



## KSA Sukuk Limited

(an exempted company incorporated in the Cayman Islands with limited liability)

### Trust Certificate Issuance Programme

Under this Trust Certificate Issuance Programme (the “**Programme**”), KSA Sukuk Limited (in its capacity as issuer and trustee, the “**Trustee**”) may elect, subject to compliance with all relevant laws, regulations and directives, from time to time to issue trust certificates (the “**Trust Certificates**”) denominated in any currency agreed between the Trustee, the Kingdom of Saudi Arabia (the “**Kingdom**” or “**Saudi Arabia**”) and the relevant Dealer(s) (as defined below).

Trust Certificates may only be issued in registered form. The Trust Certificates may be issued on a continuing basis to one or more of the Dealers specified under “**Overview of the Programme**” and any additional Dealer(s) appointed under the Programme from time to time by the Trustee and the Kingdom (each a “**Dealer**” and together, the “**Dealers**”), which appointment may be for a specific issue or on an ongoing basis. References in this Base Prospectus to the “**relevant Dealer(s)**” shall, in the case of an issue of Trust Certificates being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe for such Trust Certificates.

### THE TRUST CERTIFICATES WILL BE LIMITED RECOURSE OBLIGATIONS OF THE TRUSTEE. AN INVESTMENT IN TRUST CERTIFICATES ISSUED UNDER THE PROGRAMME INVOLVES CERTAIN RISKS. SEE “RISK FACTORS”.

Each Tranche (as defined herein) of Trust Certificates issued under the Programme will be constituted by: (i) a master declaration of trust (the “**Master Declaration of Trust**”) dated 4 April 2017 entered into between the Trustee, the Kingdom acting through the Ministry of Finance and Deutsche Trustee Company Limited as delegate of the Trustee (the “**Delegate**”, which expression shall include any co-Delegate or any successor); and (ii) a supplemental declaration of trust (the “**Supplemental Declaration of Trust**”) and, together with the Master Declaration of Trust, the “**Declaration of Trust**”). Trust Certificates of each Series (as defined herein) confer on the holders thereof from time to time (the “**Certificateholders**”) the right to receive certain payments (as more particularly described herein) arising from the assets of a trust declared by the Trustee in relation to the relevant Series (the “**Trust**”) over the Trust Assets (as defined herein) of the relevant Series, which will include, inter alia, the rights, title, interest and benefit of the Trustee in, to and under: (i) the relevant Murabaha Assets and Mudaraba Assets (each as defined herein); and (ii) the Transaction Documents (as defined herein).

This Base Prospectus has been approved by the Central Bank of Ireland, as competent authority under Directive 2003/71/EC, as amended (the “**Prospectus Directive**”). The Central Bank of Ireland only approves this Base Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Such approval has been sought for the purpose of giving information with regard to the issue of Trust Certificates described in this Base Prospectus for the period of 12 months from the date of this Base Prospectus. Such approval relates only to the Trust Certificates which are to be admitted to trading on a regulated market for the purposes of Directive 2004/39/EC and/or which are to be offered to the public in any Member State of the European Economic Area. Application has been made to the Irish Stock Exchange plc (the “**Irish Stock Exchange**”) for the Trust Certificates issued under the Programme to be admitted to the official list (the “**Official List**”) and to trading on its regulated market.

References in this Base Prospectus to Trust Certificates being “**listed**” (and all related references) shall mean that such Trust Certificates have been admitted to the Official List and have been admitted to trading on the Irish Stock Exchange.

The Programme also permits Trust Certificates to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the Trustee and the Kingdom.

The aggregate principal amount of Trust Certificates, profit (if any) payable in respect of Trust Certificates, the issue price of Trust Certificates and certain other information which is applicable to each Tranche (as defined herein) of Trust Certificates will be set out in the final terms specific to each Tranche (the “**Final Terms**”). Payments of amounts due under Trust Certificates issued under the Programme will be made without deduction for, or on account of, taxes imposed by the Kingdom, or the Cayman Islands, to the extent described in Condition 13 (*Taxation*) under “*Terms and Conditions of the Trust Certificates*”.

The Kingdom has been assigned a sovereign credit rating of A+ (stable outlook) by Fitch Ratings Limited (“**Fitch**”) and A1 (stable outlook) by Moody’s Investors Service Limited (“**Moody’s**”). Each of Fitch and Moody’s is established in the European Union (the “**EU**”) and registered under Regulation (EC) No. 1060/2009 (as amended) (the “**CRA Regulation**”). As such, each of Fitch and Moody’s is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation. Certain tranches of Trust Certificates (each, a “**Tranche**”) to be issued under the Programme may be rated or unrated and, if rated, the credit rating agency issuing such rating will be specified in the Final Terms. Where a Tranche is rated, such rating will not necessarily be equivalent to the ratings assigned to the Kingdom. Whether or not each credit rating applied for in relation to a Tranche will be (a) issued by a credit rating agency established in the EEA and registered under the CRA Regulation, or (b) issued by a credit rating agency which is not established in the EEA but will be endorsed by a credit rating agency which is established in the EEA and registered under the CRA Regulation, or (c) issued by a credit rating agency which is not established in the EEA but which is certified under the CRA Regulation will also be disclosed in the Final Terms. A rating is not a recommendation to buy, sell or hold the Trust Certificates, does not address the likelihood or timing of payment and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisations.

The Trust Certificates have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) or with any securities regulatory authority of any state or other jurisdiction of the United States. The Trust Certificates may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act (“**Regulation S**”)) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. In addition, neither the Trust (as defined herein) nor the Trustee has been or will be registered under the United States Investment Company Act of 1940, as amended (the “**Investment Company Act**”), in reliance on the exemption provided by Section 3(c)(7) thereof. Accordingly, the Trust Certificates may be offered and sold only (A) outside the United States to Non-U.S. persons in offshore transactions in reliance on Regulation S and (B) within the United States to persons who are “qualified institutional buyers” (“**QIBs**”) as defined in Rule 144A under the Securities Act (“**Rule 144A**”) that are also “qualified purchasers” (“**QPs**”) as defined in Section 2(a)(51) of the Investment Company Act. Prospective purchasers are hereby notified that sellers of the Trust Certificates may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. For a description of these and certain further restrictions on offers, sales and transfers of Trust Certificates and distribution of this Base Prospectus, see “*Subscription and Sale*” and “*Transfer Restrictions*”.

The transaction structure relating to the Trust Certificates (as described in this Base Prospectus) has been approved by the *Shari’ah* Advisory Board of Citi Islamic Investment Bank E.C., the *Shari’ah* Committee of HSBC Saudi Arabia Limited, Sheikh Dr. Mohamed Ali Elgari, Sheikh Nizam Yaquby and Sheikh Dr. Walid ibn Hady, the *Shari’ah* advisors of J.P. Morgan Securities plc, Dr. Hussein Hamid Hassan, the *Shari’ah* advisor of Deutsche Bank AG, London Branch, the *Shari’ah* Supervisory Committee of BNP Paribas including Sheikh Nizam Yaquby, Dr. Abdul Sattar Abu Ghuddah and Dr. Mohamed Daud Bakar and the NCB Capital Company *Shari’ah* Board. Prospective Certificateholders should not rely on such approvals in deciding whether to make an investment in the Trust Certificates and should consult their own *Shari’ah* advisers as to whether the proposed transaction described in such approvals is in compliance with their individual standards of compliance with *Shari’ah* principles.

This Base Prospectus should be read and construed together with any amendment or supplement hereto. In relation to a Tranche of Trust Certificates, this Base Prospectus should be read and construed together with the Final Terms.

Arrangers and Dealers

Citigroup

HSBC

J.P. Morgan

Dealers

BNP PARIBAS

Deutsche Bank

NCB Capital

The date of this Base Prospectus is 4 April 2017.

## RESPONSIBILITY STATEMENT

This Base Prospectus comprises a base prospectus for the purposes of Article 5.4 of the Prospectus Directive to the extent that such amendments have been implemented in a relevant member state of the EU (an “**EU Member State**”) and for the purpose of giving information with regard to the Trustee, the Kingdom and the Trust Certificates which, according to the particular nature of the Trustee, the Kingdom and the Trust Certificates, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position and prospects of the Trustee and the Kingdom.

Each of the Trustee and the Kingdom accepts responsibility for the information contained in this Base Prospectus. To the best of the knowledge and belief of each of the Trustee and the Kingdom (each having taken all reasonable care to ensure that such is the case), the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. The opinions, assumptions, intentions, projections and forecasts expressed in this Base Prospectus with regard to the Trustee and the Kingdom are honestly held by the Trustee and the Kingdom, not misleading in any material respect, have been reached after considering all relevant circumstances and are based on reasonable assumptions.

Where information has been sourced from a third party (other than a state agency or Government department, in respect of which the Trustee and the Kingdom accept responsibility), the Trustee and the Kingdom confirm that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by such third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of any third party information contained in this Base Prospectus is stated where such information appears in this Base Prospectus.

Each Tranche (as defined herein) of Trust Certificates will be issued on the terms set out herein under “*Terms and Conditions of the Trust Certificates*” (the “**Conditions**”), as completed by the Final Terms. This Base Prospectus must be read and construed together with any supplements hereto and with any information incorporated by reference herein and, in relation to any Tranche of Trust Certificates which is the subject of Final Terms, must be read and construed together with the Final Terms.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Programme or any information supplied by the Trustee or the Kingdom, or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the Trustee, the Kingdom, the Delegate, any Arranger or any Dealer.

The Delegate, the Arrangers, the Dealers and the Agents (as defined herein) have not independently verified the information contained herein. Accordingly, none of the Delegate, the Arrangers, the Dealers, the Agents or any of their respective affiliates makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Base Prospectus.

Neither this Base Prospectus nor any Final Terms are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Trustee, the Kingdom, the Delegate, the Arrangers or the Dealers that any recipient of this Base Prospectus or any Final Terms should purchase the Trust Certificates. Each potential purchaser of Trust Certificates should determine for itself the relevance of the information contained in this Base Prospectus and any Final Terms and its purchase of Trust Certificates should be based upon such investigation as it deems necessary.

**EACH PROSPECTIVE INVESTOR IS ADVISED TO CONSULT ITS OWN TAX ADVISER, LEGAL ADVISER, SHARI’AH ADVISER AND BUSINESS ADVISER AS TO TAX, LEGAL, SHARI’AH AND BUSINESS MATTERS CONCERNING THE PURCHASE OF ANY TRUST CERTIFICATES.**

None of the Delegate, the Arrangers or the Dealers undertakes to review the fiscal condition or affairs of the Trustee or the Kingdom during the life of the arrangements contemplated by this Base Prospectus and any Final Terms nor to advise any investor or potential investor in the Trust Certificates of any information coming to the attention of any of the Delegate, the Arrangers or the Dealers.

## IMPORTANT NOTICES

Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Trust Certificate shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or, if applicable, the date upon which this Base

Prospectus has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the condition (fiscal, economic, political or otherwise), general affairs or prospects of the Trustee or the Kingdom since the date hereof or, if applicable, the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of the Trust Certificates in certain jurisdictions may be restricted by law. Accordingly, no Trust Certificates may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering materials may be distributed or published in any jurisdiction, except in circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Trustee, the Kingdom, the Delegate, the Arrangers and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Trust Certificates and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Trust Certificates, see “*Subscription and Sale*”. In particular, the Trust Certificates have not been and will not be registered under the Securities Act and may be subject to U.S. tax law requirements. In addition, neither the Trust (as defined herein) nor the Trustee has been or will be registered under the Investment Company Act.

The Trustee is offering the Trust Certificates in reliance on an exemption from registration under the U.S. Securities Act for an offer and sale of securities that do not involve a public offering. The Trustee has not been and will not be registered under the Investment Company Act, in reliance on the exemption provided by Section 3(c)(7) thereof. The Trust Certificates are subject to restrictions on transferability and resale, which are described under “*Subscription and Sale*” and “*Transfer Restrictions*.” By possessing this Base Prospectus or purchasing any Trust Certificate, you will be deemed to have represented and agreed to all of the provisions contained in that section of this Base Prospectus. You should be aware that you may be required to bear the financial risks of this investment for an indefinite period of time.

The Trustee is considered to be a “covered fund” for the purposes of the “Volcker Rule” contained in Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “**Volcker Rule**”). The Volcker Rule generally prohibits “banking entities” (which is broadly defined to include U.S. banks and bank holding companies and many non-U.S. banking entities, together with their respective subsidiaries and other affiliates) from: (i) engaging in proprietary trading; (ii) acquiring or retaining an ownership interest in or sponsoring a “covered fund”; and (iii) entering into certain relationships with such funds. “Ownership interest” under the Volcker Rule is defined broadly to include any participation or other interest that entitles the holder of such interest to, amongst other things: (i) vote to remove management or otherwise, other than as a creditor exercising remedies upon an event of default; (ii) share in the income, gains, profits or excess spread of the covered fund; or (iii) receive underlying assets of the covered fund. The acquisition of the Trust Certificates may be considered an acquisition of an “ownership interest” (as that term is used in the Volcker Rule) in a “covered fund”. Accordingly, entities that may be banking entities for the purposes of the Volcker Rule may be restricted from holding the Trust Certificates.

**Any prospective investor in the Trust Certificates, including a U.S. or foreign bank or a subsidiary or other affiliate thereof, should consult its own legal advisors regarding such matters and other effects of the Volcker Rule. See “*Risk Factors—Risks Related to the Trust Certificates—The Trustee is a “covered fund” for purposes of the Volcker Rule, which could negatively affect the liquidity and the value of the Trust Certificates*” and “*Transfer Restrictions*.”**

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Trust Certificates is intended to provide the basis of any credit or other evaluation. Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Trust Certificates and should not be considered as a recommendation by the Trustee, the Kingdom, the Delegate, the Arrangers, the Dealers or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Trust Certificates. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Trustee and the Kingdom.

The Trust Certificates may not be a suitable investment for all investors. Each potential investor in the Trust Certificates must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Trust Certificates, the merits and risks of investing in the Trust Certificates and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Trust Certificates and the impact the Trust Certificates will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Trust Certificates, including Trust Certificates with principal or profit payable in one or more currencies, or where the currency for principal or profit payments is different from the potential investor's currency;
- (d) understand thoroughly the terms of the Trust Certificates and be familiar with the behaviour of any relevant indices and financial markets; and
- (e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal and tax advisers to determine whether and to what extent: (i) the Trust Certificates are legal investments for it; (ii) the Trust Certificates can be used as collateral for various types of borrowing; and (iii) other restrictions apply to its purchase or pledge of any Trust Certificates. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Trust Certificates under any applicable risk-based capital or similar rules.

#### **SUPPLEMENTS TO THIS BASE PROSPECTUS**

The Trustee and the Kingdom have agreed to comply with any undertakings given by it from time to time to the Irish Stock Exchange in connection with Trust Certificates in a Series (as defined herein) to be listed on the Official List of the Irish Stock Exchange and, without prejudice to the generality of the foregoing, shall in connection with the listing of the Trust Certificates on the Official List of the Irish Stock Exchange or on any other relevant stock exchange, so long as any Trust Certificate remains outstanding, prepare a supplement to this Base Prospectus, or, as the case may be, publish in a new Base Prospectus, whenever required by the requirements of the Prospectus Directive, the rules of the Irish Stock Exchange or, if applicable, the rules of any other relevant stock exchange. In the event that a supplement to this Base Prospectus is produced pursuant to such undertakings, a copy of such supplement will accompany this Base Prospectus. Any such supplement to this Base Prospectus will also be available from the specified office of the Principal Paying Agent. See "*General Information—Documents on Display*".

#### **NOTICE TO U.S. INVESTORS**

This Base Prospectus may be submitted on a confidential basis in the United States to a limited number of QIBs that are also QPs (within the meaning of the Investment Company Act) for informational use solely in connection with the consideration of the purchase of certain Trust Certificates which may be issued under the Programme. Its use for any other purpose in the United States is not authorised. It may not be copied or reproduced in whole or in part nor may it be distributed or any of its contents disclosed to anyone other than the prospective investors to whom it is originally submitted.

The Trust Certificates may be offered or sold within the United States only to QIBs that are also QPs in transactions exempt from registration under the Securities Act in reliance on Rule 144A under the Securities Act or another applicable exemption. The Trust Certificates have not been and will not be registered under the U.S. Securities Act and the Trust Certificates may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, registration requirements of the U.S. Securities Act. Neither the Trust nor the Trustee has been or will be registered under the Investment Company Act, in reliance on the exemption provided by Section 3(c)(7). Any U.S. purchaser of Trust Certificates is hereby notified that the

offer and sale of any Trust Certificates to it may be being made in reliance upon the exemption from the registration requirements of Section 5 of the Securities Act provided by Rule 144A.

Each purchaser or holder of Trust Certificates represented by a Restricted Global Trust Certificate or any Trust Certificates issued in registered form in exchange or substitution therefor (together “**Legended Trust Certificates**”) will be deemed, by its acceptance or purchase of any such Legended Trust Certificates, to have made certain representations and agreements intended to restrict the resale or other transfer of such Trust Certificates as set out in “*Subscription and Sale*” and “*Transfer Restrictions*”.

NEITHER THE PROGRAMME NOR THE TRUST CERTIFICATES HAVE BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER U.S. REGULATORY AUTHORITY, NOR HAS ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF ANY OFFERING OF TRUST CERTIFICATES OR THE ACCURACY OR ADEQUACY OF THIS INFORMATION MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

#### NOTICE TO INVESTORS IN THE EUROPEAN ECONOMIC AREA

This Base Prospectus has been prepared on the basis that any offer of Trust Certificates in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Trust Certificates. Accordingly any person making or intending to make an offer in that Relevant Member State of Trust Certificates which are the subject of an offering contemplated in this Base Prospectus as completed by the Final Terms in relation to the offer of those Trust Certificates may only do so in circumstances in which no obligation arises for the Trustee, the Kingdom or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer.

#### NOTICE TO UNITED KINGDOM RESIDENTS

Any Trust Certificates to be issued under the Programme which do not constitute “*alternative finance investment bonds*” (“**AFIBs**”) within the meaning of Article 77A of the Financial Services and Markets Act 2000 (Regulated Activities) (Amendment) Order 2010 will represent interests in a collective investment scheme (as defined in the Financial Services and Markets Act 2000 (the “**FSMA**”)) which has not been authorised, recognised or otherwise approved by the United Kingdom Financial Conduct Authority. Accordingly, this Base Prospectus is not being distributed to, and must not be passed on to, the general public in the United Kingdom.

The distribution in the United Kingdom of this Base Prospectus, any Final Terms and any other marketing materials relating to the Trust Certificates is being addressed to, or directed at: (A) if the Trust Certificates are AFIBs and the distribution is being effected by a person who is not an authorised person under the FSMA, only the following persons: (i) persons who are Investment Professionals as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “**Financial Promotion Order**”); (ii) persons falling within any of the categories of persons described in Article 49 of the Financial Promotion Order; and (iii) any other person to whom it may otherwise lawfully be made in accordance with the Financial Promotion Order; and (B) if the Trust Certificates are not AFIBs and the distribution is effected by a person who is an authorised person under the FSMA, only the following persons: (i) persons falling within one of the categories of Investment Professional as defined in Article 14(5) of the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 (the “**Promotion of CISs Order**”); (ii) persons falling within any of the categories of person described in Article 22 (High net worth companies, unincorporated associations, etc.) of the Promotion of CISs Order and (iii) any other person to whom it may otherwise lawfully be made in accordance with the Promotion of CISs Order. Persons of any other description in the United Kingdom may not receive and should not act or rely on this Base Prospectus, any Final Terms or any other marketing materials in relation to the Trust Certificates.

Potential investors in the United Kingdom in any Trust Certificates which are not AFIBs are advised that all, or most, of the protections afforded by the United Kingdom regulatory system will not apply to an investment in such Trust Certificates and that compensation will not be available under the United Kingdom Financial Services Compensation Scheme.

Individuals intending to invest in any investment described in this Base Prospectus should consult their professional adviser and ensure that they fully understand all the risks associated with making such an investment and that they have sufficient financial resources to sustain any loss that may arise from such investment.

## **NOTICE TO RESIDENTS OF THE KINGDOM OF SAUDI ARABIA**

This Base Prospectus may not be distributed in Saudi Arabia except to such persons as are permitted under the Offers of Securities Regulations issued by the Capital Market Authority of the Kingdom (the “**Capital Market Authority**”).

The Capital Market Authority does not make any representations as to the accuracy or completeness of this Base Prospectus and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this Base Prospectus. Prospective purchasers of Trust Certificates issued under the Programme should conduct their own due diligence on the accuracy of the information relating to the Trust Certificates. If a prospective purchaser does not understand the contents of this Base Prospectus, he or she should consult an authorised financial adviser.

## **NOTICE TO RESIDENTS OF THE KINGDOM OF BAHRAIN**

This Base Prospectus does not constitute an offer of securities in the Kingdom of Bahrain in terms of Article (81) of the Central Bank and Financial Institutions Law 2006 (decree Law No. 64 of 2006). This Base Prospectus and any related offering documents have not been and will not be registered as a prospectus with the Central Bank of Bahrain. Accordingly, no securities may be offered, sold or made the subject of an invitation for subscription or purchase nor will this Base Prospectus or any other related document or material be used in connection with any offer, sale or invitation to subscribe or purchase securities, whether directly or indirectly, to persons in the Kingdom of Bahrain, other than to ‘accredited investors’, as such term is defined by the Central Bank of Bahrain.

The Central Bank of Bahrain has not reviewed, approved or registered this Base Prospectus or any related offering documents and it has not in any way considered the merits of the Trust Certificates to be offered for investment, whether in or outside the Kingdom of Bahrain. Therefore, the Central Bank of Bahrain assumes no responsibility for the accuracy and completeness of the statements and information contained in this Base Prospectus and expressly disclaims any liability whatsoever for any loss howsoever arising from reliance upon the whole or any part of the content of this Base Prospectus. No offer of securities will be made to the public in the Kingdom of Bahrain and this Base Prospectus must be read by the addressee only and must not be issued, passed to, or made available to the public generally.

## **NOTICE TO RESIDENTS OF THE STATE OF QATAR**

This Base Prospectus does not and is not intended to constitute an offer, sale or delivery of Trust Certificates or other debt financing instruments under the laws of the State of Qatar and has not been and will not be reviewed or approved by or registered with the Qatar Financial Markets Authority or the Qatar Central Bank. The Trust Certificates are not and will not be traded on the Qatar Exchange.

## **NOTICE TO RESIDENTS OF THE CAYMAN ISLANDS**

No invitation, whether directly or indirectly, may be made to any member of the public of the Cayman Islands to subscribe for any Trust Certificates and this Base Prospectus shall not be construed as an invitation to any member of the public of the Cayman Islands to subscribe for Trust Certificates.

## **NOTICE TO RESIDENTS OF MALAYSIA**

The Trust Certificates may not be offered for subscription or purchase and no invitation to subscribe for or purchase the Trust Certificates in Malaysia may be made, directly or indirectly, and this Prospectus or any document or other materials in connection therewith may not be distributed in Malaysia other than to persons falling within the categories set out in Schedule 6 or Section 229(1)(b), Schedule 7 or Section 230(1)(b) and Schedule 8 or Section 257(3) of the Capital Market and Services Act 2007 of Malaysia.

The Securities Commission of Malaysia shall not be liable for any non-disclosure on the part of the Trustee or the Kingdom and assumes no responsibility for the correctness of any statements made or opinions or reports expressed in this Base Prospectus.

