly fee will include any monthly expenses up to \$500. Any expenses in excess of \$500 must be pre-approved in writing and will be included in the monthly invoice to the Kingdom of Saudi Arabia.

Work under this contract will commence on January 1, 2018. The term of this agreement will be 12 months, beginning on January 1, 2018, until December 31, 2018, unless renewed in writing. Each of the Parties reserves the right to terminate this agreement upon 15 days' written notice, except that the Client may terminate this Agreement at any time effective immediately in the event that MG engages in conduct that may negatively impact MG's public image and, by association, the public image of the Client. Upon termination, the monthly fee shall be prorated on the basis of the portion of the one-month term that had elapsed prior to the effective date of the termination and MG shall refund the Client for any advanced monthly or quarterly payments.

During the Term of this Agreement, and for one year thereafter upon expiration or termination of this Agreement, MG will not perform any work or accept any engagement for another government or governmental entity, or for any other client whose interests or objectives may be adverse to the interests or objectives of the Client, without prior written approval by the Client.



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MG agrees to the following confidentiality provisions:

(a) MG shall use any information disclosed to MG by the Client under this Agreement solely for the purposes expressly contemplated by this Agreement. MG shall hold in strict confidence all Confidential Information (as defined in (b) disclosed to or otherwise obtained by it and protect all such Confidential Information with the utmost duty of care. Except as required by law and subject to the prior notification requirement discussed in (e) below, MG may disclose Confidential Information only to those members of its Staff who (i) have an absolute need to know the Confidential Information; (ii) are affirmatively required by MG to maintain the confidentiality of such Confidential Information in accordance with the provisions of this Agreement and (iii) are informed of such confidentiality obligations.

(b) For purposes of this Agreement, "Confidential Information" shall mean this Agreement, all of MG's work product under this Agreement except for final materials prepared for public disclosure, and all other nonpublic, confidential or proprietary information of the Client, whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained, whether or not patentable or copyrightable, and whether or not marked, designated or otherwise identified as "confidential", including, without limitation, discussions, data, analyses, processes, compilations, forecasts, studies, raw materials, samples, research and development information, records and other documents and other similar and related information concerning Client's operations. Confidential Information shall not, however, include any information that MG can establish with competent evidence (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure to MG by Client; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure to MG by Client through no wrongful act, fault, or negligence no action or inaction of MG; or (iii) is in the rightful possession of MG without confidentiality obligations at the time of disclosure by Client to MG as shown by its then-contemporaneous written files and records kept in the ordinary course of business.

(c) All materials received from the Client, all information and analysis developed in connection with MG's Services, all MG work product, and all Confidential Information, is and shall remain the property of the Client and archives and documents of a diplomatic mission that are inviolable and protected from disclosure by the Vienna Convention on Diplomatic Relations and U.S. law. Consultant shall not disclose to others or convert to its own use any Confidential Information except with the prior written consent of Client.

(d) No license or other rights of any kind, express or implied, in or to the use of the Confidential Information is granted to MG or its Staff hereby. All information furnished to MG in connection with this Agreement (including any copies, notations, or assessments based on such information) and all MG work product shall be returned to the Client upon request, and automatically upon termination of this Agreement.



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(e) If any Confidential Information is required to be disclosed by law, including by any order of any court of competent jurisdiction or other governmental authority, MG shall immediately inform the Client of all such proceedings so that the Client may attempt by appropriate legal means to limit such disclosure. In such case, MG shall use its best efforts to limit the disclosure and maintain confidentiality to the maximum extent possible.

(f) MG acknowledges that any breach or threatened breach of Confidentiality provisions will result in immediate, irreparable, and continuing injury to the Client for which there is no adequate remedy at law. Accordingly, in the event of any such breach (or threatened breach), Client shall be entitled to terminate this Agreement effective immediately with no further obligation of payment and to seek preliminary and permanent injunctive relief, without bond, with respect to such breach. MG shall not oppose such relief on the grounds that there is an adequate remedy at law, and such right shall be cumulative and in addition to any other remedies at law or in equity (including monetary damages) which the Client may have upon any such breach.

(g) The provisions of this section shall (i) apply to all Confidential Information disclosed to or otherwise obtained by MG prior to the execution of this Agreement, (ii) apply to all Confidential Information disclosed to or otherwise obtained by MG concurrently with or after execution of this Agreement, and (iii) survive the termination of this Agreement in perpetuity.

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

Howard P. "Buck" McKeon  
Chairman and CEO  
The McKeon Group, Inc.

Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

His Excellency Prince Khalid bin Salman bin Abdulaziz  
His Royal Highness – Ambassador of the Kingdom of Saudi Arabia  
The Embassy of the Kingdom of Saudi Arabia

Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.