## PRESENTATION OF STATISTICAL AND OTHER INFORMATION

### Presentation of Statistical Information

Statistical data appearing in this Base Prospectus has, unless otherwise stated, been obtained from, among others, the General Authority for Statistics (“**GASTAT**”), the Saudi Arabian Monetary Authority (“**SAMA**”), the Ministry of Finance, the Ministry of Economy and Planning, Saudi Aramco, the Ministry of Energy, Industry and Mineral Resources, the CMA, the Saudi Commission for Tourism and National Heritage (“**SCTH**”), the Communications and Information Technology Commission (the “**CITC**”), the General Railway Organisation, the Saudi Ports Authority, the Ministry of Transport, the General Authority of Civil Aviation (“**GACA**”), the Public Pension Agency (the “**PPA**”), the General Organisation for Social Insurance (the “**GOSI**”) and the Saudi Fund for Development (the “**SFD**”). Some statistical information has also been derived from information publicly made available by third parties, including the United Nations (the “**UN**”), the World Bank, the World Trade Organisation (the “**WTO**”), the Organisation of the Petroleum Exporting Countries (“**OPEC**”), the International Monetary Fund (the “**IMF**”) and other third parties. Where such third party information has been so sourced the source is stated where it appears in this Base Prospectus. The Trustee and the Kingdom confirm that such information has been accurately reproduced. Similar statistics may be obtainable from other sources, but the underlying assumptions, methodology and, consequently, the resulting data may vary from source to source.

Although every effort has been made to include in this Base Prospectus the most reliable and the most consistently presented data, no assurance can be given that such data was compiled or prepared on a basis consistent with international standards.

Annual information presented in this Base Prospectus is based upon 1 January to 31 December periods, unless otherwise indicated. Notwithstanding the foregoing, for the purposes of the Government’s budget (the details of which are set forth in “*Public Finance*”), the Government’s fiscal year commences on 31 December and ends on 30 December in the following year. References in this Base Prospectus to a specific “**fiscal year**” are to the 12-month period commencing on 31 December of the preceding calendar year and ending on 30 December of the specified year.

### Certain Defined Terms and Conventions

Capitalised terms which are used but not defined in any particular section of this Base Prospectus will have the meaning attributed thereto in “*Terms and Conditions of the Trust Certificates*” or any other section of this Base Prospectus. In addition, all references in this Base Prospectus to:

- “**Saudi Arabia**” or to the “**Kingdom**” are to the Kingdom of Saudi Arabia;
- the “**Government**” are to the government of Saudi Arabia;
- “**bpd**” are to barrels per day;
- “**GW**” are to gigawatts;
- “**GWh**” are to gigawatt hours;
- “**kg**” are to kilograms;
- “**km**” are to kilometres;
- “**MW**” are to megawatts;
- “**mtpy**” are to million tonnes per year;
- “**scfd**” are to square cubic feet per day;
- “**TEUs**” are to twenty-foot equivalent units;
- “**tonnes**” are to metric tonnes; and
- “**TWh**” are to terawatt hours.

Certain figures and percentages included in this Base Prospectus have been subject to rounding adjustments; accordingly figures shown in the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

## Currencies and Exchange Rates

All references in this Base Prospectus to:

- “**Saudi riyals**”, “**riyals**” and “**SAR**” refer to Saudi riyals, the legal currency of Saudi Arabia for the time being;
- “**U.S. dollars**”, “**dollars**”, “**U.S.\$**” and “**\$**” refer to United States dollars, the legal currency of the United States for the time being;
- “**pounds sterling**”, “**pounds**”, “**GBP**” and “**£**” refer to pounds sterling, the legal currency of the United Kingdom for the time being; and
- “**euro**”, “**EUR**” and “**€**” refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended.

The Saudi riyal has been pegged to the U.S. dollar at a fixed exchange rate of SAR 3.75 = U.S.\$1.00 and, unless otherwise indicated, U.S. dollar amounts in this Base Prospectus have been converted from Saudi riyal at this exchange rate.

## Websites and Web Links

The websites and/or web links referred to in this Base Prospectus are included for information purposes only and the content of such websites or web links is not incorporated into, and does not form part of, this Base Prospectus.

## Presentation of certain other information

The language of the Base Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

## FORWARD-LOOKING STATEMENTS

Certain statements included in this Base Prospectus may constitute “forward looking statements” within the meaning of Section 27A of the Securities Act and Section 21E of the United States Exchange Act of 1934, as amended (the “**Exchange Act**”). However, this Base Prospectus is not entitled to the benefit of the safe harbour created thereby. These forward-looking statements can be identified by the use of forward-looking terminology, including the terms “believes”, “estimates”, “anticipates”, “projects”, “expects”, “intends”, “may”, “will”, “seeks” or “should” or, in each case, their negative or other variations or comparable terminology, or in relation to discussions of strategy, plans, objectives, goals, future events or intentions. Forward-looking statements are statements that are not historical facts, including statements about the beliefs and expectations of the Trustee and the Kingdom. These statements are based on current plans, estimates and projections and, therefore, undue reliance should not be placed on them. Forward-looking statements speak only as of the date they are made. Although the Kingdom believes that beliefs and expectations reflected in such forward-looking statements are reasonable, no assurance can be given that such beliefs and expectations will prove to have been correct. Forward looking statements include, but are not limited to: (i) plans with respect to the implementation of economic policy; (ii) expectations about the behaviour of the economy if certain economic policies are implemented; (iii) the outlook for gross domestic product (“**GDP**”), inflation, exchange rates, interest rates, commodity prices, foreign investment, balance of payments, trade and fiscal balances; and (iv) estimates of external debt repayment and debt service.

Forward-looking statements involve inherent risks and uncertainties. A number of important factors could cause actual results to differ materially from those expressed in any forward-looking statement. The information contained in this Base Prospectus identifies important factors that could cause such differences, including, but not limited to:

External factors, such as:

- the impact of changes in the price of oil;
- ongoing political and security concerns in the Middle East;
- global financial conditions;



- present and future exchange rates; and
- economic conditions in the economies of key trading partners of Saudi Arabia;

Domestic factors, such as:

- revenues from crude oil exports;
- the impact of the Government's fiscal consolidation measures;
- the diversification of the Saudi economy;
- the sovereign credit rating assigned to Saudi Arabia;
- changes to estimates of hydrocarbon reserves;
- levels of unemployment;
- foreign currency reserves; and
- the maintenance of the Saudi riyal-U.S. dollar currency peg.

Any forward-looking statements contained in this Base Prospectus speak only as at the date of this Base Prospectus. Without prejudice to any requirements under applicable laws and regulations, the Trustee and the Kingdom expressly disclaim any obligation or undertaking to disseminate after the date of this Base Prospectus any updates or revisions to any forward-looking statements contained herein to reflect any change in expectations thereof or any change in events, conditions or circumstances on which any such forward-looking statement is based.

#### **SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES**

The payments under the Trust Certificates are dependent upon the Kingdom making payments to the Trustee in the manner contemplated under the Transaction Documents. If the Kingdom fails to do so, it may be necessary to bring an action against the Kingdom to enforce its obligations under the Transaction Documents and/or to claim damages, as appropriate.

The Kingdom is a sovereign state and a substantial portion of the assets of the Kingdom are therefore located outside the United States and the United Kingdom. As a result, it may not be possible for investors to effect service of process within the United States and/or the United Kingdom upon the Kingdom or to enforce against it in the United States courts or courts located in the United Kingdom judgments obtained in United States courts or courts located in the United Kingdom, respectively, including judgments predicated upon the civil liability provisions of the securities laws of the United States or the securities laws of any state or territory within the United States.

A substantial part of the Kingdom's assets are located in Saudi Arabia. In the absence of a treaty for the reciprocal enforcement of foreign judgments, the courts of Saudi Arabia are unlikely to enforce a United States or English judgment without re-examining the merits of the claim and may not consequently observe the choice by the parties of English law as the governing law of the Trust Certificates. In addition, the courts of Saudi Arabia may decline to enforce a foreign judgment if certain criteria are not met, including, but not limited to, compliance with public policy of Saudi Arabia. Investors may have difficulties in enforcing any United States or English judgments or arbitral awards against the Kingdom in the courts of Saudi Arabia.

The Trust Certificates are governed by English law and disputes in respect of the Trust Certificates may be settled under the Arbitration Rules of the London Court of International Arbitration in London, England. Saudi Arabia is a signatory to the New York Convention on Recognition and Enforcement of Arbitral Awards (1958) and as such, any arbitral award could be enforceable in Saudi Arabia but subject to filing a legal action for recognition and enforcement of foreign arbitral awards with the Enforcement Departments of the General Courts which can take considerable time. Enforcement in Saudi Arabia of a foreign arbitral award is not certain. For example, there are a number of circumstances in which recognition of an arbitral award under the New York Convention may be declined, including where the award is contrary to the public policy of the receiving state. As a consequence, any arbitral award deemed by a court in Saudi Arabia as contrary to the public policy of Saudi Arabia may not be enforceable in Saudi Arabia.

*See "Risk Factors—Risks relating to enforcement—Investors may experience difficulty in enforcing foreign judgments in Saudi Arabia" and "Risk Factors—Risks relating to enforcement—Holders of Trust Certificates may only be able to enforce the Trust Certificates through arbitration before the London Court of International*

*Arbitration (“LCIA”), and LCIA awards relating to disputes under the Trust Certificates and certain of the Transaction Documents may not be enforceable in Saudi Arabia”.*

### STABILISATION

In connection with the issue of any Tranche of Trust Certificates, the Dealer or Dealers (if any) named as the stabilising manager(s) in the relevant subscription agreement (the “**Stabilising Manager**”) (or persons acting on behalf of any Stabilising Manager(s)) may over-allot Trust Certificates or effect transactions with a view to supporting the market price of the Trust Certificates at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Trust Certificates is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Trust Certificates and 60 days after the date of the allotment of the relevant Tranche of Trust Certificates. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of a Stabilising Manager(s)) in accordance with all applicable laws and rules.

### CREDIT RISK RETENTION

All capitalised terms used in this section captioned “*Credit Risk Retention*” will have the meanings assigned to them herein, or if not defined herein, in the joint final rules adopted by the Federal Deposit Insurance Corporation, the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Securities and Exchange Commission, the Department of Housing and Urban Development, and the Federal Housing Finance Agency and implementing the credit risk retention requirements of Section 941 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, which were published in the Federal Register on December 24, 2014 (together with any additional requirements, rules and regulations promulgated thereunder from time to time, “**U.S. Risk Retention Rules**”).

The U.S. Risk Retention Rules were intended to create an alignment of interest between the sponsor of securitization transactions and the investors in those transactions by requiring the sponsor to retain the credit risk of the underlying assets in certain permitted forms.

The Kingdom does not consider the issuance of the securities described above to be a securitization transaction as that term is commonly understood, nor does the holding of the U.S. Retention Interest (as defined below) create the type of alignment of interests intended by the U.S. Risk Retention Rules, given that the underlying assets are, in any event, obligations of the Kingdom. Nonetheless, the Kingdom has concluded, because a trust holds the Kingdom’s obligations, the issuance may be captured, as a technical matter, by the language of the U.S. Risk Retention Rules. These rules define a “*securitization transaction*” as a transaction involving the offer and sale of fixed-income or other securities collateralised by any type of self-liquidating financial asset (including a loan, a lease, a mortgage, or a secured or unsecured receivable) that allows the holder of the security to receive payments that depend primarily on cash flow from the asset.

In certain circumstances, the U.S. Risk Retention Rules require the “*sponsor*” of a securitization transaction or a “*majority-owned affiliate*” thereof to retain an economic interest in the credit risk of the securitized assets related to such securitization transaction. Such risk retention may be in the form of an “eligible vertical interest” which the U.S. Risk Retention Rules define to mean, with respect to any securitization transaction, a single vertical security or an interest in each applicable class of interests in the issuing entity issued as part of such securitization transaction that constitutes the same proportion (and at least five per cent.) of each such class. In the context of the transactions described herein, the applicable classes of interest would include each Tranche of Trust Certificates.

In order to comply with the U.S. Risk Retention Rules, the Kingdom, as the securitization “*sponsor*” under the U.S. Risk Retention Rules, or a “*majority owned affiliate*” thereof, will, to the extent required by the U.S. Risk Retention Rules, purchase on each Issue Date of each Tranche of Trust Certificates an “eligible vertical interest” in the form of at least five per cent. of the aggregate principal amount of such Tranche of Trust Certificates (the “U.S. Retention Interest”) and hold such U.S. Retention Interest on an ongoing basis for so long as required by the U.S. Risk Retention Rules. Such retention obligation will commence as of the initial Issue Date.

None of the Trustee, the Kingdom, the Delegate, the Arrangers, the Dealers, the Agents or their respective affiliates makes any representation, warranty or guarantee that the information described above or in this Base Prospectus or any Final Terms is now, or in the future will be, sufficient in all or any circumstances for purposes of complying with the U.S. Risk Retention Rules or for any other purpose, or that such ownership of the U.S. Retention Interest will satisfy the U.S. Risk Retention Rules, and no such person or entity shall have any liability under this this Base Prospectus or any applicable Final Terms to any prospective investor or any other person or entity with respect to the insufficiency of such information or any failure of the transactions contemplated hereby to satisfy the U.S. Risk Retention Rules or any other applicable legal, regulatory or other requirements. The Kingdom does not have any contractual obligation to change the quantum or nature of its holding of the U.S. Retention Interest due to any future changes in the U.S. Risk Retention Rules or in the interpretation thereof.

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## OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Trust Certificates, the Final Terms that relate thereto.

This overview constitutes a general description of the Programme for the purposes of Article 22.5(3) of Commission Regulation (EC) No 809/2004 implementing the Prospectus Directive.

Words and expressions defined in “*Form of the Trust Certificates*” and “*Terms and Conditions of the Trust Certificates*” shall have the same meanings in this overview.

### Issuer, Trustee, Seller and Primary

**Rab-ul-Maal** . . . . . KSA Sukuk Limited, an exempted company with limited liability incorporated in accordance with the laws of, and formed and registered in, the Cayman Islands. The Trustee has been incorporated solely for the purpose of participating in the transactions contemplated by the Transaction Documents (as defined below).

**Ownership of the Trustee** . . . . . The authorised share capital of the Trustee is U.S.\$50,000 consisting of 50,000 shares with a nominal value of U.S.\$1 each, of which 1 share is fully paid up and issued. The Trustee’s entire issued share capital is held by the Kingdom.

**Administration of the Trustee** . . . . . The affairs of the Trustee are managed by Walkers Corporate Limited (the “**Trustee Administrator**”), who provide, amongst other things, certain administrative services for and on behalf of the Trustee.

### Purchaser and Infrastructure

**Mudareb** . . . . . The Kingdom of Saudi Arabia acting through the Ministry of Finance.

### Infrastructure Rab-ul-Maal and Primary Mudareb

. . . . . Onshore Saudi Arabian Sukuk Company, a limited liability company owned by a single shareholder, incorporated in the Kingdom of Saudi Arabia with commercial registration number 1010468791 (the “**Onshore Investment Vehicle**”).

**Description** . . . . . Trust Certificate Issuance Programme.

**Programme Amount** . . . . . The programme is unlimited in amount.

**Risk Factors** . . . . . There are risks relating to the Trust Certificates, which investors should ensure they fully understand. These include the fact that the Trust Certificates may not be suitable investments for all investors, and risks relating to the Trustee, the Kingdom and the market.

See “*Risk Factors*”.

**Arrangers** . . . . . Citigroup Global Markets Limited

HSBC Bank plc

J.P. Morgan Securities plc

**Dealers** . . . . . The Arrangers, BNP Paribas, Deutsche Bank AG, London Branch, NCB Capital Company and any other Dealer appointed from time to time by the Trustee and the Kingdom either generally in respect of the Programme or in relation to a particular Tranche of Trust Certificates.

**Delegate** . . . . . Deutsche Trustee Company Limited

Pursuant to the Master Declaration of Trust, the Trustee shall delegate to the Delegate certain of the present and future duties, powers, trusts, authorities and discretions vested in the Trustee by certain provisions of the Master Declaration of Trust. In particular, the Delegate shall be entitled to (and, in certain circumstances, shall, subject to being indemnified and/or secured and/or pre-funded to its satisfaction, be obliged to) take enforcement action in the name of the Trustee against the Kingdom following a Dissolution Event.

<b>Principal Paying Agent</b> . . . . .	Deutsche Bank AG, London Branch
<b>Reg S Registrar and Reg S Transfer Agent</b> . . . . .	Deutsche Bank Luxembourg S.A.
<b>Rule 144A Paying Agent, Rule 144A Registrar and Rule 144A Transfer Agent</b> . . . . .	Deutsche Bank Trust Company Americas
<b>Irish Listing Agent</b> . . . . .	Matheson
<b>Currencies</b> . . . . .	Trust Certificates may be denominated in any currency or currencies, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements, as agreed between the Trustee, the Kingdom and the relevant Dealer(s).
<b>Final Terms</b> . . . . .	Trust Certificates issued under the Programme may be issued pursuant to this Base Prospectus and the Final Terms. The terms and conditions applicable to any particular Tranche of Trust Certificates will be the terms and conditions set out herein (the “ <b>Conditions</b> ”), as completed by the Final Terms.
<b>Listing and Trading</b> . . . . .	Application has been made to the Irish Stock Exchange for Trust Certificates to be admitted to the Official List and trading on the Irish Stock Exchange’s regulated market.  Trust Certificates may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Trustee, the Kingdom and the relevant Dealer(s) in relation to the relevant Series. Trust Certificates which are neither listed nor admitted to trading on any market may also be issued.  The Final Terms will state whether or not the relevant Trust Certificates are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.
<b>Clearing Systems</b> . . . . .	Euroclear Bank SA/NV (“ <b>Euroclear</b> ”), Clearstream Banking, S.A. (“ <b>Clearstream</b> ”) and/or The Depository Trust Company (“ <b>DTC</b> ”), unless otherwise agreed, and such other clearing system(s) as may be agreed between the Trustee, the Kingdom, the Principal Paying Agent and the relevant Dealer(s).

**Issuance in Series** . . . . . Trust Certificates will be issued in series (each, a “**Series**”) having one or more issue dates and on terms otherwise identical (or identical other than in respect of the issue price and the date of the first payment of profit) to the Trust Certificates of each Series being intended to be interchangeable with all other Trust Certificates of that Series. Each Series may comprise one or more Tranches issued on the same or different issue dates. The specific terms of each Tranche (which will comprise, where necessary, the relevant terms and conditions and, save in respect of the issue date, issue price, date of the first payment of profit and principal amount of the Tranche), will be identical to the terms of other Tranches of the same Series and will be completed in the Final Terms.

**Status of the Trust Certificates** . . . . . The Trust Certificates will evidence an undivided ownership interest of the Certificateholders in the Trust Assets of the relevant Series and the entitlement of each Certificateholder to principal and profit under the Trust Certificates, will be direct, unsubordinated, unsecured and limited recourse obligations of the Trustee and will rank *pari passu*, without preference or priority, with the entitlement of the holders of all other Trust Certificates of the relevant Series issued under the Programme.

The payment obligations of the Kingdom (in any capacity) under the Transaction Documents in respect of each Series of Trust Certificates are and will be the direct, unconditional and (subject to Condition 6 (*Negative Pledge*)), unsecured obligations of the Kingdom and rank and will rank *pari passu* without preference among themselves, with all other unsecured External Indebtedness (as defined in the Conditions) of the Kingdom, from time to time outstanding, *provided, further*, that the Kingdom shall have no obligation to effect equal or rateable payment(s) at any time with respect to any such other External Indebtedness and, in particular, shall have no obligation to pay other External Indebtedness at the same time or as a condition of paying sums under the Transaction Documents in respect of each Series of Trust Certificates, and vice versa.

The full faith and credit of the Kingdom is pledged for the due and punctual payment of amounts due by the Kingdom and the performance of all other obligations of the Kingdom under the Transaction Documents in respect of each Series of Trust Certificates.

**Limited Recourse** . . . . . The proceeds of the Trust Assets are the sole source of payments on the Trust Certificates.

Accordingly, Certificateholders, by subscribing for or acquiring the Trust Certificates, acknowledge that they will have no recourse to any assets of the Trustee (other than the Trust Assets) (including, in particular, other assets comprised in other trusts, if any), the Onshore Investment Vehicle (to the extent that it fulfils all of its obligations under the Transaction Documents), the Kingdom (to the extent that it fulfils all of its obligations under the Transaction Documents), the Delegate, the Agents, or any of their respective affiliates, shareholders, directors, officers or corporate service providers in respect of any shortfall in the expected amounts from the Trust Assets to the extent the Trust Assets have been exhausted, following which all obligations of the Trustee, the Kingdom, the Onshore Investment Vehicle, the Delegate, the Agents and their respective affiliates, directors and agents shall be extinguished.

<b>Trust Assets</b> . . . . .	The Trust Assets of the relevant Series will be all of the Trustee’s rights, title, interest and benefit, present and future, in, to and under: (i) the relevant Murabaha Assets and the Mudaraba Assets; (ii) the Transaction Documents (other than: (A) in relation to any representations given to the Trustee and/or the Delegate by the Kingdom pursuant to any of the Transaction Documents and any rights which have been expressly waived by the Trustee in any of the Transaction Documents; and (B) the covenant given to the Trustee and/or the Delegate pursuant to Clause 17.1 ( <i>Remuneration and Indemnification of the Trustee and the Delegate</i> ) of the Master Declaration of Trust); (iii) all monies standing to the credit of the relevant Transaction Account from time to time; and (iv) all proceeds of the foregoing listed in (i) to (iii) above (other than the ordinary share capital of the Trustee and any transaction or corporate benefit fee received by the Trustee) (the “ <b>Trust Assets</b> ”), and such Trust Assets will be held by the Trustee upon trust absolutely for the Certificateholders pro rata according to the principal amount of Trust Certificates held by each Certificateholder for the relevant Series.
<b>Issue Price</b> . . . . .	Trust Certificates may be issued on a fully paid basis and at an issue price as specified in the Final Terms. The price and amount of Trust Certificates to be issued under the Programme will be determined by the Trustee, the Kingdom and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.
<b>Maturities</b> . . . . .	The Trust Certificates may have any maturity as agreed between the Trustee, the Kingdom and the relevant Dealer(s), subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements.
<b>Forms of Trust Certificates</b> . . . . .	Trust Certificates may only be issued in registered form. Each Tranche of Trust Certificates will be represented by either: <ul style="list-style-type: none"> <li>(i) Individual Trust Certificates; or</li> <li>(ii) one or more Unrestricted Global Trust Certificates in the case of Trust Certificates sold outside the United States in reliance on Regulation S and/or one or more Restricted Global Trust Certificates in the case of Trust Certificates sold to QIBs, that are also QPs, in reliance on Rule 144A, in each case as specified in the Final Terms.</li> </ul>



Each Trust Certificate represented by an Unrestricted Global Trust Certificate will be registered in the name of a common depository (or its nominee) for Euroclear and/or Clearstream, registered in the name of Cede & Co., as nominee for DTC, if such Unrestricted Global Trust Certificate will be held for the benefit of Euroclear and/or Clearstream through DTC and/or any other relevant clearing system and the relevant Unrestricted Global Trust Certificate will be deposited on or about the issue date with the common depository or such other nominee or custodian.

Each Trust Certificate represented by a Restricted Global Trust Certificate will be registered in the name of Cede & Co. (or such other entity as is specified in the Final Terms), as nominee for DTC, and the relevant Restricted Global Trust Certificate will be deposited on or about the issue date with the DTC Custodian. Beneficial interests in Trust Certificates represented by a Restricted Global Trust Certificate may only be held through DTC at any time.

- Scheduled Dissolution** . . . . . Subject to any purchase and cancellation or early dissolution, the Trust Certificates will be redeemed at par on such dates and in such manner as may be specified in the Final Terms.
- Optional Dissolution** . . . . . Trust Certificates may be redeemed before their stated maturity at the option of the Kingdom (either in whole or in part) and/or the Certificateholders to the extent (if at all) specified in the Final Terms.
- Early Dissolution for Tax Reasons** . . . . . Where: (i) the Trustee has or will become obliged to pay any additional amounts in respect of the Trust Certificates; or (ii) the Kingdom has or will become obliged to pay any additional amounts under the Transaction Documents, in each case as a result of a change in the laws of the Cayman Islands or any political subdivision or any authority thereof or therein having power to tax, and where such obligation cannot be avoided by the Trustee or the Kingdom, as applicable, taking reasonable measures available to it, the Trustee may redeem the Trust Certificates in whole but not in part at an amount equal to the relevant Early Dissolution Amount (Tax) together with any due but unpaid Periodic Distribution Amounts on the Tax Dissolution Date in accordance with Condition 11.2 (*Early Dissolution for Tax Reasons*).
- Periodic Distribution Amounts** . . . . . Certificateholders are entitled to receive Periodic Distribution Amounts calculated in accordance with the Conditions on the basis specified in the Final Terms.
- Denominations** . . . . . The Trust Certificates will be issued in such denominations as may be agreed between the Trustee, the Kingdom and the relevant Dealer(s) and as specified in the Final Terms (the “**Specified Denomination**”), subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. The minimum denomination of each Trust Certificate shall be U.S.\$200,000 (or, if the Trust Certificates are denominated in a currency other than U.S.\$, the equivalent amount in such currency as at the date of the issue of the Trust Certificates).

Trust Certificates (including Trust Certificates denominated in Sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Trustee in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the Financial Services and Markets Act 2000 (“FSMA”) will have a minimum denomination of £100,000 (or its equivalent in another currency).

**Negative Pledge** . . . . . The Trust Certificates will have the benefit of a negative pledge given by the Kingdom, as described in Condition 6 (*Negative Pledge*).

**Cross Acceleration** . . . . . The Trust Certificates will have the benefit of a cross-acceleration clause in relation to the Kingdom, as described in Condition 14 (*Dissolution Events*).

**Trustee Covenants** . . . . . The Trustee has agreed to certain restrictive covenants as set out in Condition 8.1 (*Trustee Covenants*).

**Onshore Investment Vehicle Covenants** . . . . . The Onshore Investment Vehicle has agreed to certain restrictive covenants in the Primary Mudaraba Agreement as set out in Condition 8.2 (*Onshore Investment Vehicle Covenants*).

**Meetings of Certificateholders** . . . . . The Conditions contain a “collective action” clause, which permits defined majorities to bind all Certificateholders, as described in Condition 19 (*Meetings of Certificateholders; Written Resolutions; Electronic Consents*).

If the Trustee, or the Kingdom, as the case may be, issues future securities, which contain collective action clauses in substantially the same form as the collective action clause in the Conditions, Trust Certificates would be capable of aggregation for voting purposes with any such future securities, thereby allowing “cross-series” modifications to the terms and conditions of all affected series of Trust Certificates (even, in some circumstances, where majorities in certain Series did not vote in favour of the modifications being voted on).

See “*Risk Factors—Risks relating to the Trust Certificates and the Market Generally—The Conditions contain provisions which may permit the amendment or modification of the Trust Certificates without the consent of the holders of all Trust Certificates*”.

**Taxation** . . . . . All payments in respect of the Trust Certificates will be made without deduction for or on account of withholding taxes imposed by the Cayman Islands and Saudi Arabia in accordance with Condition 13 (*Taxation*). In the event that any such deduction is made, the Trustee will, save in certain limited circumstances provided in Condition 13 (*Taxation*), be required to pay additional amounts to cover the amounts so deducted. See “*Taxation*” for a description of certain tax considerations applicable to the Trust Certificates.

**ERISA Considerations** . . . . . Plans and other entities subject to ERISA or Section 4975 of the U.S. Tax Code or, subject to certain exceptions, plans subject to similar laws may not acquire Trust Certificates (or any interest in a Trust Certificate). See “*ERISA Considerations*”.

**Credit Ratings** . . . . . The credit rating of certain Series of Trust Certificates to be issued under the Programme may be specified in the Final Terms.

A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning credit rating agency.

Trust Certificates issued under the Programme may be rated or unrated. Where a Tranche is rated, the applicable rating(s) will be specified in the Final Terms. Whether or not each credit rating applied for in relation to a relevant Tranche of Trust Certificates will be (a) issued by a credit rating agency established in the EEA and registered under the CRA Regulation, or (b) issued by a credit rating agency which is not established in the EEA but will be endorsed by a credit rating agency which is established in the EEA and registered under the CRA Regulation or (c) issued by a credit rating agency which is not established in the EEA but which is certified under the CRA Regulation will also be disclosed in the relevant Final Terms. The list of credit rating agencies registered and/or certified under the CRA Regulation is available on the ESMA website:

<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>  
(last updated 1 December 2015).

**Selling Restrictions and Transfer**

**Restrictions** . . . . . For a description of certain restrictions on offers, sales and deliveries of Trust Certificates and on the distribution of offering material in the United States of America, the European Economic Area, the United Kingdom, Saudi Arabia, the Qatar Financial Centre, the Kingdom of Bahrain, the United Arab Emirates, the Dubai International Financial Centre, the Cayman Islands, Japan, Hong Kong, Singapore, Malaysia, State of Kuwait, Switzerland, Indonesia and Brunei and such other restrictions as may be required in connection with the offering and sale of the Trust Certificates, see “*Subscription and Sale*”.

There are restrictions on the transfer of Trust Certificates sold pursuant to Regulation S and Rule 144A. See “*Transfer Restrictions*”.

**Transaction Documents** . . . . . The Transaction Documents are the Master Declaration of Trust, each Supplemental Declaration of Trust, the Agency Agreement, the Primary Mudaraba Agreement, the Infrastructure Mudaraba Agreement, the Master Murabaha Agreement, each Murabaha Transaction and each Declaration of Sharing of Assets.

**Governing Law** . . . . . The Trust Certificates of each Series and any non-contractual obligations arising out of or in connection with the Trust Certificates of each Series will be governed by, and construed in accordance with, English law.

The Master Declaration of Trust, each Supplemental Declaration of Trust, the Programme Agreement, the Agency Agreement, the Master Murabaha Agreement, each Murabaha Transaction and each Declaration of Sharing of Assets and any non-contractual obligations arising out of or in connection with the same will be governed by, and construed in accordance with, English law.

The Primary Mudaraba Agreement and the Infrastructure Mudaraba Agreement and any non-contractual obligations arising out of or in connection with the same, will be governed by, and construed in accordance with, the laws of the Kingdom.

**Waiver of Immunity** . . . . . In respect of the Trust Certificates and the Transaction Documents governed by English law, as applicable, each of the Trustee and the Kingdom has waived irrevocably, to the fullest extent permitted by law: (i) any immunity from suit, attachment or execution to which it might otherwise be entitled by virtue of the Kingdom’s sovereign status under the State Immunity Act 1978 of the United Kingdom and/or the Kingdom’s ownership of the Trustee or otherwise in any Dispute which may be instituted pursuant to Condition 25.2 (*Agreement to arbitrate*) in any arbitration having its seat in London, England; and (ii) any immunity from attachment or execution to which it might otherwise be entitled by virtue of the Kingdom’s sovereign status in any other jurisdiction and/or, in respect of the Trustee only, the Kingdom’s ownership thereof, in an action to enforce an arbitral award properly obtained in England and Wales as referred to in paragraph (i) above.

In respect of the Transaction Documents governed by the laws of the Kingdom, each of the Trustee, the Onshore Investment Vehicle and the Kingdom has waived irrevocably, to the fullest extent permitted by law, any immunity from suit, attachment or execution to which it might be entitled by virtue of the Kingdom’s sovereign status in any jurisdiction and/or in respect of the Trustee and the Onshore Investment Vehicle only, the Kingdom’s ownership thereof.

Each of the Trustee’s, the Onshore Investment Vehicle’s and the Kingdom’s waivers of sovereign immunity constitutes a limited and specific waiver and, notwithstanding anything to the contrary in the Conditions, such waiver of immunity does not constitute a waiver of immunity in respect of (i) present or future “premises of the mission” as defined in the Vienna Convention on Diplomatic Relations signed in 1961; (ii) “consular premises” as defined in the Vienna Convention on Consular Relations signed in 1963; (iii) any other property or assets used solely or mainly for governmental or public purposes in the Kingdom or elsewhere; (iv) military property or military assets or property or assets of the Trustee, the Onshore Investment Vehicle or the Kingdom related thereto; (v) rights or immunities or property held by individuals or by entities, agencies, or instrumentalities distinct from the Trustee, the Onshore Investment Vehicle or the Kingdom itself (regardless of their relationship to the Trustee, the Onshore Investment Vehicle or the Kingdom); or (vi) other procedural or substantive rights enjoyed by the Trustee, the Onshore Investment Vehicle or the Kingdom by virtue of the Kingdom’s sovereign status and/or, in respect of the Trustee and the Onshore Investment Vehicle only, the Kingdom’s ownership thereof, besides immunity from suit, attachment, and execution.

## RISK FACTORS

*The purchase of Trust Certificates involves risks and is suitable only for, and should be made only by, investors that are fully familiar with Saudi Arabia in general and that have such other knowledge and experience in financial and business matters as may enable them to evaluate the risks and the merits of an investment in the Trust Certificates. Prior to making an investment decision, prospective investors should consider carefully, in light of their own financial circumstances and investment objectives, all the information set forth herein and, in particular, the risk factors set forth below. Prospective purchasers of Trust Certificates should make such inquiries as they think appropriate regarding the Trust Certificates and Saudi Arabia without relying on Saudi Arabia or the Dealers.*

*Each of the Trustee and the Kingdom believes that the following factors may affect the ability of the Trustee to fulfil its obligations under the Trust Certificates. Most of these factors are contingencies which may or may not occur and neither the Trustee nor the Kingdom is in a position to express a view on the likelihood of any such contingency occurring. In addition, factors which the Trustee and the Kingdom believe are material for the purpose of assessing the market risks associated with the Trust Certificates are also described below.*

*The Trustee and the Kingdom believe that the factors described below represent the principal risks inherent in investing in the Trust Certificates, but the inability of the Trustee to pay any amounts on or in connection with the Trust Certificates may occur for other reasons and neither the Trustee nor the Kingdom represent that the statements below regarding the risks of holding the Trust Certificates are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision.*

### **FACTORS THAT MAY AFFECT THE TRUSTEE'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER TRUST CERTIFICATES ISSUED UNDER THE PROGRAMME**

***The Trustee has no operating history and will depend on receipt of payments from the Kingdom to make payments to Certificateholders***

The Trustee was incorporated under the laws of the Cayman Islands on 14 February 2017 as an exempted company with limited liability. The Trustee will not engage in any business activity other than the issuance of Trust Certificates under the Programme, the acquisition of the Trust Assets as described herein, acting in the capacity of Trustee, the issuance of shares in its capital and other activities incidental or related to the foregoing as required under the Transaction Documents.

The Trustee's only material assets, which will be held on trust for Certificateholders, will be the Trust Assets relating to each Series of Trust Certificates, including its right to receive payments under the relevant Transaction Documents. The ability of the Trustee to pay amounts due on the Trust Certificates of each Series will primarily be dependent upon receipt by the Trustee of all amounts due from the Kingdom under the relevant Transaction Documents. Therefore, the Trustee is subject to all the risks to which the Kingdom is subject, to the extent that such risks could limit the Kingdom's ability to satisfy in full, and on a timely basis, its obligations under the Transaction Documents. See "*—Factors that may affect the Kingdom's ability to fulfil its obligations under the Transaction Documents*".

***The Onshore Investment Vehicle has no operating history and will depend on the receipt of payments from the Kingdom to make payments to the Trustee***

The Onshore Investment Vehicle was incorporated under the laws of the Kingdom on 9 March 2017 as a limited liability company owned by a single shareholder. The Onshore Investment Vehicle will not engage in any business activity other than in its capacity as Primary Mudareb in connection with the investment, from time to time, of Mudaraba Investment Amounts in accordance with the terms of the Primary Mudaraba Agreement and in its capacity as Infrastructure Rab-ul-Maal in connection with the investment, from time to time, of Infrastructure Investment Amounts in accordance with the terms of the Infrastructure Mudaraba Agreement, together with any other activities incidental or related to the foregoing as required under the Transaction Documents.

The Onshore Investment Vehicle will have no material assets and will hold its interest in the relevant Investment Portfolios in which the Infrastructure Investment Amounts are invested from time to time as a mudareb for the Trustee. There is no guarantee of any return from such Investment Portfolios.

***The Trustee is a “covered fund” for purposes of the Volcker Rule, which could negatively affect the liquidity and the value of the Trust Certificates***

Under Section 619 of the U.S. Dodd-Frank Act and the corresponding implementing regulations (the “**Volcker Rule**”), relevant “banking entities” (as defined under the Volcker Rule) are generally prohibited from, among other things, acquiring or retaining any equity, partnership, or other “ownership interest” in, or in “sponsoring”, any “hedge fund” or “private equity fund”, together “covered funds” (each as defined under the Volcker Rule). An “ownership interest” in a covered fund is broadly defined. In addition, in certain circumstances, the Volcker Rule restricts banking entities from entering into certain credit-related transactions with covered funds.

A “hedge fund” and a “private equity fund” are defined widely, and include any issuer which would be required to register as an investment company under the Investment Company Act but for section 3(c)(1) or 3(c)(7) of that Act. As the Trustee is exempt from registration under the Investment Company Act in reliance on the exemption provided by section 3(c)(7) thereof, the Trustee will be a “covered fund” and acquisition of the Trust Certificates may be considered an acquisition of an “ownership interest” in a “covered fund” (as those terms are used in the Volcker Rule).

In the absence of an available exemption to the Volcker Rule, it is expected that the provisions of the Volcker Rule will severely limit the ability of U.S. banking entities (including controlled affiliates of U.S. banking institutions outside the United States) to hold an ownership interest in the Trustee. Any entity that is a “banking entity” as defined under the Volcker Rule and is considering an investment in ownership interests (for purposes of the Volcker Rule) of the Trustee should consult its own legal advisers and consider the potential impact of the Volcker Rule in respect of such investment.

Each investor is responsible for analysing its own position under the Volcker Rule and any similar measures and none of the Trustee, the Kingdom, the Delegate, the Arrangers, the Dealers or the Agents makes any representation regarding such position, including with respect to the ability of any investor to acquire or hold the Trust Certificates, now or at any time in the future.

#### **FACTORS THAT MAY AFFECT THE KINGDOM’S ABILITY TO FULFIL ITS OBLIGATIONS UNDER THE TRANSACTION DOCUMENTS**

***Saudi Arabia’s economy has been, and may continue to be, adversely affected by the current low oil price environment***

The oil sector is a significant contributor to Saudi Arabia’s economy and oil revenues account for a majority of the Government’s total revenues and export earnings. The oil sector accounted for 44.0 per cent. and 43.2 per cent. of Saudi Arabia’s real GDP and 24.5 per cent. and 26.6 per cent. of Saudi Arabia’s nominal GDP in the years ended 31 December 2016 and 2015, respectively, while oil revenues accounted for 64.2 per cent. and 72.9 per cent. of total Government revenues in the fiscal years 2016 and 2015, respectively. Oil exports accounted for 75.1 per cent. of Saudi Arabia’s total exports by value in the year ended 31 December 2015. See “*Economy of Saudi Arabia*”.

As oil is Saudi Arabia’s most important export, any change in oil prices affects various macroeconomic and other indicators, including, but not limited to, GDP, Government revenues, balance of payments and foreign trade. International oil prices have fluctuated significantly over the past two decades, and may remain volatile in the future. More recently, international oil prices have witnessed a significant decline since mid-2014, with the OPEC Reference Basket price (a weighted average of prices per barrel for petroleum blends produced by the OPEC countries) declining from a monthly average of U.S.\$107.89 in June 2014 to a monthly average of U.S.\$26.50 in January 2016, before partially recovering to a monthly average of U.S.\$45.84 in June 2016 and reaching a monthly average of U.S.\$53.37 in February 2017. The price per barrel of Arabian Light Crude Oil (which is produced by Saudi Arabia and constitutes part of the OPEC Reference Basket) has also moved in line with these trends.

As a result of the decrease in Government revenues occasioned by the recent decline in oil prices, in the fiscal year 2014, the Government recorded an actual budget deficit equivalent to 2.3 per cent. of Saudi Arabia’s nominal GDP for the year ended 31 December 2014, its first deficit since 2009. The Government’s actual budget deficit for the fiscal year 2015 increased to 15.0 per cent. of Saudi Arabia’s nominal GDP for the year ended 31 December 2015. The Government’s actual budget deficit for the fiscal year 2016 decreased to 13.0 per cent. of Saudi Arabia’s nominal GDP for the year ending 31 December 2016. The Ministry of Finance has estimated that Saudi Arabia’s budget deficit for the fiscal year 2017 will be SAR 198.0 billion (U.S.\$52.8 billion). See “*Public Finance*”.

In order to finance this budget deficit, the Government has utilised a portion of its reserve assets and incurred additional indebtedness, and may continue to do so in the future, to the extent necessary. The Government's reserve assets amounted to SAR 2,009.2 billion (U.S.\$535.8 billion) as at 31 December 2016, a decrease of 13.1 per cent. compared to reserve assets of SAR 2,311.6 billion (U.S.\$616.4 billion) as at 31 December 2015, which in turn represented a decrease of 15.8 per cent. compared to reserve assets of SAR 2,746.3 billion (U.S.\$732.4 billion) as at 31 December 2014. Any further decline in SAMA's foreign exchange reserves and/or any further domestic borrowing by the Government to finance its deficit, which results in foreign exchange outflows, could have a tightening effect on liquidity and credit expansion unless Government spending is adjusted to offset the impact. See "*Monetary and Financial System—Reserve Assets*". In July 2015, the Government resumed issuing SAR-denominated bonds to government agencies and local banks in the domestic market for the first time since 2007, while in May 2016, Saudi Arabia borrowed U.S.\$10 billion under a five-year term loan facility extended by a syndicate of commercial banks. Furthermore, on 10 October 2016, the Government (acting through the Ministry of Finance) established a Global Medium Term Note Programme (the "**GMTN Programme**") and on 26 October 2016, issued U.S.\$17.5 billion of notes under the GMTN Programme. See "*Indebtedness*".

Saudi Arabia's current account deficit was SAR 212.7 billion (U.S.\$56.7 billion), representing 8.7 per cent. of nominal GDP, in the year ended 31 December 2015, which followed surpluses of SAR 276.6 billion (U.S.\$73.8 billion), representing 9.8 per cent. of nominal GDP, and SAR 507.9 billion (U.S.\$135.4 billion), representing 18.2 per cent. of nominal GDP, in the years ended 31 December 2014 and 2013, respectively. The decline in Saudi Arabia's current account surplus in the year ended 31 December 2014 and the current account deficit in the year ended 31 December 2015 were each principally attributable to a decline in Saudi Arabia's overall trade balance resulting from a decline in the value of Saudi Arabia's oil exports during these periods. Based on preliminary figures for 2016, Saudi Arabia's current account deficit decreased by 56.1 per cent. to SAR 93.4 billion (U.S.\$24.9 billion), representing 3.9 per cent. of nominal GDP, in the year ended 31 December 2016. See "*Balance of Payments and Foreign Trade*".

The current sustained low global oil prices as compared to 2014 can be attributed to a number of factors, including, but not limited to, a decline in demand for oil due to a worsening of global economic conditions, the increase in oil production by other producers and competition from alternative energy sources. In general, international prices for crude oil are also affected by the economic and political developments in oil producing regions, particularly the Middle East; prices and availability of new technologies; and the global climate and other relevant conditions. There can be no assurance that these factors, in combination with others, will not result in a prolonged or further decline in oil prices, which may continue to have an adverse effect on Saudi Arabia's GDP growth, Government revenues, balance of payments and foreign trade.

Furthermore, if Saudi Arabia increases its oil production in the future, there can be no assurance that Saudi Arabia's export earnings will also increase, to the extent that such increase in production is offset by any decline in international oil prices due to conditions in the global oil market. Conversely, if Saudi Arabia decreases its oil production in the future, this could result in a decline in Saudi Arabia's export earnings to the extent that such lower production is not offset by any increase in international oil prices due to conditions in the global oil market.

Potential investors should also note that many of Saudi Arabia's other economic sectors are in part dependent on the oil sector, and the above analysis does not take into account the indirect impact that a prolonged or further decline in oil prices may have on Saudi Arabia's economy. Sectors such as education, healthcare and housing, may, indirectly, be adversely affected by lower levels of economic activity that may result from lower Government revenues from the oil sector.

***There can be no assurance that the Government's fiscal consolidation measures will be successful or that the fiscal consolidation will not have an adverse economic impact***

Following the deficits recorded by the Government in the fiscal years 2015 and 2014, respectively, the Government announced various economic, fiscal, and structural reforms in its budget for the fiscal year 2016, with the objective of consolidating and strengthening Saudi Arabia's public finances (see "*Public Finance*"). The measures announced by the Government to reduce its public expenditure and increase revenues include, among other things, a reduction in fuel, water and energy subsidies, enhanced approval requirements for certain new projects, the implementation of tax on undeveloped land in urban areas and a reduction in the growth of current expenditure through additional controls in respect of new hires in the public sector. The actual budget deficit in the fiscal year 2016 decreased by 14.9 per cent. to

SAR 311.1 billion (U.S.\$83.0 billion) from SAR 365.4 billion (U.S.\$97.5 billion) in the fiscal year 2015. However, there can be no assurance that such fiscal consolidation measures will be successful, that their implementation will be in line with originally envisaged timeframes, or that such measures will be sufficient to offset any unanticipated increases in Government spending beyond the budgeted expenditure. To the extent that the Government is unable to achieve the intended reduction in its overall expenditure, or its expenditure exceeds budgeted amounts, this could increase the demands on the general resources and finances of the Government and, in combination with the reduction in Government revenue from the oil sector, adversely affect Saudi Arabia's public finances and economic condition, including its fiscal consolidation measures.

A number of current and planned major projects in Saudi Arabia rely on contracts awarded by various Government departments, as well as direct capital expenditure by the Government. The Government's public investments in key sectors such as transportation, construction, health, education and housing has increased significantly in recent years, and investment in these areas supports the Government's development goals and economic diversification efforts. To the extent that fiscal consolidation impacts public sector investment in respect of major projects in key sectors of the economy, this could also have a material adverse effect on Saudi Arabia's GDP growth and economic condition.

***There can be no assurance that the Government's efforts to diversify Saudi Arabia's economy will be successful***

While the oil sector contributes to a significant portion of Saudi Arabia's economy (see "*Saudi Arabia's economy may be adversely affected by the current low oil price environment*" above), in recent years the Government has invested heavily in diversifying Saudi Arabia's economy to reduce its reliance on oil revenues (see "*Economy of Saudi Arabia—Economic Policy—Diversification of the Economy*"). The Government has implemented an ongoing series of five-year development plans (the "**Development Plans**") in order to achieve several socio-economic objectives, one of which is the diversification of Saudi Arabia's economic base and sources of national income (see "*Overview of Saudi Arabia—Development Plans*"). In light of the current low oil price environment, the objective of economic diversification in Saudi Arabia has taken on greater significance for the Government, and the Government has in recent years announced various measures aimed at, among other things, achieving increased diversification of Saudi Arabia's economy, including a budgeted SAR 268.4 billion (U.S.\$71.6 billion) expenditure as part of the National Transformation Programme 2020 ("**NTP 2020**") (see "*Overview of Saudi Arabia—Strategy of Saudi Arabia—Vision 2030*").

Saudi Arabia's non-oil sector contributed 74.7 per cent. to Saudi Arabia's total nominal GDP in the year ended 31 December 2016, compared to 72.3 per cent., 56.8 per cent. and 53.0 per cent. in the years ended 31 December 2015, 2014 and 2013, respectively. The contribution of the non-oil sector to Government revenues was 35.8 per cent., 27.1 per cent., 12.5 per cent. and 10.5 per cent. in the fiscal years 2016, 2015, 2014 and 2013, respectively. Non-oil exports accounted for 24.9 per cent., 16.9 per cent. and 14.4 per cent. of Saudi Arabia's total exports by value in the years ended 31 December 2015, 2014 and 2013, respectively. While the contribution of the non-oil sector to Saudi Arabia's economy is gradually increasing on the basis of recent trends, oil exports and oil-related revenues still constitute a high proportion of Saudi Arabia's total export earnings and Government revenues, respectively. There can be no assurance that these trends will continue in the future or that they will continue to a sufficient extent to achieve effective and adequate diversification of the economy. In addition, the recent increase in the contribution of the non-oil sector to Government revenues and total exports can also be partially attributed to the decline in global oil prices since mid-2014 and the consequent significant decrease in Government revenues and export earnings attributable to the oil sector.

Furthermore, there can be no assurance that the Government will be able to successfully implement the objectives of Vision 2030 or the NTP 2020, and any failure to do so, in whole or in part, may result in the Government being unable to achieve the diversification of the economy and its sources of revenue to the required extent. See "*Overview of Saudi Arabia—Vision 2030*". Additionally, to the extent that a prolonged or further decline in oil prices has an adverse impact on Government revenues, this may in turn adversely impact the Government's ability to invest in the diversification of Saudi Arabia's economy. A failure to diversify Saudi Arabia's economy may result in its economy remaining susceptible to the risks associated with the oil sector, and any downturn in the oil sector could result in a slowdown of the entire economy, which, in turn, could have a material adverse effect on Saudi Arabia's GDP growth and financial condition.



***The Government's efforts to diversify Saudi Arabia's economy and effect structural changes may have undesirable effects***

Through Vision 2030, the Government is seeking to implement far-reaching reforms of Saudi Arabia's economy and society. Some of the measures envisaged include the greater participation of Saudi citizens in the private sector, a decrease in certain subsidies historically available to the fuel and energy sectors, as well as the imposition of new taxes and administrative fees. The implementation of these and other similar measures may be a lengthy and complex process, and there can be no assurance that these measures will not have unexpected or undesirable consequences in Saudi Arabia. The implementation of these and other similar measures, in whole or in part, may have a disruptive effect and consequently may have an adverse effect on Saudi Arabia's economic and financial condition.

***Saudi Arabia is located in a region that has been subject to ongoing political and security concerns***

Saudi Arabia is located in a region that is strategically important and parts of this region have been subject to political and security concerns, especially in recent years. Several countries in the region are currently subject to armed conflicts and/or social and political unrest, including conflicts or disturbances in Yemen, Syria, Libya and Iraq, as well as the multinational conflict with 'Da'esh' (also referred to as the 'Islamic State'). In some instances, the recent and ongoing conflicts are a continuation of the significant political and military upheaval experienced by certain regional countries from 2011 onwards, commonly referred to as the 'Arab Spring', which gave rise to several instances of regime change and increased political uncertainty across the region. In addition, tensions have persisted between Saudi Arabia and Iran, as exemplified in January 2016 by Saudi Arabia recalling its ambassador to Iran. Furthermore, in March 2015, a coalition of countries, led by Saudi Arabia and supported by the international community, commenced military action against the Al-Houthi rebels in Yemen. Although the coalition scaled back its military operations in Yemen in March 2016 and a ceasefire was declared in April 2016, the conflict in Yemen is not yet fully resolved, military operations continue at a reduced scale and there can be no assurance that the conflict in Yemen will not continue or re-escalate.

In December 2015, the Government announced the establishment of an intergovernmental military alliance of 34 countries, based at a joint command centre in Riyadh, the primary objective of which is to combat terrorist organisations, including *Da'esh*.

These geopolitical events may contribute to instability in the Middle East and surrounding regions (that may or may not directly involve Saudi Arabia) and may have a material adverse effect on Saudi Arabia's attractiveness for foreign investment and capital, its ability to engage in international trade and, subsequently, its economy and financial condition. Furthermore, such geopolitical events may also contribute to increased defence spending, which could in turn have an adverse impact on Saudi Arabia's fiscal position or the budget available for other projects.

***Saudi Arabia has experienced terrorist attacks and other disturbances in the past***

Saudi Arabia has experienced occasional terrorist attacks and other disturbances in recent years, including incidents in Jeddah, Medina and Qatif in July 2016. There can be no assurance that extremists or terrorist groups will not attempt to target Saudi Arabia or commit or attempt to commit violent activities in the future. Any occurrences or escalation of terrorist incidents or other disturbances in Saudi Arabia could have an adverse impact on Saudi Arabia's economic and financial condition.

***Global financial conditions have had, and similar events in the future may have, an impact on Saudi Arabia's economic and financial condition***

Saudi Arabia's economy may be adversely affected by worsening global economic conditions and external shocks, including the continuing impact of the global financial crisis of 2008-9 and those that could be caused by future significant economic difficulties of its major regional trading partners or by more general "contagion" effects, which could have a material adverse effect on Saudi Arabia's economic growth. In a referendum held in June 2016, voters in United Kingdom voted to exit the European Union. Although the process and timeline of United Kingdom's exit from the European Union has not been determined, the results of the referendum led to a significant depreciation of the pound sterling against other major currencies and created volatility on most major stock exchanges around the world. To the extent that such economic uncertainty continues or the process of the United Kingdom's expected exit from the European Union causes further economic uncertainty and disruption in the global financial markets, this may have adverse consequences for the global economy. No assurance can be given that a further global economic

downturn or financial crisis will not occur and, to the extent that further instability in the global financial markets occurs, it is likely that this would have an adverse effect on the Saudi Arabian financial sector and economy.

#### ***Saudi Arabia's sovereign credit rating may be downgraded in the future***

Saudi Arabia has been assigned the following credit ratings: A1 (stable outlook) by Moody's and A+ (stable outlook) by Fitch. The current credit ratings assigned to Saudi Arabia by Moody's and Fitch are a result of a downgrade by each of these credit ratings agencies from, in the case of Moody's, Aa3 to the current A1 in May 2016 and, in the case of Fitch, from AA- to the current A+ in March 2017. Furthermore, in February 2016, S&P, which rates Saudi Arabia on an unsolicited basis, cut Saudi Arabia's foreign and local currency credit ratings by two levels from A+ (negative) to A- (stable). For each of the downgraded ratings mentioned above, the relevant ratings agency cited a fall in oil prices having led to a material deterioration in Saudi Arabia's credit profile and the expectation of an increased Government budget deficit as among the reasons for the downgrade.

Ratings are an important factor in establishing the financial strength of debt issuers and are intended to measure an issuer's ability to repay its obligations based upon criteria established by the rating agencies. Any further downgrade in Saudi Arabia's sovereign credit rating, or in the credit ratings of instruments issued, insured or guaranteed by related institutions or agencies, could negatively affect the price of the Trust Certificates. In March 2016, Moody's placed on review for downgrade a number of Government-related issuers in Saudi Arabia, namely Saudi Basic Industries Corporation ("**SABIC**"), Saudi Electricity Company ("**SEC**") and Saudi Telecom Company ("**STC**"). To the extent that major Government-related institutions or agencies are subject to further downgrades in the future, this may adversely affect the finances of the Government to the extent that the Government provides explicit or implicit guarantees or credit support for the indebtedness of those entities, or to the extent that such entities contribute to Government revenues.

Any further decline in Saudi Arabia's credit rating could have a material adverse effect on its cost of borrowing and could adversely affect its ability to access debt capital markets or other sources of liquidity.

The credit ratings included or referred to in this Base Prospectus will be treated for the purposes of the CRA Regulation as having been issued by Fitch and Moody's. Each of Fitch and Moody's is established in the European Union and is registered under the CRA Regulation. Each of these agencies is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) in accordance with the CRA Regulation.

A credit rating is not a recommendation to buy, sell or hold the Trust Certificates. Credit ratings are subject to revisions or withdrawal at any time by the assigning rating agency. Saudi Arabia cannot be certain that a credit rating will remain for any given period of time or that a credit rating will not be downgraded or withdrawn entirely by the relevant rating agency if, in its judgment, circumstances in the future so warrant. A suspension, downgrade or withdrawal at any time of the credit rating assigned to Saudi Arabia may adversely affect the market price of the Trust Certificates.

#### ***Saudi Arabia faces certain demographic pressures***

The total unemployment rate in Saudi Arabia for Saudi nationals as at 31 December 2015 was 11.5 per cent., comprising an unemployment rate of 5.3 per cent. among Saudi males and 33.8 per cent. among Saudi females. This represents a high overall unemployment rate for Saudi nationals, and demonstrates considerable gender variation. Saudi nationals in the age group from 25 to 39 years constitute 54.9 per cent. of the Saudi labour force (see "*Overview of Saudi Arabia—Employment*"). In the meantime, the population of Saudi Arabia continues to grow, at a rate of 2.4 per cent. in each of 2015, 2014 and 2013, respectively, with over half of the Saudi population being under the age of 30 and 27.3 per cent. being under the age of 15, according to population estimates for 2015 published by GASTAT (see "*Overview of Saudi Arabia—Population and Demographics*").

In light of Saudi Arabia's growing population, one of the key issues that the Government is seeking to address is the accommodation of Saudi nationals in the job market, in particular in the private sector. The Government has, over the past few years, increased expenditure on education and training, and has introduced various initiatives to educate and motivate young Saudi nationals to join the workforce. While this has resulted in an increasing number of Saudi university graduates entering the job market, there can be no assurance that Saudi Arabia's economy will be able to provide sufficient skilled labour opportunities for Saudi nationals holding higher education degrees. As a result, Saudi Arabia may face increased unemployment rates for Saudi nationals, which could negatively affect Saudi Arabia's economy.

As a further consequence of its growing population, constraints have arisen in the availability of housing in Saudi Arabia, and the situation has been exacerbated by the high prices of housing in Saudi Arabia's major cities. There can be no assurance that a sufficient number of housing projects will become available over the next few years, or that the Government's fiscal consolidation measures will not have a negative impact on the Government's ability to implement new housing projects (see "*—There can be no assurance that the Government's fiscal consolidation measures will be successful or that the fiscal consolidation will not have an adverse economic impact*"). Failure by the Government to address constraints in the availability of housing at affordable prices could have a material adverse effect on Saudi Arabia's social, economic and financial condition.

***Investing in securities involving emerging markets such as Saudi Arabia generally involves a higher degree of risk***

Investing in securities involving emerging markets, such as Saudi Arabia, generally involves a higher degree of risk than investments in securities of issuers from more developed countries. Generally, investments in emerging markets are only suitable for sophisticated investors who fully appreciate, and are familiar with, the significance of the risks involved in investing in emerging markets.

Saudi Arabia's economy is susceptible to future adverse effects similar to those suffered by other emerging market countries. In addition, as a result of "contagion", Saudi Arabia could be adversely affected by negative economic or financial developments in other emerging market countries. Key factors affecting the environment include the timing and size of increases in interest rates in the United States, further evidence of an economic slowdown in China, geopolitical tensions in the Middle East and other similar significant global events.

Accordingly, there can be no assurance that the market for securities bearing emerging market risk, such as the Trust Certificates, will not be affected negatively by events elsewhere, especially in other emerging markets.

***Information on hydrocarbon reserves is based on estimates that have not been reviewed by an independent consultant for the purposes of this offering***

The information on oil, gas and other reserves contained in this Base Prospectus is based on figures published by the Ministry of Energy, Industry and Mineral Resources as at 31 December 2015, an annual review of reserves compiled by The Saudi Arabian Oil Company ("**Saudi Aramco**") as at 31 December 2015, figures published by the Saudi Arabian Monetary Authority ("**SAMA**") and the 2016 Annual Statistical Bulletin published by OPEC. Neither the Government nor the Dealers have engaged an independent consultant or any other person to conduct a review of Saudi Arabia's hydrocarbon reserves in connection with this offering. Potential investors should also note that the methodology used to calculate the reserves figures in each of the sources mentioned above may differ from the methodology used by other hydrocarbon producers and may also differ from the standards of reserves measurement prescribed by the U.S. Securities and Exchange Commission.

Reserves valuation is a subjective process of estimating underground accumulations of crude oil and natural gas that cannot be measured in an exact manner. The accuracy of any reserve estimate depends on the quality and reliability of available data, engineering and geological interpretations and subjective judgment. Additionally, estimates may be revised based on subsequent results of drilling, testing and production. The proportion of reserves that can ultimately be produced, the rate of production and the costs of developing the fields are difficult to estimate and, therefore, the reserve estimates may differ materially from the ultimately recoverable quantities of crude oil and natural gas.

***Reliability of statistical information***

Statistics contained in this Base Prospectus, including those in relation to GDP, balance of payments, revenues and expenditure, indebtedness of the Government and oil reserves and production figures have been obtained from, among others, GASTAT, SAMA, the Ministry of Finance, the Ministry of Economy and Planning and Saudi Aramco (see "*Presentation of Statistical and Other Information*"). Such statistics, and the component data on which they are based, may not have been compiled in the same manner as data provided by similar sources in other jurisdictions. Similar statistics may be obtainable from other sources, although the underlying assumptions, methodology and consequently the resulting data may vary from source to source. There may also be material variances between preliminary or estimated statistical data set forth in this Base Prospectus and actual results, and between the statistical data set forth in this Base

Prospectus and corresponding data previously published, or published in the future, by or on behalf of Saudi Arabia.

No assurance can be given that any such statistical information, where it differs from that provided by other sources, is more accurate or reliable. Where specified, certain statistical information has been estimated based on information currently available and should not be relied upon as definitive or final. Such information may be subject to future adjustment. In addition, in certain cases, the information is not available for recent periods and, accordingly, has not been updated. The information for past periods should not be viewed as indicative of current circumstances or periods not presented.

***A slowdown in the economies of Saudi Arabia's key trading partners could adversely affect Saudi Arabia's economy***

Saudi Arabia has strong trading relationships with many countries, particularly major oil-importing economies such as China, the United States, Japan, South Korea, India and a number of states of the European Union (see “*Balance of Payments and Foreign Trade—Foreign Trade*”). To the extent that there is a slowdown in the economies of any of these countries, this may have a negative impact on Saudi Arabia's foreign trade and balance of payments, which could have a material adverse effect on Saudi Arabia's economic and financial condition.

In particular, China is Saudi Arabia's leading trade partner in terms of both exports and imports (with Chinese-origin products and services accounting for 14.1 per cent. of Saudi Arabia's total imports by value in the year ended 31 December 2015, and China was the destination for 12.1 per cent. of Saudi Arabia's total exports by value in the year ended 31 December 2015). Saudi Arabia is also China's leading source of oil (see “*Overview of Saudi Arabia—Foreign Relations and International Organisations*”).

Any sustained market and economic downturn or geopolitical uncertainties in China or any of Saudi Arabia's other key trading partners may exacerbate the risks relating to Saudi Arabia's trade with those countries. If an economic downturn occurs or continues in China or any of Saudi Arabia's other key trading partners, this may have a negative impact on Saudi Arabia's foreign trade and balance of payments, which could have a material adverse effect on Saudi Arabia's economic and financial condition.

***There can be no assurance that the Government will not reconsider Saudi Arabia's exchange rate policy***

The Saudi riyal has been pegged to the U.S. dollar since 1986 and it continues to be the policy of the Government and SAMA to maintain the currency peg at its existing level (see “*Monetary and Financial System*”). There can be no assurance that future unanticipated events, including an increase in the rate of decline of the Government's reserve assets, will not lead the Government to reconsider its exchange rate policy.

Any change to the existing exchange rate policy that results in a significant depreciation of the Saudi riyal against the U.S. dollar or other major currencies could lead to an increase in the cost of Saudi Arabia's imports, which could offset any increase in export revenues. Saudi Arabia relies on imports for the majority of its food and other consumer items, and any consequential increase in the price of food, medicine or other household items could contribute to higher inflation and have a material adverse effect on Saudi Arabia's social, economic and financial condition.

Furthermore, any change to the current exchange rate policy could increase the burden of servicing Saudi Arabia's external debt and also result in damage to investor confidence, resulting in outflows of capital and market volatility, each of which could have a material adverse effect on Saudi Arabia's economic and financial condition.

***The legal system in Saudi Arabia continues to develop and this, and certain aspects of the laws of the Kingdom may create an uncertain environment for investment and business activity***

The courts and adjudicatory bodies in Saudi Arabia have a wide discretion as to how laws and regulations are applied to a particular set of circumstances. There is no doctrine of binding precedent in the courts of Saudi Arabia, decisions of the Saudi Arabian courts and adjudicatory bodies are not routinely published and there is no comprehensive up-to-date reporting of judicial decisions. In some circumstances, it may not be possible to obtain the legal remedies provided under the laws and regulations of Saudi Arabia in a timely manner. As a result of these and other factors, the outcome of any legal disputes in Saudi Arabia may be uncertain.

## **FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH TRUST CERTIFICATES ISSUED UNDER THE PROGRAMME**

### **Risks related to the Trust Certificates generally**

#### ***The Trust Certificates are limited recourse obligations***

The Trust Certificates to be issued under the Programme are not debt obligations of the Trustee. Instead, the Trust Certificates represent an ownership interest solely in the Trust Assets. Recourse to the Trustee in respect of each Series is limited to the Trust Assets of that Series and proceeds of such Trust Assets are the sole source of payments on the relevant Trust Certificates. Upon the occurrence of a Dissolution Event, the sole rights of each of the Delegate and, through the Delegate, the Certificateholders of the relevant Series will be against the Trustee, the Onshore Investment Vehicle and the Kingdom to perform their respective obligations under the Transaction Documents. Certificateholders will otherwise have no recourse to any assets of the Trustee, the Onshore Investment Vehicle or the Kingdom in respect of any shortfall in the expected amounts due under the relevant Trust Assets. Reflecting the limited recourse nature of the Trust Certificates, Certificateholders will also not be able to petition for, or join any other person in instituting proceedings for, the reorganisation, liquidation, winding-up or receivership of the Trustee as a consequence of such shortfall or otherwise.

The Kingdom is obliged to make certain payments under the Transaction Documents directly to the Trustee, and the Delegate will have direct recourse against the Kingdom to recover such payments pursuant to the Transaction Documents. In the absence of default by the Delegate, investors have no direct recourse to the Kingdom and there is no assurance that the proceeds of the realisation of, or enforcement with respect to, the Trust Assets will be sufficient to make all payments due in respect of the relevant Trust Certificates.

After enforcing or realising the Trust Assets of a Series and distributing the proceeds of such Trust Assets in accordance with Condition 7.8 (*Application of Proceeds from the Trust Assets*), the obligations of the Trustee in respect of the Trust Certificates of the relevant Series shall be satisfied and neither the Delegate nor any Certificateholder may take any further steps against the Trustee to recover any further sums in respect of such Trust Certificates and the right to receive any such sums unpaid shall be extinguished. Furthermore, under no circumstances shall the Trustee, the Delegate or any Certificateholder have any right to cause the sale or other disposition of any of the Trust Assets except pursuant to the Transaction Documents and the sole right of the Trustee, the Delegate and the Certificateholders against the Kingdom shall be to enforce the obligation of the Kingdom to perform its obligations under the Transaction Documents.

#### ***The Certificates may be subject to early redemption***

If the amount payable on the Trust Certificates is required to be increased to include additional amounts in certain circumstances and/or the Kingdom is required to pay additional amounts pursuant to certain Transaction Documents, in each case as a result of certain changes affecting taxation in the Cayman Islands or any political subdivision or any authority thereof or therein having power to tax, the Kingdom may, in accordance with Condition 11.2 (*Early Dissolution for Tax Reasons*), elect to instruct the Trustee to redeem all, but not some only, of the Trust Certificates upon giving notice in accordance with the Conditions.

If so specified in the Final Terms, a Series may, in accordance with Condition 11.3 (*Dissolution at the Option of the Kingdom*) be redeemed early, in whole, or if so specified in the Final Terms, in part, at the option of the Kingdom.

The ability to exercise an early redemption option is likely to limit the market value of the Trust Certificates. During any period when the Kingdom may elect to instruct the Trustee to redeem the Trust Certificates, the market value of the Trust Certificates generally will not rise substantially above the Dissolution Amount payable. The Kingdom may be expected to elect to instruct the Trustee to redeem the Trust Certificates when the Kingdom is able to raise funds at a cost of financing which is lower than the profit rate (including such additional amounts as are referred to above) on the Trust Certificates. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective profit rate as high as the profit rate on the Trust Certificates and may only be able to do so at a significantly lower rate. Potential investors should consider re-investment risk in light of other investments available at that time.

***The Conditions contain provisions which may permit the amendment or modification of the Trust Certificates without the consent of the holders of all Trust Certificates***

The Master Declaration of Trust provides that the Delegate may, without the consent of the Certificateholders, consent to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Declaration of Trust or any other Transaction Document, or determine, without any such consent or sanction as aforesaid, that any Dissolution Event or an event which, with the giving of notice, lapse of time, determination of materiality or fulfilment of any other applicable condition (or any combination of the foregoing), would constitute a Dissolution Event shall not be treated as such if, in the sole opinion of the Delegate: (i) such modification is of a formal, minor or technical nature; (ii) such modification is made to correct a manifest error; or (iii) such modification, waiver, authorisation or determination is not, in the sole opinion of the Delegate, materially prejudicial to the interests of the Certificateholders and is in respect of a matter other than a Reserved Matter.

The Conditions also contain provisions regarding amendments, modifications and waivers, commonly referred to as “collective action” clauses. Such clauses permit defined majorities to bind all Certificateholders, including Certificateholders who did not vote and Certificateholders who voted in a manner contrary to the majority. The relevant provisions also permit, in relation to Reserved Matters, multiple Series of Trust Certificates to be aggregated for voting purposes (provided that each such Series also contains the collective action clauses in the terms and conditions of the relevant Trust Certificates).

The Trustee and the Kingdom expect that all Series of Trust Certificates issued under the Programme will include such collective action clauses, thereby giving the Trustee and the Kingdom the ability to request modifications or actions in respect of Reserved Matters across multiple Series of Trust Certificates. This means that a defined majority of the holders of such Series of Trust Certificates (when taken in the aggregate only, in some circumstances, and/or individually) would be able to bind all holders of Trust Certificates in all the relevant aggregated Series.

Any modification or actions relating to Reserved Matters, including in respect of payments and other important terms, may be made to a single Series of Trust Certificates by a resolution passed by at least 75 per cent. of the Certificateholders present in person or represented by proxy at a meeting of Certificateholders or with the written consent of the holders of 75 per cent. of the aggregate principal amount outstanding of such Trust Certificates, and to multiple Series of Trust Certificates with the consent of both (i) the holders of 66 $\frac{2}{3}$  per cent. of the aggregate principal amount outstanding of all Series of Trust Certificates being aggregated and (ii) the holders of 50 per cent. in aggregate principal amount outstanding of each Series of Trust Certificates being aggregated. In addition, under certain circumstances, including the satisfaction of the Uniformly Applicable Condition in the Conditions, any such modification or action relating to Reserved Matters may be made to multiple Series of Trust Certificates with the consent of 75 per cent. of the aggregate principal amount outstanding of all Series of Trust Certificates being aggregated only, without requiring a particular percentage of the holders in any individual affected Series of Trust Certificates to vote in favour of any proposed modification or action. Any modification or action proposed by the Trustee or the Kingdom, may, at the option of the Trustee or the Kingdom, as applicable, be made in respect of some Series of Trust Certificates only and, for the avoidance of doubt, the provisions may be used for different groups of two or more Series of Trust Certificates simultaneously. At the time of any proposed modification or action, the Trustee or the Kingdom, as applicable, will be obliged, *inter alia*, to specify which method or methods of aggregation will be used.

There is a risk therefore that the terms and conditions of a Series of Trust Certificates may be amended, modified or waived in circumstances whereby the Certificateholders voting in favour of an amendment, modification or waiver may be Certificateholders of a different Series of Trust Certificates and as such, less than 75 per cent. of the Certificateholders of the relevant Series (such as the Trust Certificates) would have voted in favour of such amendment, modification or waiver. In addition, there is a risk that the provisions allowing for aggregation across multiple Series of Trust Certificates may make the Trust Certificates less attractive to purchasers in the secondary market on the occurrence of a Dissolution Event or in a distress situation. Further, any such amendment, modification or waiver in relation to any Trust Certificates may adversely affect their trading price.

In the future, the Trustee and/or the Kingdom may issue securities which contain collective action clauses in the same form as the collective action clauses in the Conditions. If this occurs, then this could mean that any Series of Trust Certificates issued under the Programme would be capable of aggregation with any such future securities.

***The Conditions restrict the ability of an individual holder to redeem the Trust Certificates on a Dissolution Event, and permit a majority of holders to rescind a Dissolution Notice given by the Delegate***

The Trust Certificates provide that the Delegate, upon receiving notice thereof under the Declaration of Trust or otherwise becoming aware of a Dissolution Event and subject to it being indemnified and/or secured and/or prefunded to its satisfaction, will promptly give notice of the occurrence of such Dissolution Event to the Certificateholders in accordance with Condition 23 (*Notices*), with a request to such holders to indicate to the Trustee and the Delegate if they wish the Trust Certificates to be redeemed and the Trust to be dissolved (each a “**Dissolution Request**”).

Following the issuance of such notice, the Delegate in its sole discretion may, and if so requested in writing by the holders of at least 25 per cent. of the then aggregate principal amount of the Trust Certificates outstanding or if so directed by an Extraordinary Resolution of the holders of the Trust Certificates shall, (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction) give notice (a “**Dissolution Notice**”) to the Trustee, the Kingdom and the holders of the Trust Certificates in accordance with Condition 23 (*Notices*) that the Trust Certificates are immediately due and payable at the Dissolution Amount together with any due but unpaid Periodic Distribution Amounts, on the date of such notice (the “**Dissolution Event Dissolution Date**”), whereupon they shall become so due and payable.

However, the Conditions also contain a provision permitting the holders of at least 50 per cent. in aggregate principal amount of the outstanding Trust Certificates to notify the Delegate to the effect that the Dissolution Event giving rise to the Dissolution Request is or are cured and that such holders wish the relevant Dissolution Notice to be withdrawn. The Trustee shall give notice thereof to the Trustee, the Kingdom and the holders of the Trust Certificates in accordance with Condition 23 (*Notices*) that the relevant Dissolution Notice has been withdrawn and shall have no further effect.

***The value of the Trust Certificates could be adversely affected by a change in English law or administrative practice***

The Conditions are governed by English law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Base Prospectus nor whether any such change could adversely affect the ability of the Trustee to make payments under the Trust Certificates.

***Investors who hold less than the minimum Specified Denomination may be unable to sell their Trust Certificates and may be adversely affected if Individual Trust Certificates are subsequently issued***

The Conditions of the Trust Certificates do not permit the sale or transfer of Trust Certificates in such circumstances as would result in amounts being held by a holder which are lower than the minimum Specified Denomination (as defined in the Conditions). However, in the event that a holder holds a principal amount of less than the minimum Specified Denomination, such holder would need to purchase an additional amount of Trust Certificates such that it holds an amount equal to at least the minimum Specified Denomination to be able to trade such Trust Certificates. Certificateholders should be aware that Trust Certificates which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

If a Certificateholder holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time, such Certificateholder may not receive an Individual Trust Certificate in respect of such holding (should Individual Trust Certificates be issued) and would need to purchase a principal amount of Trust Certificates such that its holding amounts to at least a Specified Denomination in order to be eligible to receive an Individual Trust Certificate.

If Individual Trust Certificates are issued, holders should be aware that Individual Trust Certificates which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

***Holders of Trust Certificates held through DTC, Euroclear and Clearstream must rely on procedures of those clearing systems to effect transfers of Trust Certificates, receive payments in respect of Trust Certificates and vote at meetings of Certificateholders***

Trust Certificates issued under the Programme will be represented on issue by one or more Global Trust Certificates that may be deposited with a common depositary for Euroclear and Clearstream or may be deposited with a nominee for DTC (each as defined under “*Form of the Trust Certificates*”). Except in the circumstances described in each Global Trust Certificate, investors will not be entitled to receive Trust

Certificates in definitive form. Each of DTC, Euroclear and Clearstream and their respective direct and indirect participants will maintain records of the beneficial interests in each Global Trust Certificate held through it. While the Trust Certificates are represented by a Global Trust Certificate, investors will be able to trade their beneficial interests only through the relevant clearing systems and their respective participants.

While the Trust Certificates are represented by Global Trust Certificates, the Trustee will discharge its payment obligations under the Trust Certificates by making payments through the relevant clearing systems. A holder of a beneficial interest in a Global Trust Certificate must rely on the procedures of the relevant clearing system and its participants to receive payments under the Trust Certificates. The Trustee has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in any Global Trust Certificate.

Holders of beneficial interests in a Global Trust Certificate will not have a direct right to vote in respect of the Trust Certificates so represented. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system and its participants to appoint appropriate proxies.

***Transferability of the Trust Certificates may be limited under applicable securities laws***

The Trust Certificates have not been and will not be registered under the Securities Act or the securities laws of any state of the United States or any other jurisdiction. Trust Certificates issued under the Programme may not be offered, sold or otherwise transferred in the United States or to, or for the account or benefit of, a U.S. person other than to persons that are QIBs that are also QPs. In addition, the Trustee has not been and will not be registered as an “investment company” under the United States Investment Company Act, as amended.

Each purchaser of Trust Certificates will be deemed, by its acceptance of such Trust Certificates, to have made certain representations and agreements intended by the Trustee to restrict transfers of Trust Certificates as described under “*Subscription and Sale*” and “*Transfer Restrictions*”. It is the obligation of each purchaser of Trust Certificates to ensure that its offers and sales of Trust Certificates comply with all applicable securities laws. No sale, assignment, participation, pledge or transfer of the Trust Certificates may be effected if, among other things, it would require the Trustee or any of its officers or directors to register under, or otherwise be subject to the provisions of, the Investment Company Act or any other similar legislation or regulatory action.

In addition, if at any time the Trustee determines that any owner of Trust Certificates, or any account on behalf of which an owner of Trust Certificates purchased its Trust Certificates, is a person that is required to be a QIB that is also a QP, but is not, the Trustee may compel such owner’s Trust Certificates be sold or transferred to a person designated by or acceptable to the Trustee.

***The Trust Certificates may not be suitable as an investment for all investors***

Potential investors must determine the suitability of an investment in the Trust Certificates in each Series in the light of their own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the Trust Certificates, the merits and risks of investing in the Trust Certificates and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Trust Certificates and the impact that such Trust Certificates will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Trust Certificates, including Trust Certificates with principal or profit payable in one or more currencies, or where the currency for principal or profit payments is different from the potential investor’s currency;
- understand thoroughly the terms of the Trust Certificates and be familiar with the behaviour of any relevant indices and financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect such investor’s investment and ability to bear the applicable risks.



*The U.S. Internal Revenue Service may treat the Trust Certificates as an interest in the Trust for federal income tax purposes, which may result in the Trust and U.S. investors being subject to significant penalties and other adverse tax consequences.*

The Trustee intends to treat the Trust Certificates under the rules applicable to debt instruments for U.S. tax purposes. Under such treatment, U.S. investors will not be required to take account of income and expenses incurred at the level of the Trust. However, the U.S. Internal Revenue Service (“**IRS**”) could seek to characterise the Trust Certificates as interests in a trust for U.S. federal income tax purposes. In that event, if the Trust is determined to be a grantor trust, the Trustee and U.S. investors would be subject to certain information reporting applicable to foreign trusts and U.S. investors would be required to take account of income and expenses incurred at the level of the Trust. U.S. investors that fail to comply with the applicable information reporting requirements in a timely manner could be subject to significant penalties. The Trustee does not expect that it will provide information that would allow either itself or U.S. investors to comply with foreign trust reporting obligations if they were determined to be applicable.

If the Trust Certificates are treated as interests in the Trust and the Trust is not treated as a grantor trust, it is possible that the U.S. investors could be treated as holding interests in a passive foreign investment company (“**PFIC**”) which could have materially adverse tax consequences to U.S. investors. U.S. investors should consult their own tax advisers as to the potential application of the foreign trust reporting rules, the possibility that the Trust Certificates will be classified as equity interest in a PFIC, and the consequences of owning an equity interest in a PFIC and the tax consequences generally with respect to an investment in the Trust Certificates. See the discussion under “—United States Federal Income Taxation”.

### **Risks related to the market generally**

*An active secondary market in respect of the Trust Certificates may never be established or may be illiquid and this would adversely affect the value at which an investor could sell his Trust Certificates*

Trust Certificates issued under the Programme will (unless they are to be consolidated into a single Series with any Trust Certificates previously issued) be new securities which may not be widely distributed and for which there is currently no active trading market. Trust Certificates may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Trust Certificates easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for the Trust Certificates that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Trust Certificates generally would have a more limited secondary market and more price volatility than conventional securities. Illiquidity may have a severely adverse effect on the market value of the Trust Certificates.

*Credit ratings assigned to the Kingdom or any Trust Certificates may not reflect all the risks associated with an investment in those Trust Certificates*

One or more independent credit rating agencies may assign credit ratings to Saudi Arabia. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above and other factors that may affect the value of the Trust Certificates. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the relevant rating agency at any time.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended). Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by the European Securities and Markets Authority (“**ESMA**”) on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency being included in such list as there may be delays between certain supervisory measures being taken against a relevant rating agency and publication of an updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Prospectus.

### ***Legal investment considerations may restrict certain investments***

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) the Trust Certificates are legal investments for it, (ii) the Trust Certificates can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of the Trust Certificates. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Trust Certificates under any applicable risk-based capital or similar rules.

### ***Shari'ah requirements in relation to interest***

In accordance with applicable *Shari'ah* principles, each of the Trustee and the Delegate will waive any entitlement it may have to interest awarded in connection with a dispute under the Transaction Documents and accordingly Certificateholders will not be entitled to receive any such interest. For the avoidance of doubt, no such waiver constitutes a waiver of rights in respect of all or any part of the Deferred Sale Prices payable under the Master Murabaha Agreement or any Murabaha Transaction, any payments under the Primary Mudaraba Agreement or Infrastructure Mudaraba Agreement, Periodic Distribution Amounts payable under the Trust Certificates or profit or principal of any kind howsoever described payable by the Kingdom (in any capacity) or the Trustee (in any capacity) pursuant to the Transaction Documents and/or the Conditions.

### ***There may be differing views with respect to Shari'ah compliance***

The *Shari'ah* Advisory Board of Citi Islamic Investment Bank E.C., the *Shari'ah* Committee of HSBC Saudi Arabia Limited, Sheikh Dr. Mohamed Ali Elgari, Sheikh Nizam Yaquby and Sheikh Dr. Walid ibn Hady, the *Shari'ah* advisors of J.P. Morgan Securities plc, Dr. Hussein Hamid Hassan, the *Shari'ah* advisor of Deutsche Bank AG, London Branch, the *Shari'ah* Supervisory Committee of BNP Paribas including Sheikh Nizam Yaquby, Dr. Abdul Sattar Abu Ghuddah and Dr. Mohamed Daud Bakar and the NCB Capital Company *Shari'ah* Board, have each approved the transaction structure relating to the Trust Certificates (as described in this Base Prospectus) and confirmed that, in their view, the Transaction Documents are compliant with *Shari'ah* principles. However, there can be no assurance that other *Shari'ah* boards or *Shari'ah* scholars will agree with the views of the scholars who have approved the transaction structure. A Saudi court will not be bound by any pronouncement by any *Shari'ah* board or *Shari'ah* scholar and would make its own determination as to compliance with *Shari'ah* principles.

### **Risks relating to enforcement**

#### ***Investors may experience difficulty in enforcing foreign judgments in Saudi Arabia***

The Kingdom is a sovereign state and a substantial portion of the assets of the Kingdom are therefore located outside the United States and the United Kingdom. As a result, it may not be possible for investors to effect service of process within the United States and/or the United Kingdom upon the Kingdom or to enforce against it in the United States courts or courts located in the United Kingdom judgments obtained in United States courts or courts located in the United Kingdom, respectively, including judgments predicated upon the civil liability provisions of the securities laws of the United States or the securities laws of any state or territory within the United States.

A substantial part of the Kingdom's assets are located in Saudi Arabia. In the absence of a treaty for the reciprocal enforcement of foreign judgments, a court or adjudicatory body in Saudi Arabia is unlikely to enforce a United States or English judgment without re-examining the merits of the claim. Investors may have difficulties in enforcing any United States or English judgments against the Kingdom in the courts of Saudi Arabia.

In addition, the courts of Saudi Arabia may decline to enforce a foreign judgment if certain criteria are not met, including, but not limited to, compliance with the public policy of Saudi Arabia. Furthermore, a court or adjudicatory body in Saudi Arabia may not observe the choice by the parties of English law as the governing law of the Trust Certificates and may elect to apply the laws of the Kingdom instead. The laws of the Kingdom do not recognise the concept of a trust and accordingly the Saudi courts may re-characterise the trust established pursuant to the Declaration of Trust as an agency relationship or any similar concept that is recognised under Saudi Arabian law. As such, there can be no assurance that the obligations of the Trustee under the Declaration of Trust to act on behalf of the Certificateholders in accordance with their

instructions, or that the power of attorney provided to the Delegate, would be enforceable or recognised under the laws of the Kingdom in the same manner as under English law.

***Holders of Trust Certificates may only be able to enforce the Trust Certificates through arbitration before the LCIA, and LCIA awards relating to disputes under the Trust Certificates and certain of the Transaction Documents may not be enforceable in Saudi Arabia***

Ultimately the payments under the Trust Certificates are dependent upon the Kingdom making payments to the Trustee in the manner contemplated under the Transaction Documents. If the Kingdom fails to do so, it may be necessary to bring an action against it to enforce its obligations and/or to claim damages, as appropriate, which may be costly and time consuming.

The Trust Certificates and the Transaction Documents (excluding the Primary Mudaraba Agreement and Infrastructure Mudaraba Agreement) are governed by English law and the parties to such documents have agreed to refer any unresolved dispute in relation to such documents to arbitration under the Arbitration Rules of the LCIA. Holders of Trust Certificates will therefore only have recourse to LCIA arbitration in order to enforce their contractual rights under the Trust Certificates, and will not have the right to bring proceedings relating to the Trust Certificates before the English courts.

Saudi Arabia is a party to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (the “**New York Convention**”). Any foreign arbitral award, including an LCIA award, should therefore be enforceable in Saudi Arabia in accordance with the terms of the New York Convention, subject to filing a legal action for recognition and enforcement of foreign arbitral awards with the Enforcement Departments of the General Courts. Under the New York Convention, Saudi Arabia has an obligation to recognise and enforce foreign arbitral awards unless the party opposing enforcement can prove one of the grounds under Article V of the New York Convention to refuse enforcement, or the Saudi courts find that the subject matter of the dispute is not capable of settlement by arbitration or enforcement would be contrary to the public policy of Saudi Arabia. There can therefore be no assurance that the Saudi courts will enforce a foreign arbitral award in accordance with the terms of the New York Convention (or any other multilateral or bilateral enforcement convention).

***There can be no assurance as to whether the waivers of immunity provided by the Trustee, the Onshore Investment Vehicle and the Kingdom will be valid and binding under the laws of the Kingdom***

Each of the Trustee, the Onshore Investment Vehicle and the Kingdom has waived its rights in relation to sovereign immunity in respect of the Transaction Documents. However, there can be no assurance as to whether such waivers of immunity from execution or attachment or other legal process by it under the Transaction Documents are valid and binding under the laws of the Kingdom.

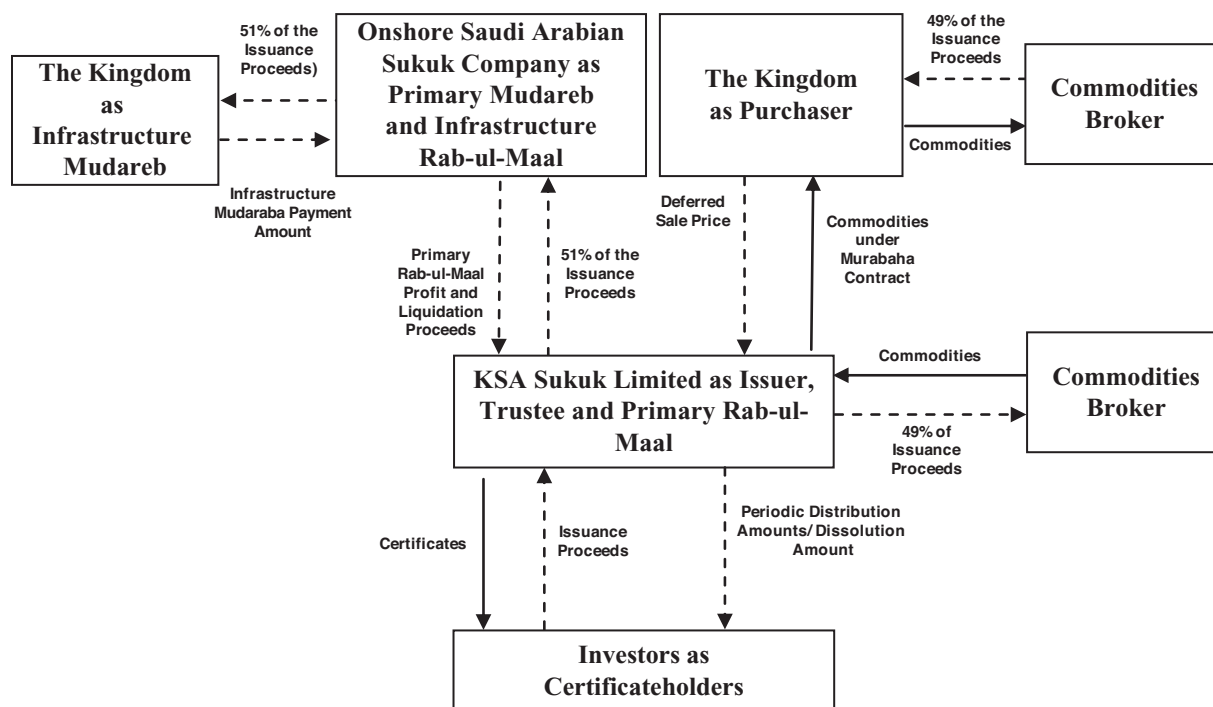
***The Delegate may request the Certificateholders to provide an indemnity and/or security and/or pre-funding to its satisfaction***

In certain circumstances, including without limitation the giving of a notice pursuant to Condition 14 (*Dissolution Events*) of the Conditions and the taking of action to enforce or realise any relevant Trust Assets or steps against the Trustee or the Kingdom under the relevant Transaction Documents pursuant to Condition 15 (*Enforcement and Exercise of Rights*) of the Conditions, the Delegate may (at its sole discretion) request the holders of the relevant Trust Certificates to provide an indemnity and/or security and/or pre-funding to its satisfaction before it takes actions on behalf of the holders of such Trust Certificates. The Delegate shall not be obliged to take any such actions if not indemnified and/or secured and/or pre-funded to its satisfaction. Negotiating and agreeing to an indemnity and/or security and/or pre-funding can be a lengthy process and may impact on when such actions can be taken.

## STRUCTURE DIAGRAM AND CASHFLOWS

Set out below is a simplified structure diagram and description of the principal cash flows underlying each Tranche of Trust Certificates issued under the Programme. Potential investors are referred to the terms and conditions of the Trust Certificates and the detailed descriptions of the relevant Transaction Documents set out elsewhere in this Base Prospectus for a fuller description of certain cash flows and for an explanation of the meaning of certain capitalised terms used below.

### Structure Diagram



On the issue date of each Tranche (the “**Issue Date**”), the proceeds from the issuance of each Tranche of Trust Certificates will be applied by the Trustee on behalf of the Certificateholders, as follows:

- (i) an amount equal to no more than 49 per cent. of the proceeds from the issuance of each Tranche of Trust Certificates (such percentage to be set out in the Final Terms for each Tranche of Trust Certificates) (the “**Murabaha Investment Amount**”) will be used by the Trustee to purchase certain *Shari’ah*-compliant commodities (the “**Commodities**”) through a commodity broker (the “**Commodity Broker**”), and the Trustee (in its capacity as seller, the “**Seller**”) will sell such Commodities to the Kingdom (in its capacity as purchaser, the “**Purchaser**”) on a deferred payment basis pursuant to a master murabaha agreement (the “**Master Murabaha Agreement**”) (the rights of the Seller pursuant to the terms of the Master Murabaha Agreement comprising the “**Murabaha Assets**”); and
- (ii) an amount equal to no less than 51 per cent. of the proceeds from the issuance of each Tranche of Trust Certificates (such percentage to be set out in the Final Terms for each Tranche of Trust Certificates) (the “**Mudaraba Investment Amount**”) will be provided by the Trustee, in its capacity as rab-ul-maal (the “**Primary Rab-ul-Maal**”), to the Onshore Investment Vehicle, acting as a mudareb (the “**Primary Mudareb**”). The Primary Mudareb shall apply the Mudaraba Investment Amount in a mudaraba (the “**Primary Mudaraba**”) to be constituted by a mudaraba agreement (the “**Primary Mudaraba Agreement**”) between the Primary Rab-ul-Maal and the Primary Mudareb under which the Mudaraba Investment Amount will be invested in a further mudaraba to be managed by the Kingdom, as further described below. The rights of the Trustee pursuant to the terms of the Primary Mudaraba Agreement being the mudaraba assets (the “**Mudaraba Assets**”).

### Murabaha Transactions

In respect of each Tranche of Trust Certificates, the Seller and the Purchaser shall enter into murabaha transactions on the terms set out in the Master Murabaha Agreement. The nature of these transactions will

vary depending on whether the Final Terms specify that Fixed Periodic Distribution Provisions or Floating Periodic Distribution Provisions are applicable to the relevant Tranche of Trust Certificates.

*Fixed Periodic Distribution Provisions are applicable*

In respect of any Tranche of Trust Certificates where Fixed Periodic Distribution Provisions are specified as being applicable in the Final Terms, the Seller will use the Murabaha Investment Amount to purchase the Commodities through the Commodity Broker and will sell such Commodities to the Purchaser on a deferred payment basis pursuant to an initial murabaha transaction (the “**Initial Murabaha Transaction**”) and certain subsequent murabaha transactions (each a “**Subsequent Murabaha Transaction**”).

The Initial Murabaha Transaction will be entered into on the relevant Issue Date. The purchase price (the “**Purchase Price**”) in respect of the Initial Murabaha Transaction shall be an amount equal to the percentage of the Murabaha Investment Amount set out in the Final Terms for each Tranche of Trust Certificates. The deferred sale price (the “**Deferred Sale Price**”) under the Initial Murabaha Transaction will be equal to the aggregate principal amount of that Tranche of Trust Certificates, less the Purchase Price of the first Subsequent Murabaha Transaction and will be due on the scheduled dissolution date of that Tranche of Trust Certificates (or any other dissolution date, if earlier). The Deferred Sale Price under the Initial Murabaha Transaction, together with the Purchase Price payable under the last Subsequent Murabaha Transaction in respect of the relevant Tranche of Trust Certificates, will be utilised to fund the Dissolution Amount under that Series of Trust Certificates.

The first Subsequent Murabaha Transaction will be entered into on the relevant Issue Date, while each Subsequent Murabaha Transaction will be entered into on the expiry date (the “**Expiry Date**”) of the immediately preceding Subsequent Murabaha Transaction, other than an Expiry Date that is also the scheduled dissolution date of that Tranche of Trust Certificates. The Purchase Price in respect of the first Subsequent Murabaha Transaction shall be an amount equal to the percentage of the Murabaha Investment Amount set out in the Final Terms for each Tranche of Trust Certificates.

The Deferred Sale Price under the first Subsequent Murabaha Transaction will be the sum of the Purchase Price in respect of that Subsequent Murabaha Transaction and a profit amount (the “**Murabaha Profit**”) equal to the aggregate amount of all Periodic Distribution Amounts due under that Tranche of Trust Certificates for the period from the relevant Issue Date to (and including) the Expiry Date of the first Subsequent Murabaha Transaction, which will be the earlier of: (i) the Periodic Distribution Date falling on the specified anniversary of the Issue Date set out in the Final Terms for each Tranche of Trust Certificates; or (ii) the scheduled dissolution date of that Tranche of Trust Certificates.

The Deferred Sale Price under each Subsequent Murabaha Transaction will be payable by the Purchaser in scheduled instalments (each a “**Deferred Sale Price Instalment Amount**”), which will be due on each Periodic Distribution Date during the term of the Subsequent Murabaha Transaction (each such instalment payment date, an “**Instalment Payment Date**”).

The Deferred Sale Price Instalment Amount due on each Instalment Payment Date other than the Expiry Date will be an amount equal to the Periodic Distribution Amount due in respect of the relevant Tranche of Trust Certificates on the relevant Periodic Distribution Date and will be paid into the transaction account maintained and operated by the Principal Paying Agent in respect of each Series (the “**Transaction Account**”) and utilised to fund the Periodic Distribution Amount due on such Periodic Distribution Date in respect of the relevant Series of Trust Certificates.

On the Expiry Date of each Subsequent Murabaha Transaction, the Deferred Sale Price Instalment Amount due shall be an amount equal to the original Purchase Price of that Subsequent Murabaha Transaction together with the Periodic Distribution Amount due in respect of the relevant Tranche of Trust Certificates on the Periodic Distribution Date which is the Expiry Date.

The payment of the original Purchase Price will provide the Trustee with the Purchase Price to allow the Trustee to invest in a further Subsequent Murabaha Transaction with the Kingdom on such date, or, to the extent that the relevant Expiry Date is the scheduled dissolution date of that Series of Trust Certificates, fund (together with the Deferred Sale Price payable under the Initial Murabaha Transaction in respect of the relevant Tranche of Trust Certificates) the Dissolution Amount in respect of the relevant Series of Trust Certificates.

Each further Subsequent Murabaha Transaction will be entered into on the terms above. The Deferred Sale Price under each Subsequent Murabaha Transaction will be the sum of the Purchase Price in respect

of that Subsequent Murabaha Transaction and the applicable Murabaha Profit. Such Murabaha Profit will be equal to the aggregate amount of all Periodic Distribution Amounts due under that Tranche of Trust Certificates for the period from (but excluding) the Expiry Date of the immediately preceding Subsequent Murabaha Transaction to (and including) the Expiry Date of the relevant Subsequent Murabaha Transaction, which will be the earlier of: (i) the Periodic Distribution Date falling on the specified anniversary, to be set out in the Final Terms for each Tranche of Trust Certificates, of the Expiry Date of the immediately preceding Subsequent Murabaha Transaction; or (ii) the scheduled dissolution date of that Tranche of Trust Certificates.

On a Dissolution Date, the Deferred Sale Prices due under the Initial Murabaha Transaction(s) and the then outstanding Subsequent Murabaha Transaction(s) (as applicable) will become immediately due and payable. An amount equal to the Dissolution Amount and any due but unpaid Periodic Distribution Amounts payable under that Series of Trust Certificates will be paid into the Transaction Account.

*Floating Periodic Distribution Provisions are applicable*

In respect of any Tranche of Trust Certificates where Floating Periodic Distribution Provisions are specified as being applicable in the Final Terms, the Seller will use the Murabaha Investment Amount to purchase the Commodities through the Commodity Broker and will sell such Commodities to the Purchaser on a deferred payment basis pursuant to an Initial Murabaha Transaction and certain Subsequent Murabaha Transactions.

The Initial Murabaha Transaction will be entered into on the relevant Issue Date. The Purchase Price in respect of the Initial Murabaha Transaction shall be an amount equal to the percentage of the Murabaha Investment Amount set out in the Final Terms for each Tranche of Trust Certificates. The Deferred Sale Price under the Initial Murabaha Transaction will be equal to the aggregate principal amount of that Tranche of Trust Certificates, less the Purchase Price of the first Subsequent Murabaha Transaction and will be due on the scheduled dissolution date of that Tranche of Trust Certificates (or any other dissolution date, if earlier). The Deferred Sale Price under the Initial Murabaha Transaction, together with the Purchase Price payable under the last Subsequent Murabaha Transaction in respect of the relevant Tranche of Trust Certificates, will be utilised to fund the Dissolution Amount under that Series of Trust Certificates.

The first Subsequent Murabaha Transaction will be entered into on the relevant Issue Date, while a Subsequent Murabaha Transaction will be entered into on each Periodic Distribution Date other than the Periodic Distribution Date that is also the scheduled dissolution date of that Tranche of Trust Certificates. The Purchase Price in respect of the first Subsequent Murabaha Transaction shall be an amount equal to the percentage of the Murabaha Investment Amount set out in the Final Terms for each Tranche of Trust Certificates. The Deferred Sale Price under the first Subsequent Murabaha Transaction will be the sum of the Purchase Price and the Murabaha Profit, which in respect of the first Subsequent Murabaha Transaction, will be an amount equal to the first Periodic Distribution Amount due under that Tranche of Trust Certificates.

The Deferred Sale Price under the first Subsequent Murabaha Transaction will be due on the first Periodic Distribution Date. The Murabaha Profit will be paid into the Transaction Account and will be used by the Trustee to fund the Periodic Distribution Amount due on the first Periodic Distribution Date in respect of the relevant Series of Trust Certificates. The remaining portion of the Deferred Sale Price (which will be equal to the original Purchase Price) will provide the Trustee with the Purchase Price to allow the Trustee to invest in a further Subsequent Murabaha Transaction with the Kingdom. In respect of each Subsequent Murabaha Transaction, the Murabaha Profit from the Subsequent Murabaha Transaction will be equal to the Periodic Distribution Amount due in respect of the relevant Tranche of Trust Certificates on the following Periodic Distribution Date. In respect of the last Subsequent Murabaha Transaction, the Purchase Price portion of the Deferred Sale Price will fund, together with the Deferred Sale Price payable under the Initial Murabaha Transaction in respect of the relevant Tranche of Trust Certificates, the Dissolution Amount in respect of that Series of Trust Certificates.

On a Dissolution Date, the Deferred Sale Prices due under the Initial Murabaha Transaction(s) and the then outstanding Subsequent Murabaha Transaction(s) (as applicable) will become immediately due and payable. An amount equal to the Dissolution Amount and any due but unpaid Periodic Distribution Amounts payable under that Series of Trust Certificates will be paid into the Transaction Account.

## Mudaraba Transactions

In respect of each Tranche of Trust Certificates, the Primary Mudareb, will, on the relevant Issue Date, apply an amount equal to the Mudaraba Investment Amount (the “**Infrastructure Investment Amount**”) as the capital of a further mudaraba (the “**Infrastructure Mudaraba**”) constituted by a mudaraba agreement (the “**Infrastructure Mudaraba Agreement**”) to be entered into between the Primary Mudareb acting as the infrastructure rab-ul-maal (the “**Infrastructure Rab-ul-Maal**”) and the Kingdom, acting in its capacity as mudareb (the “**Infrastructure Mudareb**”), pursuant to which the Infrastructure Mudareb shall invest the Infrastructure Investment Amount on behalf of the Infrastructure Rab-ul-Maal in various infrastructure projects being undertaken by the Kingdom (the “**Investment Portfolio**”).

In respect of each Infrastructure Mudaraba, the Infrastructure Mudareb will be provided with the authority by the Infrastructure Rab-ul-Maal to: (a) choose the infrastructure projects into which it will invest the relevant Infrastructure Investment Amount; and (b) undertake a valuation. The Infrastructure Mudareb will have the discretion, at any time, to substitute any part of the Investment Portfolio for interests in other infrastructure projects being undertaken by the Kingdom. The Infrastructure Mudareb shall also have the right, but not the obligation, to purchase any part of, or all of, the Investment Portfolio. The purchase price (the “**Infrastructure Project Purchase Price**”) payable by the Infrastructure Mudareb for the relevant infrastructure projects included in the Investment Portfolio (or part thereof) shall be equal to the value of such infrastructure projects as determined on the most recent constructive liquidation of the Investment Portfolio, plus a profit amount equal to the Infrastructure Project Profit Percentage of such value, as set out in the Final Terms. The Infrastructure Project Purchase Price shall be reinvested in infrastructure projects being undertaken by the Kingdom in accordance with the terms of the Infrastructure Mudaraba Agreement.

Any income from the relevant Investment Portfolio, less total costs (consisting of direct costs and allocated costs of such activities) shall be the income from the Infrastructure Mudaraba (the “**Infrastructure Mudaraba Income**”).

The Infrastructure Mudareb shall be entitled to retain 10 per cent. of any Infrastructure Mudaraba Income (the “**Infrastructure Mudareb Profit**”) and the Infrastructure Rab-ul-Maal shall be entitled to receive 90 per cent. of any Infrastructure Mudaraba Income (the “**Infrastructure Rab-ul-Maal Profit**”). The Infrastructure Rab-ul-Maal Profit shall be credited to a notional account to be maintained by the Infrastructure Mudareb for and on behalf of the Infrastructure Rab-ul-Maal in respect of each Tranche of Certificates (the “**Collection Account**”).

The Infrastructure Mudareb shall calculate the Infrastructure Mudaraba Income received during any Periodic Distribution Period on the basis of a constructive liquidation of the Investment Portfolio on an annual basis. The Infrastructure Mudareb shall be authorised by the Infrastructure Rab-ul-Maal to use or invest the monies (if any) standing to the credit of the relevant Collection Account in other infrastructure projects being undertaken by the Kingdom for and on behalf of the Infrastructure Rab-ul-Maal and such acquired interests shall constitute part of the relevant Investment Portfolio.

In relation to each Series, on each Periodic Distribution Date and/or Dissolution Date (as applicable), to the extent that the monies already standing to the credit of the relevant Transaction Account (as a result of payments of the relevant Deferred Sale Price(s) under the Master Murabaha Agreement or otherwise) are insufficient to fund in full all amounts payable by the Trustee under the Trust Certificates of the relevant Series on the relevant Periodic Distribution Date and/or Dissolution Date (as applicable)(such shortfall, the “**Required Amount**”, and together with an amount equal to any Taxes payable by the Primary Mudareb under, or in connection with, the Primary Mudaraba in respect of the Required Amount, the “**Mudaraba Shortfall Amount**”), the Infrastructure Mudareb shall use any monies standing to the credit of the Collection Accounts of the relevant Series to make payment to (or to the order of) the Infrastructure Rab-ul-Maal of an amount (the “**Infrastructure Mudaraba Payment Amount**”) that is calculated as follows:

$$\frac{\text{Mudaraba Shortfall Amount}}{9} \times 10$$

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Any Infrastructure Mudaraba Payment Amount received by the Infrastructure Rab-ul-Maal under the Infrastructure Mudaraba shall constitute the income of the corresponding Primary Mudaraba (the “**Primary Mudaraba Income**”) and shall be paid to the Primary Mudareb. The Primary Mudareb shall be entitled to retain 10 per cent. of any Primary Mudaraba Income (the “**Primary Mudareb Profit**”) and the

Primary Rab-ul-Maal shall be entitled to receive 90 per cent. of any Primary Mudaraba Income (the “**Primary Rab-ul-Maal Profit**”). Any Primary Rab-ul-Maal Profit received by the Primary Mudareb from time to time (if any and only to the extent so required, and to the extent such amounts are available, for the purpose described as follows) will be paid (or such payment will be procured) by the Primary Mudareb directly into the Transaction Account in order to enable the Trustee to make payment of the relevant Required Amount.

On a Dissolution Date, the Infrastructure Mudareb shall liquidate the Investment Portfolio(s) relating to the relevant Series of Trust Certificates at its liquidation value based on book value (as determined by the Infrastructure Mudareb (acting reasonably)) and the proceeds of such liquidation shall be credited to the relevant Collection Account(s). Following the redemption of the relevant Series of Trust Certificates and after the date on which all amounts owing to the Certificateholders under that Series of Trust Certificates have been paid in full, the balance of the monies (if any) standing to the credit of the relevant Collection Account(s) will be retained by the Infrastructure Mudareb as an incentive fee for its own account.

On a Dissolution Date, following the redemption of the Trust Certificates in full and after the date on which all amounts owing to the Certificateholders under that Series of Trust Certificates have been paid in full and only after liquidation of the Infrastructure Mudaraba(s) relating to the relevant Series of Trust Certificates pursuant to the terms of the Infrastructure Mudaraba Agreement, the Primary Mudareb shall liquidate the Primary Mudaraba(s) relating to such Series of Trust Certificates and the proceeds of such liquidation shall be applied, to the extent required (without double counting), towards payment of the amount then due and payable to the relevant Transaction Account in respect of such Series in order to enable the Trustee to make payment of the relevant Required Amount (if any). The balance of any proceeds of liquidation of the relevant Primary Mudaraba(s) will be retained by the Primary Mudareb as an incentive fee for its own account.

#### **Further Issuances**

The Trustee may from time to time, without the consent of the Certificateholders, create and issue further Trust Certificates ranking pari passu in all respects (or in all respects save for the date and amount of the first payment of the Periodic Distribution Amount(s)), and so that the same shall be consolidated and form a single series, with the existing Trust Certificates of such Series.

Any further Trust Certificates which are to be created and issued so as to form a single series with the Trust Certificates of a particular Series shall be constituted by a Supplemental Declaration of Trust to the Master Declaration of Trust. On the date upon which any further Trust Certificates are so created and issued, the Trustee will execute a Declaration of Sharing of Assets for and on behalf of the holders of the existing Trust Certificates and the holders of such further Trust Certificates so created and issued, declaring that the relevant Trust Assets in respect of the relevant Series as in existence immediately prior to the creation and issue of such further Trust Certificates are commingled and shall collectively comprise part of the Trust Assets for the benefit of the holders of the existing Trust Certificates and the holders of such further Trust Certificates as tenants in common pro rata according to the principal amount of Trust Certificates held by each Certificateholder, in accordance with the Master Declaration of Trust.



## TERMS AND CONDITIONS OF THE TRUST CERTIFICATES

*The following is the text of the terms and conditions of the Trust Certificates which, as completed by the Final Terms and save for the text in italics, will be incorporated by reference into each Global Trust Certificate and endorsed upon each Individual Trust Certificate issued pursuant to the Programme. The terms and conditions applicable to any Trust Certificate in global form will differ from those terms and conditions which would apply to the Trust Certificate were it in definitive form to the extent described under “Forms of the Trust Certificates” above.*

### 1. INTRODUCTION

#### 1.1 Programme

KSA Sukuk Limited (in its capacity as issuer and trustee, the “**Trustee**”) has established a Trust Certificate Issuance Programme (the “**Programme**”) for the issuance of trust certificates (the “**Trust Certificates**”).

#### 1.2 Final Terms

Trust Certificates issued under the Programme are issued in series (each a “**Series**”), the Trust Certificates of each Series being interchangeable with all other Trust Certificates of that Series. Each Series may comprise one or more tranches (each a “**Tranche**”) of Trust Certificates issued on the same or different issue dates and on terms otherwise identical (or identical other than in respect of the first payment of profit and issue price). Each Tranche is the subject of final terms (which final terms in respect of any individual Tranche of Trust Certificates shall be referred to herein as, “**Final Terms**”). The terms and conditions applicable to a particular Tranche of Trust Certificates are these terms and conditions together with the Final Terms (together, the “**Conditions**”). In the event of any inconsistency between these terms and conditions and the Final Terms, the Final Terms shall prevail. The Trust Certificates may only be issued in registered form.

#### 1.3 Master Declaration of Trust

Each of the Trust Certificates of a Series will represent an undivided ownership interest in the Trust Assets, which are held by the Trustee on trust for, inter alia, the benefit of the Certificateholders pursuant to: (i) a master declaration of trust (the “**Master Declaration of Trust**”) dated 4 April 2017 and made between the Trustee, the Kingdom of Saudi Arabia (the “**Kingdom**”), acting through the Ministry of Finance and Deutsche Trustee Company Limited (the “**Delegate**” which expression shall include any co-Delegate or any successor); (ii) a supplemental declaration of trust entered into on the relevant Issue Date (as defined below) in respect of the relevant Tranche (the “**Supplemental Declaration of Trust**” and, together with the Master Declaration of Trust, the “**Declaration of Trust**”); and (iii) to the extent applicable, a declaration of sharing of assets entered into on the relevant issue date of any further Trust Certificates that are created and issued pursuant to the provisions described in Condition 22 (*Further Issues*) (the “**Declaration of Sharing of Assets**”), further details of which are set out in the Final Terms.

#### 1.4 Agency Agreement

The Trust Certificates are the subject of an agency agreement dated 4 April 2017, as amended or supplemented from time to time (the “**Agency Agreement**”) between the Trustee, the Kingdom acting through the Ministry of Finance, the Delegate, Deutsche Bank AG, London Branch as Principal Paying Agent (the “**Principal Paying Agent**”, which expression includes any successor Principal Paying Agent appointed from time to time in connection with the Trust Certificates), Deutsche Bank Luxembourg S.A. as Regulation S transfer agent (the “**Reg S Transfer Agent**”, which expression includes any successor Regulation S transfer agent appointed from time to time in connection with the Trust Certificates) and as Regulation S registrar (the “**Reg S Registrar**”, which expression includes any successor Regulation S registrar appointed from time to time in connection with the Trust Certificates), Deutsche Bank Trust Company Americas as Rule 144A paying agent (the “**Rule 144A Paying Agent**”, which expression includes any successor Rule 144A paying agent appointed from time to time in connection with the Trust Certificates), as Rule 144A transfer agent (the “**Rule 144A Transfer Agent**”, which expression includes any successor Rule 144A transfer agent appointed from time to time in connection with the Trust Certificates, and together with the Reg S Transfer Agent, the “**Transfer Agents**”) and as Rule 144A registrar (the “**Rule 144A Registrar**”, which expression includes

any successor Rule 144A registrar appointed from time to time in connection with the Trust Certificates, and together with the Reg S Registrar, the “**Registrars**”) and the paying agents named therein (together with the Principal Paying Agent and the Rule 144A Paying Agent, the “**Paying Agents**”, which expression includes any successor or additional paying agents appointed from time to time in connection with the Trust Certificates). References herein to the “**Agents**” are to the Registrars, the Principal Paying Agent, the Transfer Agents, the other Paying Agents and any Calculation Agent (as defined below), and any reference to an “**Agent**” is to each one of them.

## 1.5 The Trust Certificates

All subsequent references in these Conditions to “**Trust Certificates**” are to the Trust Certificates, which are the subject of the Final Terms. Copies of the Final Terms are available for inspection during normal business hours at the specified office of the Principal Paying Agent, the initial specified office of which is set out in the Agency Agreement.

## 1.6 Overviews

Certain provisions of these Conditions are overviews of the Declaration of Trust, the Agency Agreement and the other Transaction Documents (as defined below) and are subject to their detailed provisions. The holders of the Trust Certificates (the “**Certificateholders**”), are bound by, and are deemed to have notice of all the provisions of the Declaration of Trust, the Agency Agreement and each of the other Transaction Documents. Copies of the Declaration of Trust, Agency Agreement and each of the other Transaction Documents are available for inspection by Certificateholders during normal business hours at the Specified Offices of the Trustee and the Paying Agents, or, if applicable, the Registrars, the initial Specified Offices of which are set out in the Agency Agreement.

## 1.7 Authorisation

Each initial Certificateholder, by its acquisition and holding of its interest in a Trust Certificate, shall be deemed, in respect of each Series, to authorise and direct the Trustee, on behalf of the Certificateholders: (i) to apply the sums paid by it in respect of its Trust Certificates in accordance with the Conditions; and (ii) to enter into each Transaction Document to which it is a party, subject to the provisions of the Declaration of Trust and these Conditions.

## 2. DEFINITIONS AND INTERPRETATION

### 2.1 Definitions

In these Conditions, the following expressions have the following meanings:

“**Additional Business Centre(s)**” means the city or cities specified in the Final Terms;

“**Additional Financial Centre(s)**” means the city or cities specified in the Final Terms;

“**Appointee**” means any Receiver, attorney, manager, agent, delegate, nominee, custodian or other person appointed or engaged by the Delegate to discharge any of its functions or to advise in relation thereto;

“**Business Day**” means:

- (a) in relation to any sum payable in euros, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre; and
- (b) in relation to any sum payable in a currency other than euros, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre;

“**Business Day Convention**” in relation to any particular date, has the meaning given in the Final Terms and, if so specified in the Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (a) “**Following Business Day Convention**” means that the relevant date shall be postponed to the first following day that is a Business Day;

- (b) “**Modified Following Business Day Convention**” or “**Modified Business Day Convention**” means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (c) “**Preceding Business Day Convention**” means that the relevant date shall be brought forward to the first preceding day that is a Business Day;
- (d) “**FRN Convention**”, “**Floating Rate Convention**” or “**Eurodollar Convention**” means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the Final Terms as the Specified Period after the calendar month in which the preceding such date occurred *provided that*:
  - (i) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
  - (ii) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day;
  - (iii) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and
- (e) “**No Adjustment**” means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

“**Calculation Agent**” means the Principal Paying Agent or such other Person specified in the Final Terms as the party responsible for calculating the Profit Rate(s) and Periodic Distribution Amount(s);

“**Calculation Amount**” has the meaning given in the Final Terms;

“**Cancellation Certificates**” means the aggregate principal amount of Trust Certificates to be cancelled in accordance with Condition 11.9 (*Cancellation*);

“**Cancellation Date**” means the date on which Trust Certificates are cancelled in accordance with Condition 11.9 (*Cancellation*);

“**Certificateholder Call Option Certificates**” means the aggregate principal amount of Trust Certificates to be redeemed in accordance with Condition 11.4 (*Partial redemption*);

“**Certificateholder Put Option Certificates**” means the aggregate principal amount of Trust Certificates specified as such in a Put Option Notice;

“**Clearstream, Luxembourg**” means Clearstream Banking, S.A.;

“**Code**” means the U.S. Internal Revenue Code of 1986, as amended;

“**Collection Account**” has the meaning given in Condition 7.4 (*Mudaraba Transactions*);

“**Commodities**” has the meaning given in Condition 7.1 (*Summary of the Trust*);

“**Commodity Broker**” means the broker appointed for the buying or selling of the Commodities;

“**control**” means the power, directly or indirectly, through the ownership of voting securities or other ownership interests or through contractual control or otherwise, to direct the management of or elect or appoint a majority of the board of directors or other persons performing similar functions in lieu of, or in addition to, the board of directors of a corporation, trust, financial institution or other entity;

“**Day Count Fraction**” means, in respect of the calculation of an amount for any period of time (the “**Calculation Period**”), such day count fraction as may be specified in these Conditions or the Final Terms and:

- (a) if “**Actual/Actual (ICMA)**” is so specified, means:
  - (i) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of: (A) the

actual number of days in such Regular Period; and (B) the number of Regular Periods in any year; and

- (ii) where the Calculation Period is longer than one Regular Period, the sum of:
- (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
  - (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;
- (b) if “**Actual/365**” or “**Actual/Actual (ISDA)**” is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (c) if “**Actual/365 (Fixed)**” is so specified, means the actual number of days in the Calculation Period divided by 365;
- (d) if “**Actual/360**” is so specified, means the actual number of days in the Calculation Period divided by 360;
- (e) if “**30/360**”, “**360/360**” or “**Bond Basis**” is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

“**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case **D<sub>1</sub>** will be 30;

“**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and **D<sub>1</sub>** is greater than 29, in which case **D<sub>2</sub>** will be 30;

- (f) if “**30E/360**” or “**Eurobond Basis**” is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D<sub>2</sub> will be 30; and

- (g) if “**30E/360 (ISDA)**” is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D<sub>1</sub> will be 30; and

“**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Scheduled Dissolution Date or (ii) such number would be 31, in which case D<sub>2</sub> will be 30,

*provided*, that in each such case, the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period;

“**Declaration of Sharing of Assets**” means, a declaration of sharing of assets, substantially in the form set out in the Master Declaration of Trust;

“**Deferred Sale Price**” means, in relation to a Murabaha Transaction, the deferred sale price that is payable by the Purchaser to the order of the Seller under that Murabaha Transaction, which shall be the aggregate of the relevant Purchase Price and the relevant Murabaha Profit;

“**Deferred Sale Price Instalment**” means, in relation to a Murabaha Transaction, the portion of the Deferred Sale Price that is payable by the Purchaser to the order of the Seller on a relevant Deferred Sale Price Payment Date, as determined pursuant to Condition 7.2 (*Murabaha Transactions—Fixed Rate Trust Certificates*);

“**Deferred Sale Price Payment Date**” means, in relation to a Murabaha Transaction, the date(s) on which the Deferred Sale Price, or, if applicable, a Deferred Sale Price Instalment, is due, as determined pursuant to Condition 7.2 (*Murabaha Transactions—Fixed Rate Trust Certificates*) or Condition 7.3 (*Murabaha Transactions—Floating Rate Trust Certificates*) (as applicable);

“**Dissolution Amount**” means, as appropriate, the Final Dissolution Amount, the Early Dissolution Amount (Tax), the Optional Dissolution Amount (Call), the Optional Dissolution Amount (Put), the Early Dissolution Amount or such other amount in the nature of a redemption amount as may be specified in the Final Terms;

“**Dissolution Date**” means as appropriate: (a) the Scheduled Dissolution Date; (b) the Dissolution Event Dissolution Date; (c) any Tax Dissolution Date; (d) any Optional Dissolution Date (Call) on which all the Trust Certificates are (or have been) redeemed in accordance with the provisions of Condition 11.3 (*Dissolution at the option of the Kingdom*); (e) any Optional Dissolution Date (Put) on which all the Trust Certificates are (or have been) redeemed in accordance with the provisions of Condition 11.5 (*Dissolution at the option of Certificateholders*); (f) such other date as specified in the Final Terms for the redemption of Trust Certificates and dissolution of the Trust in whole or in part prior to the Scheduled Dissolution Date; or (g) the date on which all Trust Certificates are cancelled following the purchase of such Trust Certificates by the Kingdom or any public sector instrumentality of the Kingdom pursuant to Condition 11.8 (*Purchase*);

“**Dissolution Event**” has the meaning given in Condition 14 (*Dissolution Events*);

“**Dissolution Event Dissolution Date**” has the meaning given in Condition 14 (*Dissolution Events*);

“**Dissolution Notice**” has the meaning given in Condition 14 (*Dissolution Events*);

“**Dissolution Request**” has the meaning given in Condition 14 (*Dissolution Events*);

“**DTC**” means The Depository Trust Company;

“**Early Dissolution Amount**” has the meaning given in Condition 11.7 (*Early Dissolution Amounts*);

“**Early Dissolution Amount (Tax)**” has the meaning given in the Final Terms;

“**Euroclear**” means Euroclear Bank SA/NV;

“**Expiry Date**” means the date of the Final Deferred Sale Price Instalment under a Murabaha Transaction, as determined pursuant to Condition 7.2 (*Murabaha Transactions—Fixed Rate Trust Certificates*) or Condition 7.3 (*Murabaha Transactions—Floating Rate Trust Certificates*) (as applicable);

“**External Indebtedness**” means all obligations, and Guarantees in respect of obligations, for money borrowed or raised, including *Shari’ah* compliant financing, which is denominated or payable, or which at the option of the relevant creditor or holder thereof may be payable, in a currency other than the lawful currency of the Kingdom;

“**Final Deferred Sale Price Instalment**” means the portion of the Deferred Sale Price that is payable by the Purchaser to the order of the Seller on the Expiry Date of the relevant Murabaha Transaction, as determined pursuant to Condition 7.2 (*Murabaha Transactions—Fixed Rate Trust Certificates*);

“**Final Dissolution Amount**” means, in respect of any Trust Certificate, its principal amount or such other amount as may be specified in the Final Terms;

“**First Periodic Distribution Date**” has the meaning given in the Final Terms;

“**Fixed Amount**” has the meaning given in the Final Terms;

“**Fixed Rate Trust Certificates**” means those Trust Certificates where Fixed Rate Trust Certificate Provisions are specified in the Final Terms as being applicable;

“**Floating Rate Trust Certificates**” means those Trust Certificates where Floating Rate Trust Certificate Provisions are specified in the Final Terms as being applicable;

“**Guarantee**” means, in relation to any indebtedness of any Person, any obligation of another Person to pay such indebtedness including (without limitation): (a) any obligation to purchase such indebtedness; (b) any obligation to lend money, to purchase or subscribe for shares or other securities or to purchase assets or services in order to provide funds for the payment of such indebtedness; (c) any indemnity against the consequences of a default in the payment of such indebtedness; and (d) any other agreement to be responsible for such indebtedness or other like obligation;

“**IMT Pre-payment Amount**” has the meaning given in Condition 7.2 (*Murabaha Transactions—Fixed Rate Trust Certificates*) or Condition 7.3 (*Murabaha Transactions—Floating Rate Trust Certificates*) (as applicable);

“**Infrastructure Investment Amount**” has the meaning given in Condition 7.4 (*Mudaraba Transactions*);

“**Infrastructure Mudaraba**” has the meaning given in Condition 7.4 (*Mudaraba Transactions*);

“**Infrastructure Mudaraba Agreement**” means a mudaraba agreement dated 4 April 2017 entered into between the Onshore Investment Vehicle (as *rab-ul-maal*) and the Kingdom (as *mudareb*);

“**Infrastructure Mudaraba Income**” has the meaning given in Condition 7.4 (*Mudaraba Transactions*);

“**Infrastructure Mudaraba Payment Amount**” means an amount calculated as follows:

$$\frac{\text{Mudaraba Shortfall Amount}}{9} \times 10$$

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“**Infrastructure Mudareb**” has the meaning given in Condition 7.4 (*Mudaraba Transactions*);

“**Infrastructure Mudareb Profit**” has the meaning given in Condition 7.4 (*Mudaraba Transactions*);

“**Infrastructure Project Purchase Price**” has the meaning given in Condition 7.4 (*Mudaraba Transactions*);

“**Infrastructure Project Profit Percentage**” has the meaning given in the Final Terms;

“**Infrastructure Rab-ul-Maal**” has the meaning given in Condition 7.4 (*Mudaraba Transactions*);

“**Infrastructure Rab-ul-Maal Profit**” has the meaning given in Condition 7.4 (*Mudaraba Transactions*);

“**Initial Murabaha Transaction**” means a murabaha transaction having terms as determined pursuant to Condition 7.2 (*Murabaha Transactions—Fixed Rate Trust Certificates*) or Condition 7.3 (*Murabaha Transactions—Floating Rate Trust Certificates*) (as applicable);

“**Initial Purchase Price**” has the meaning given in the Final Terms;

“**Investment Company Act**” means the U.S. Investment Company Act of 1940, as amended;

“**Investment Portfolio**” has the meaning given in Condition 7.4 (*Mudaraba Transactions*);

“**ISDA Definitions**” means the 2006 ISDA Definitions or such other ISDA Definitions as amended and updated as at the date of issue of the first Tranche of the Trust Certificates of the relevant Series (as specified in the Final Terms) as published by the International Swaps and Derivatives Association, Inc.;

“**Issue Date**” has the meaning given in the Final Terms;

“**Kingdom Event**” means any of the following events:

- (a) *Non-payment*: the Kingdom (acting in any capacity) fails to pay any amount in the nature of principal (required in order to allow the Trustee (or the Principal Paying Agent on its behalf) to make payment of any Dissolution Amount (in full or in part) when due under the Trust Certificates) or profit (required in order to allow the Trustee (or the Principal Paying Agent on its behalf) to make payment of any Periodic Distribution Amount (in full or in part) when due under the Trust Certificates) payable by it pursuant to the Infrastructure Mudaraba Agreement, the Master Murabaha Agreement or any Murabaha Transaction, on the due date for payment thereof and such failure continues for a period of 30 days; or
- (b) *Breach of other obligations*: the Kingdom defaults in the performance or observance of, or compliance with any of its other obligations or undertakings under the Infrastructure Mudaraba Agreement, Master Murabaha Agreement or any Murabaha Transaction, and either such default is not capable of remedy or such default (if capable of remedy) continues unremedied for 60 days after written notice to remedy such default, addressed to the Kingdom by the Delegate, has been delivered to the Kingdom; or
- (c) *Cross-acceleration*: (i) any other Public External Indebtedness of the Kingdom becomes due and payable prior to its stated maturity by reason of default; (ii) any such Public External Indebtedness is not paid at maturity thereof; or (iii) any Guarantee given by the Kingdom of Public External Indebtedness of any other Person is not honoured when due and called upon, and, in the case of either sub-paragraph (ii) or (iii) above, such failure continues beyond any applicable grace period, provided that the amount of Public External Indebtedness referred to in sub-paragraph (i) above and/or (ii) and/or the amount payable under any Guarantee referred to in sub-paragraph (iii) above, as applicable, either alone or when aggregated with all other Indebtedness in respect of which such an event shall have occurred and be continuing shall be more than U.S.\$150,000,000 (or its equivalent in any other currency or currencies); or
- (d) *Moratorium*: the Kingdom shall have declared a general moratorium on the payment of principal of, or interest (however described) on, all or any part of its Public External Indebtedness; or
- (e) *Unlawfulness*: for any reason whatsoever, the obligations under the Transaction Documents become unlawful or are declared by a court of competent jurisdiction to be no longer binding on, or no longer enforceable against, the Kingdom; or
- (f) *Validity*: the Kingdom or any of its political sub-divisions on behalf of the Kingdom contest the validity of the Kingdom’s obligations under the Transaction Documents in respect of the relevant Series of Trust Certificates;

“**Liability**” means any loss, damage, cost, fee, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including, without limitation in respect of taxes, duties,

levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof;

“**Local Time**” means the time in the city in which the Principal Paying Agent has its Specified Office;

“**Master Murabaha Agreement**” means the master murabaha agreement dated 4 April 2017 entered into between the Trustee as seller and the Kingdom acting through the Ministry of Finance as purchaser;

“**Margin**” has the meaning given in the Final Terms;

“**Maximum Dissolution Amount**” has the meaning given in the Final Terms;

“**Minimum Dissolution Amount**” has the meaning given in the Final Terms;

“**minimum Specified Denomination**” means the minimum denomination of each Trust Certificate, which shall not be less than U.S.\$200,000 (or, if the Trust Certificates are denominated in a currency other than U.S. Dollars, the equivalent amount in such currency as at the date of the issue of the Trust Certificates);

“**Mudaraba Assets**” has the meaning given in Condition 7.1 (*Summary of the Trust*);

“**Mudaraba Investment Amount**” has the meaning given in Condition 7.1 (*Summary of the Trust*);

“**Mudaraba Shortfall Amount**” means the sum of: (i) the relevant Required Amount; and (ii) the Primary Mudaraba Tax Payment Amount;

“**Murabaha Assets**” has the meaning given in Condition 7.1 (*Summary of the Trust*);

“**Murabaha Investment Amount**” has the meaning given in Condition 7.1 (*Summary of the Trust*);

“**Murabaha Pre-payment Amount**” has the meaning given in Condition 7.2 (*Murabaha Transactions—Fixed Rate Trust Certificates*) or Condition 7.3 (*Murabaha Transactions—Floating Rate Trust Certificates*) (as applicable);

“**Murabaha Profit**” means the profit mark-up generated by a Murabaha Transaction, as determined pursuant to Condition 7.2 (*Murabaha Transactions—Fixed Rate Trust Certificates*) or Condition 7.3 (*Murabaha Transactions—Floating Rate Trust Certificates*) (as applicable);

“**Murabaha Transaction**” means a contract created between the Seller and the Purchaser pursuant to the terms of the Master Murabaha Agreement, which includes an Initial Murabaha Transaction and any Subsequent Murabaha Transaction;

“**Onshore Investment Vehicle**” means Onshore Saudi Arabian Sukuk Company, a limited liability company owned by a single shareholder, incorporated in the Kingdom of Saudi Arabia with commercial registration number 1010468791;

“**Optional Dissolution Amount (Call)**” means, in respect of any Trust Certificate, its principal amount or such other amount as may be specified in the Final Terms;

“**Optional Dissolution Amount (Put)**” means, in respect of any Trust Certificate, its principal amount or such other amount as may be specified in the Final Terms;

“**Optional Dissolution Date (Call)**” has the meaning given in the Final Terms;

“**Optional Dissolution Date (Put)**” has the meaning given in the Final Terms;

“**Periodic Distribution Amount**” means, in relation to a Trust Certificate and a Periodic Distribution Period, the amount of profit payable in respect of that Trust Certificate for that Periodic Distribution Period, as determined by the Calculation Agent in accordance with the Conditions;

“**Periodic Distribution Date**” means the First Periodic Distribution Date and any date or dates specified as such in, or determined in accordance with the provisions of, the Final Terms and, if a Business Day Convention is specified in the Final Terms:

- (a) as the same may be adjusted in accordance with the relevant Business Day Convention; or
- (b) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of



calendar months following the Profit Commencement Date (in the case of the First Periodic Distribution Date) or the previous Periodic Distribution Date (in any other case);

“**Periodic Distribution Period**” means each period beginning on (and including) the Profit Commencement Date or any Periodic Distribution Date and ending on (but excluding) the next Periodic Distribution Date;

“**Permitted Security Interest**” means:

- (a) any Security Interest upon property or assets incurred for the purpose of financing the acquisition or construction, improvement or repair of such property or asset or any renewal or extension of any such Security Interest, which is limited to the original property or asset covered thereby and which secures any renewal or extension of the original secured financing;
- (b) any Security Interest existing on any property or asset at the time of its acquisition and any renewal or extension of any such Security Interest which is limited to the original property or asset covered thereby and which secures any renewal or extension of the original secured financing;
- (c) any Security Interest in existence on 4 April 2017;
- (d) any Security Interest arising in the ordinary course of banking transactions and securing the Public External Indebtedness of the Kingdom maturing not more than one year after the date on which it is originally incurred;
- (e) any Security Interest arising by operation of law or which arose pursuant to any order of attachment, distraint or similar legal process arising in connection with court proceedings so long as the execution or other enforcement thereof is effectively stayed and the claims secured thereby are being contested in good faith by appropriate proceedings;
- (f) any Security Interest incurred for the purpose of financing all or part of the costs of the acquisition, construction, development, improvement, repair or expansion of any project (including costs such as escalation, interest during construction and financing and refinancing costs); *provided*, that the property over which such Security Interest is granted consists solely of the property, assets or revenues of such project (including, without limitation, royalties and other similar payments accruing to the Kingdom generated by the relevant project); and
- (g) any Security Interest arising in connection with the incurrence of Public External Indebtedness as part of a Securitisation or any renewal or extension thereof.

“**Person**” means any individual, company, corporation, firm, partnership, joint venture, association, unincorporated organisation, trust or any other juridical entity, including, without limitation, a public sector instrumentality, whether or not having separate legal personality;

“**Primary Mudaraba**” has the meaning given in Condition 7.1 (*Summary of the Trust*);

“**Primary Mudaraba Agreement**” means a mudaraba agreement dated 4 April 2017 entered into between the Trustee (as rab-ul-maal) and the Onshore Investment Vehicle (as mudareb);

“**Primary Mudaraba Income**” has the meaning given in Condition 7.4 (*Mudaraba Transactions*);

“**Primary Mudaraba Tax Payment Amount**” means, in respect of any Required Amount, an amount equal to any Taxes payable by the Primary Mudareb under, or in connection with, the Primary Mudaraba in respect of such Required Amount;

“**Primary Mudareb**” has the meaning given in Condition 7.1 (*Summary of the Trust*);

“**Primary Mudareb Profit**” has the meaning given in Condition 7.4 (*Mudaraba Transactions*);

“**Primary Rab-ul-Maal**” has the meaning given in Condition 7.1 (*Summary of the Trust*);

“**Primary Rab-ul-Maal Profit**” has the meaning given in Condition 7.4 (*Mudaraba Transactions*);

“**Principal Financial Centre**” means, in relation to any currency, the principal financial centre for that currency *provided*, that:

- (a) in relation to euros, it means the principal financial centre of such member state of the European Union as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and

(b) in relation to Australian dollars, it means either Sydney or Melbourne and, in relation to New Zealand dollars, it means either Wellington or Auckland; in each case as is selected by the Kingdom;

“**Profit Commencement Date**” means the Issue Date of the Trust Certificates or such other date as may be specified as the profit commencement date in the Final Terms;

“**Profit Determination Date**” has the meaning given in the Final Terms;

“**Profit Rate**” means the rate or rates (expressed as a percentage per annum) of profit payable in respect of the Trust Certificates specified in the Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the Final Terms;

“**Public External Indebtedness**” means External Indebtedness that is in the form of, or represented by, any bond, debenture, trust certificate, note or other similar instrument and as of the date of its issue is, or is capable of being, quoted, listed or ordinarily purchased and sold on any stock exchange, automated trading system or over-the-counter or other securities market;

“**public sector instrumentality**” means any department, ministry or agency of a state or any corporation, trust, financial institution or other entity controlled by such state;

“**Purchase Price**” means the applicable purchase price for the Commodities under the relevant Murabaha Transaction as determined pursuant to Condition 7.2 (*Murabaha Transactions—Fixed Rate Trust Certificates*) or Condition 7.3 (*Murabaha Transactions—Floating Rate Trust Certificates*) (as applicable);

“**Purchaser**” has the meaning given in Condition 7.1 (*Summary of the Trust*);

“**Put Option Notice**” means a notice in the form available from the Specified Office of the Paying Agents, which must be delivered to a Paying Agent by any Certificateholder wanting to exercise a right to redeem a Trust Certificate at the option of the Certificateholder, and as set out at Schedule 3 (*Form of Put Option Notice*) of the Agency Agreement;

“**Put Option Receipt**” means a receipt issued by a Paying Agent to a depositing Certificateholder upon deposit of an Individual Trust Certificate with such Paying Agent by any Certificateholder wanting to exercise a right to redeem a Trust Certificate at the option of the Certificateholder, substantially in the form set out at Schedule 4 (*Form of Put Option Receipt*) of the Agency Agreement;

“**QIBs**” means “qualified institutional buyers” within the meaning of Rule 144A under the Securities Act;

“**QP**” means a “qualified purchaser” within the meaning of Section 2(a)(51) of the Investment Company Act;

“**Record Date**” means the fifteenth Relevant Banking Day before the due date for payment;

“**Reference Banks**” means the four major banks selected by the Kingdom in the market that is most closely connected with the Reference Rate;

“**Reference Rate**” has the meaning given in the Final Terms;

“**Regular Period**” means:

- (a) in the case of Trust Certificates where profit is scheduled to be paid only by means of regular payments, each period from and including the Profit Commencement Date to but excluding the First Periodic Distribution Date and each successive period from and including one Periodic Distribution Date to but excluding the next Periodic Distribution Date;
- (b) in the case of Trust Certificates where, apart from the first Periodic Distribution Period, profit is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where “**Regular Date**” means the day and month (but not the year) on which any Periodic Distribution Date falls; and
- (c) in the case of Trust Certificates where, apart from one Periodic Distribution Period other than the first Periodic Distribution Period, profit is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where “**Regular Date**” means the day and month (but not the year) on which

any Periodic Distribution Date falls other than the Periodic Distribution Date falling at the end of the irregular Periodic Distribution Period;

“**Relevant Banking Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments generally in the place of the Specified Office of the relevant Registrar;

“**Relevant Date**” means, in relation to any payment, whichever is the later of: (a) the date on which the payment in question first becomes due; and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Principal Paying Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Certificateholders in accordance with Condition 23 (*Notices*);

“**Relevant Financial Centre**” has the meaning given in the Final Terms;

“**Relevant Fraction**” means the fraction calculated in accordance with the following formula:

$$\text{Relevant Fraction} = 1 - (A \div B)$$

where:

“**A**” is an amount equal to the aggregate principal amount of the Certificateholder Put Option Certificates, Certificateholder Call Option Certificates or Cancellation Certificates (as applicable); and

“**B**” is an amount equal to the aggregate principal amount of the Trust Certificates outstanding on the last Business Day prior to the relevant Optional Dissolution Date (Put), Optional Dissolution Date (Call) or Cancellation Date (as applicable);

“**Relevant Screen Page**” means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

“**Relevant Time**” has the meaning given in the Final Terms;

“**Required Amount**” has the meaning given in Condition 7.4 (*Mudaraba Transactions*);

“**Scheduled Dissolution Date**” has the meaning given in the Final Terms;

“**Securities Act**” means the U.S. Securities Act of 1933, as amended;

“**Securitisation**” means any securitisation (*Shari’ah* compliant or otherwise) of existing or future assets and/or revenues, *provided* that (a) any Security Interest given by the Kingdom in connection therewith is limited solely to the assets and/or revenues which are the subject of the securitisation; (b) each person participating in such securitisation expressly agrees to limit its recourse to the assets and/or revenues so securitised as the principal source of repayment for the money advanced or payment of any other liability; and (c) there is no other recourse to the Kingdom in respect of any default by any person under the securitisation.

“**Security Interest**” means any lien, pledge, mortgage, security interest, deed of trust, charge or other encumbrance securing any obligation of any Person or any other type of arrangement having a similar effect over any assets or revenues of any Person;

“**Seller**” has the meaning given in Condition 7.1 (*Summary of the Trust*);

“**Settlement Date**” means, in relation to a Murabaha Transaction, the date for the payment of the Purchase Price by or on behalf of the Seller to the relevant Supplier, as determined pursuant to Condition 7.2 (*Murabaha Transactions—Fixed Rate Trust Certificates*) or Condition 7.3 (*Murabaha Transactions—Floating Rate Trust Certificates*) (as applicable);

“**Shortfall Amount**” has the meaning given in Condition 7.8 (*Application of proceeds from the Trust Assets*);

“**SMT Pre-payment Amount**” has the meaning given in Condition 7.2 (*Murabaha Transactions—Fixed Rate Trust Certificates*) or Condition 7.3 (*Murabaha Transactions—Floating Rate Trust Certificates*) (as applicable);

“**Specified Anniversary**” has the meaning given in the Final Terms;

“**Specified Currency**” has the meaning given in the Final Terms;

“**Specified Denomination(s)**” has the meaning given in the Final Terms;

“**Specified Office**” has the meaning given in the Agency Agreement;

“**Specified Period**” has the meaning given in the Final Terms;

“**Subsequent Murabaha Transaction**” means a murabaha transaction having terms as determined pursuant to Condition 7.2 (*Murabaha Transactions—Fixed Rate Trust Certificates*) or Condition 7.3 (*Murabaha Transactions—Floating Rate Trust Certificates*) (as applicable);

“**Subsequent Purchase Price**” has the meaning given in the Final Terms;

“**Supplier**” means, in relation to a Murabaha Transaction, the vendor(s) of the Commodities;

“**TARGET2**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007;

“**TARGET Settlement Day**” means any day on which TARGET2 is open for the settlement of payments in euros;

“**Tax Dissolution Date**” has the meaning given in Condition 11.2 (*Early Dissolution for Tax Reasons*);

“**Tax Event**” has the meaning given in Condition 11.2 (*Early Dissolution for Tax Reasons*);

“**Taxes**” means any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed or levied by or on behalf of the Kingdom of Saudi Arabia or any political subdivision or authority thereof or therein having the power to tax;

“**Transaction Account**” means, in relation to each Series, the account specified as such in the Final Terms;

“**Transaction Documents**” means, in relation to each Series, the Primary Mudaraba Agreement, the Infrastructure Mudaraba Agreement, the Master Murabaha Agreement and each Murabaha Transaction entered into pursuant thereto, the Declaration of Trust as supplemented by the relevant Supplemental Declaration of Trust, the Declaration of Sharing of Assets (to the extent applicable), the Agency Agreement and the Final Terms, each as may be amended, restated and/or supplemented from time to time;

“**Transaction Payments**” has the meaning given in Condition 7.8 (*Application of Proceeds from the Trust Assets*);

“**Trust**” means, in respect of a Series, the trust created by the Trustee over the Trust Assets pursuant to the Declaration of Trust;

“**Trust Assets**” means, in relation to each Series, all of the Trustee’s rights, title, interest and benefit, present and future, in, to and under:

- (a) the relevant Murabaha Assets and the Mudaraba Assets;
- (b) the Transaction Documents (other than: (A) in relation to any representations given to the Trustee and/or the Delegate by the Kingdom pursuant to any of the Transaction Documents and any rights which have been expressly waived by the Trustee in any of the Transaction Documents; and (B) the covenant given to the Trustee pursuant to Clause 17 (*Remuneration and Indemnification of the Trustee and the Delegate*) of the Master Declaration of Trust);
- (c) all monies standing to the credit of the relevant Transaction Account from time to time; and
- (d) all proceeds of the foregoing listed in (a) to (c) above (other than the ordinary share capital of the Trustee and any transaction or corporate benefit fee received by the Trustee); and

“**Trustee Administrator**” means Walkers Corporate Limited.

## 2.2 Interpretation

In these Conditions:

- (a) any reference to principal shall be deemed to include the Dissolution Amount, any additional amounts in respect of principal which may be payable under Condition 13 (*Taxation*) and any other amount in the nature of principal payable pursuant to these Conditions;
- (b) any reference to profit shall be deemed to include the Periodic Distribution Amount and any additional amounts in respect of profit, which may be payable under Condition 13 (*Taxation*) and any other amount in the nature of profit payable pursuant to these Conditions;
- (c) references to Trust Certificates being “**outstanding**” shall be construed in accordance with the definition set out in the Declaration of Trust;
- (d) if an expression is stated in Condition 2.1 (*Definitions*) to have the meaning given in the Final Terms, but the Final Terms gives no such meaning or specifies that such expression is “not applicable” then such expression is not applicable to the Trust Certificates; and
- (e) any reference to the Declaration of Trust, Agency Agreement or other Transaction Document shall be construed as a reference to the Declaration of Trust, Agency Agreement or Transaction Document, as the case may be, as amended and/or supplemented up to and including the Issue Date of the Trust Certificates.

## 3. FORM, DENOMINATION AND TITLE

### 3.1 Trust Certificates

Trust Certificates are issued in the Specified Currency and the Specified Denomination and may be held in holdings equal to the Specified Denomination, which shall not be less than the minimum Specified Denomination. The holder of each Trust Certificate shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing on the Trust Certificate relating thereto (other than the endorsed form of transfer) or any previous loss or theft of such Trust Certificate), and no Person shall be liable for so treating such holder. Title to Trust Certificates will pass by registration of transfers in the register, which the Trustee shall procure to be kept by the Registrars, in accordance with the provisions of the Agency Agreement. All Individual Trust Certificates (as defined in the Agency Agreement) will be numbered serially with an identity number which will be recorded in the register.

## 4. TRANSFERS OF TRUST CERTIFICATES

### 4.1 Transfers of Trust Certificates

A Trust Certificate may, upon the terms and subject to the conditions set forth in the Agency Agreement, be transferred in whole or in part only (*provided*, that such part and the remainder not transferred is not less than the Specified Denomination) upon the surrender of the Trust Certificate to be transferred, together with the form of transfer endorsed on it duly completed and executed, at the Specified Office of the relevant Registrar. In the case of a transfer of part only of a Trust Certificate, a new Trust Certificate will be issued to the transferee and a new Trust Certificate in respect of the balance not transferred will be issued to the transferor.

### 4.2 Issue of new Trust Certificates

Each new Trust Certificate to be issued upon the transfer of a Trust Certificate will, within ten Relevant Banking Days of the day on which such Trust Certificate was presented for transfer, be available for collection by each relevant holder at the Specified Office of the relevant Registrar or, at the option of the holder requesting such transfer, be mailed (by uninsured post at the risk of the holder(s) entitled thereto) to such address(es), as may be specified by such holder. For these purposes, a form of transfer received by the relevant Registrar or the Principal Paying Agent after the Record Date in respect of any payment due in respect of Trust Certificates shall be deemed not to be effectively received by the relevant Registrar or the Principal Paying Agent until the day following the due date for such payment.

### **4.3 Charges for transfer or exchange**

The issue of new Trust Certificates on transfer will be effected without charge by or on behalf of the Trustee, the Kingdom, the Principal Paying Agent or the relevant Registrar, but upon payment by the applicant of (or the giving by the applicant of such indemnity and/or security, as the Trustee, the Kingdom, the Principal Paying Agent or the relevant Registrar may require in respect of) any tax, duty or other governmental charges which may be imposed in relation thereto.

### **4.4 Closed Periods**

Holders of Trust Certificates may not require transfers of a Trust Certificate to be registered during the period of 15 days ending on the due date for any redemption of or payment of principal or profit in respect of the Trust Certificates.

### **4.5 Forced Transfer**

If at any time the Trustee or the Kingdom determines that any beneficial owner of Trust Certificates, or any account for which such owner purchased Trust Certificates, who is required to be a QIB that is also a QP, is not a QIB that is also a QP, the Trustee or the Kingdom, as the case may be, may (a) compel such beneficial owner to sell its Trust Certificates to a person who is (i) a QIB that is also a QP and that is, in each case, otherwise qualified to purchase such Trust Certificates in a transaction exempt from registration under the Securities Act or (ii) not a U.S. person within the meaning of Regulation S under the Securities Act or (b) compel the beneficial owner to sell such Trust Certificates to the Trustee, the Kingdom or an affiliate thereof at a price equal to the lesser of (x) the purchase price paid by the beneficial owner for such Trust Certificates, (y) 100 per cent. of the principal amount thereof and (z) the fair market value thereof. The Trustee and the Kingdom have the right to refuse to honour the transfer of interests in a Restricted Global Trust Certificate or any Restricted Trust Certificates (each as defined in the Agency Agreement) to a U.S. person who is not a QIB and a QP.

## **5. STATUS**

### **5.1 Status**

The Trust Certificates will represent an undivided ownership interest of the Certificateholders in the Trust Assets of the relevant Series and the entitlement of each Certificateholder to principal and profit under the Trust Certificates, will be direct, unsubordinated, unsecured and limited recourse obligations of the Trustee and will rank *pari passu*, without preference or priority, with the entitlement of the holders of all other Trust Certificates of the relevant Series issued under the Programme.

The payment obligations of the Kingdom (in any capacity) under the Transaction Documents in respect of each Series of Trust Certificates are and will be the direct, unconditional and (subject to Condition 6 (*Negative Pledge*)) unsecured obligations of the Kingdom and rank and will rank *pari passu*, without preference among themselves, with all other unsecured External Indebtedness of the Kingdom, from time to time outstanding, provided, further, that the Kingdom shall have no obligation to effect equal or rateable payment(s) at any time with respect to any such other External Indebtedness and, in particular, shall have no obligation to pay other External Indebtedness at the same time or as a condition of paying sums due under the Transaction Documents in respect of each Series of Trust Certificates, and vice versa.

The full faith and credit of the Kingdom is pledged for the due and punctual payment of amounts due by the Kingdom, and the performance of all other obligations of the Kingdom, under the Transaction Documents in respect of each Series of Trust Certificates.

### **5.2 Limited Recourse**

The proceeds of the Trust Assets are the sole source of payments on the Trust Certificates. Accordingly, Certificateholders, by subscribing for or acquiring the Trust Certificates, acknowledge that they will have no recourse to any assets of the Trustee (other than the Trust Assets) (including, in particular, other assets comprised in other trusts, if any), the Onshore Investment Vehicle (to the extent that it fulfils all of its obligations under the Transaction Documents), the Kingdom (to the extent that it fulfils all of its obligations under the Transaction Documents), the Delegate, the Agents, or any of their respective affiliates, shareholders, directors, officers or corporate service providers in

respect of any shortfall in the expected amounts from the Trust Assets to the extent the Trust Assets have been exhausted, following which all obligations of the Trustee, the Kingdom, the Onshore Investment Vehicle, the Delegate, the Agents and their respective affiliates, directors and agents shall be extinguished.

The Kingdom is obliged to make certain payments under the Transaction Documents directly to the Trustee (for and on behalf of the Certificateholders). The Trustee and/or the Delegate (acting in the name and on behalf of the Trustee) will have direct recourse against the Kingdom to recover payments due to the Trustee from the Kingdom pursuant to the Transaction Documents.

The proceeds of the realisation of, or enforcement with respect to, the Trust Assets may not be sufficient to make all payments due in respect of the Trust Certificates. If, following the distribution of such proceeds, there remains a shortfall in payments due under the Trust Certificates, subject to Condition 15 (*Enforcement and Exercise of Rights*), no holder of Trust Certificates will have any claim against the Trustee, the Onshore Investment Vehicle (to the extent that it fulfils all of its obligations under the Transaction Documents), the Kingdom (to the extent that it fulfils all of its obligations under the Transaction Documents), the Delegate, the Agents, or any of their respective affiliates, shareholders, directors, officers or corporate service providers or against any assets (other than the Trust Assets to the extent not exhausted) in respect of such shortfall and any unsatisfied claims of Certificateholders shall be extinguished.

In particular, no holder of Trust Certificates will be able to petition for, or join any other person in instituting proceedings for, the reorganisation, liquidation, winding up or receivership of the Trustee, the Onshore Investment Vehicle, the Delegate, the Agents or any of their respective affiliates as a consequence of such shortfall or otherwise.

The Certificateholders are not secured creditors of the Trustee, the Onshore Investment Vehicle and/or the Kingdom or any of their subsidiaries and/or affiliates by reason of their respective undivided ownership in, or of the rights, title, interests, benefits and entitlements in, to and under the Trust Assets.

### **5.3 Agreement of Certificateholders**

By purchasing Trust Certificates, each Certificateholder is deemed to have agreed that notwithstanding anything to the contrary contained in these Conditions or any Transaction Document:

- (a) no payment of any amount whatsoever shall be made by or on behalf of the Trustee except to the extent funds are available therefor from the Trust Assets;
- (b) no recourse shall be had for the payment of any amount owing under the Trust Certificates or under any Transaction Document, whether for the payment of any fee, indemnity or other amount hereunder or any other obligation or claim arising out of or based upon the Conditions or any Transaction Document, as applicable, against the Trustee, the Onshore Investment Vehicle (to the extent that it fulfils all of its obligations under the relevant Transaction Documents), the Kingdom (to the extent that it fulfils all of its obligations under the relevant Transaction Documents), the Delegate or any Agent or any other respective Affiliates to the extent the relevant Trust Assets have been exhausted following which all obligations of the Trustee, the Kingdom, the Onshore Investment Vehicle, the Delegate, the Agents and their respective affiliates, directors and agents shall be extinguished;
- (c) prior to the date which is one year and one day after the date on which all amounts owing by the Trustee under the Transaction Documents have been paid in full (including, for the avoidance of doubt, under all Series which have been issued under the Programme), it will not institute against, or join with any other person in instituting against, the Trustee, any bankruptcy, reorganisation, arrangement or liquidation proceedings or other proceedings under any bankruptcy or similar law;
- (d) no recourse (whether by institution or enforcement of any legal proceedings or assessment or otherwise) in respect of any breaches of any duty, obligation or undertaking of the Trustee arising under or in connection with these Conditions or the Declaration of Trust by virtue of any customary law, statute or otherwise shall be had against any shareholder, officer or director of the Trustee in their capacity as such and any and all personal Liability of every such shareholder, officer or director in their capacity as such for any breaches by the Trustee of any such duty,

obligation or undertaking is hereby expressly waived and excluded to the extent permitted by law. The obligations of the Trustee under the Conditions and the Declaration of Trust are corporate or limited liability obligations of the Trustee and no personal liability shall attach to or be incurred by the shareholders, members, officers, agents or directors of the Trustee save in the case of their gross negligence, wilful default or fraud; and

- (e) it shall not be entitled to claim or exercise any right of set-off or counterclaim in respect of any sums due under the Conditions or any part thereof with respect to any Liability owed by it to the Trustee or claim any lien or other rights over any property held by it on behalf of the Trustee.

## 6. NEGATIVE PLEDGE

So long as any Trust Certificate remains outstanding (as defined in the Agency Agreement), the Kingdom will not create, incur, assume or permit to arise or subsist any Security Interest, other than a Permitted Security Interest, upon the whole or any part of its present or future assets or revenues to secure any Public External Indebtedness of the Kingdom or any Guarantee by the Kingdom of Public External Indebtedness of any other Person unless, at the same time or prior thereto, the obligations of the Kingdom under the Infrastructure Mudaraba Agreement, Master Murabaha Agreement and each Murabaha Transaction: (a) are (in the absolute discretion of the Delegate) secured equally and rateably therewith; or (b) have the benefit of such other arrangements as may be approved by an Extraordinary Resolution of the Certificateholders.

For the avoidance of doubt, any right or obligation granted directly or indirectly to holders of sukuk representing the credit of the Kingdom or in respect of any other *Shari'ah* compliant financing, offering of certificates or other similar instruments (including, but not limited to, a *Shari'ah* compliant sale and Ijara (lease) financing) or by any other mechanism provided for and implemented in accordance with the applicable laws and regulations having an analogous effect (and howsoever documented) shall not of itself comprise a Security Interest or guarantee or indemnity for the purposes of this Condition 6 (*Negative Pledge*).

## 7. TRUST

### 7.1 Summary of the Trust

The proceeds from the issuance of each Tranche of Trust Certificates will be applied by the Trustee on behalf of the Certificateholders, as follows:

- (a) an amount equal to no more than 49 per cent. of the proceeds from the issuance of each Tranche of Trust Certificates (such percentage to be set out in the Final Terms for each Tranche of Trust Certificates) (the “**Murabaha Investment Amount**”) will be used by the Trustee to purchase certain *Shari'ah*-compliant commodities (the “**Commodities**”) through a Commodity Broker. The Trustee (in its capacity as seller, the “**Seller**”) will then sell such Commodities to the Kingdom (in its capacity as purchaser, the “**Purchaser**”) on a deferred payment basis pursuant to the Master Murabaha Agreement (the rights of the Seller pursuant to the terms of the Master Murabaha Agreement comprising the “**Murabaha Assets**”); and
- (b) an amount equal to no less than 51 per cent. of the proceeds from the issuance of each Tranche of Trust Certificates (such percentage to be set out in the Final Terms for each Tranche of Trust Certificates) (the “**Mudaraba Investment Amount**”) will be provided by the Trustee, in its capacity as rab-ul-maal (the “**Primary Rab-ul-Maal**”), to the Onshore Investment Vehicle, acting as a mudareb (the “**Primary Mudareb**”). The Primary Mudareb shall apply the Mudaraba Investment Amount in a mudaraba to be constituted by a mudaraba agreement (the “**Primary Mudaraba Agreement**”) between the Primary Rab-ul-Maal and the Primary Mudareb under which the Mudaraba Investment Amount will be invested in a further mudaraba to be managed by the Kingdom (the “**Infrastructure Mudareb**”). The rights of the Trustee pursuant to the terms of the Primary Mudaraba Agreement being the mudaraba assets (the “**Mudaraba Assets**”).

### 7.2 Murabaha Transactions—Fixed Rate Trust Certificates

- (a) This Condition 7.2 (*Murabaha Transactions—Fixed Rate Trust Certificates*) is applicable only if the Fixed Rate Trust Certificate provisions are specified in the Final Terms as being applicable.



- (b) On the relevant Issue Date, the Seller and the Purchaser shall enter into an Initial Murabaha Transaction on the terms set out in the Master Murabaha Agreement.
- (c) The terms of the Initial Murabaha Transaction shall provide, without limitation, that:
  - (i) the Purchase Price shall be equal to the Initial Purchase Price;
  - (ii) the Settlement Date shall be the relevant Issue Date;
  - (iii) the Expiry Date shall be the relevant Scheduled Dissolution Date;
  - (iv) the Deferred Sale Price Payment Date shall be the Expiry Date;
  - (v) the Deferred Sale Price shall be an amount which is the aggregate of the Purchase Price and the Murabaha Profit;
  - (vi) the Murabaha Profit shall be an amount equal to the aggregate principal amount of the relevant Tranche of Trust Certificates on the Issue Date, less the Murabaha Investment Amount; and
  - (vii) on a Dissolution Date, the outstanding Deferred Sale Price under the Initial Murabaha Transaction shall become immediately due and payable in full and shall be paid into the Transaction Account by not later than 10.00 a.m. (Local Time) on such Dissolution Date.
- (d) On the relevant Issue Date and thereafter on the Expiry Date of the immediately preceding Subsequent Murabaha Transaction, the Seller and the Purchaser shall enter into a Subsequent Murabaha Transaction on the terms set out in the Master Murabaha Agreement.
- (e) The terms of the first Subsequent Murabaha Transaction shall provide, without limitation, that:
  - (i) the Purchase Price shall be equal to the Subsequent Purchase Price;
  - (ii) the Settlement Date shall be the relevant Issue Date;
  - (iii) the Expiry Date shall be the earlier of: (i) the Periodic Distribution Date falling on the Specified Anniversary of the Issue Date; or (ii) the Scheduled Dissolution Date;
  - (iv) the Deferred Sale Price shall be payable in instalments with a Deferred Sale Price Payment Date on each Periodic Distribution Date from (but excluding), the Settlement Date to (and including) the Expiry Date;
  - (v) the Deferred Sale Price shall be the aggregate of the Purchase Price and the Murabaha Profit;
  - (vi) the Murabaha Profit shall be an amount equal to the aggregate of the Periodic Distribution Amounts due under the relevant Tranche of Trust Certificates for the period from the relevant Issue Date to (and including) the Expiry Date;
  - (vii) the Deferred Sale Price Instalment due on each Deferred Sale Price Payment Date (other than the Final Deferred Sale Price Instalment) shall be paid into the Transaction Account by not later than 10.00 a.m. (Local Time) on such date and shall be equal to the Periodic Distribution Amount due on the relevant Deferred Sale Price Payment Date;
  - (viii) the Final Deferred Sale Price Instalment shall be equal to the then outstanding Deferred Sale Price and shall be paid into the Transaction Account on the Expiry Date by not later than 10.00 a.m. (Local Time); and
  - (ix) on a Dissolution Date, the outstanding Deferred Sale Price under the Subsequent Murabaha Transaction shall become immediately due and payable in full and shall be paid into the Transaction Account by not later than 10.00 a.m. (Local Time) on such Dissolution Date.
- (f) The terms of each further Subsequent Murabaha Transaction shall provide, without limitation, that:
  - (i) the Purchase Price shall be equal to the Final Deferred Sale Price Instalment of the immediately preceding Subsequent Murabaha Transaction, less the amount of the Periodic Distribution Amount due on the Expiry Date of such immediately preceding Subsequent Murabaha Transaction;

- (ii) the Settlement Date shall be the Expiry Date of the immediately preceding Subsequent Murabaha Transaction;
  - (iii) the Expiry Date shall be the earlier of: (i) the Periodic Distribution Date falling on the Specified Anniversary of the Expiry Date of the immediately preceding Subsequent Murabaha Transaction; or (ii) the Scheduled Dissolution Date;
  - (iv) the Deferred Sale Price shall be payable in instalments with a Deferred Sale Price Payment Date on each Periodic Distribution Date from (but excluding) the Settlement Date to (and including) the Expiry Date;
  - (v) the Deferred Sale Price shall be the aggregate of the Purchase Price and the Murabaha Profit;
  - (vi) the Murabaha Profit shall be an amount equal to the aggregate of the Periodic Distribution Amounts due under the relevant Tranche of Trust Certificates for the period from (but excluding) the Settlement Date, to (and including) the Expiry Date;
  - (vii) the Deferred Sale Price Instalment due on each Deferred Sale Price Payment Date (other than the Final Deferred Sale Price Instalment) shall be paid into the Transaction Account by not later than 10.00 a.m. (Local Time) on such date and shall be equal to the Periodic Distribution Amount due on the relevant Periodic Distribution Date;
  - (viii) the Final Deferred Sale Price Instalment shall be equal to the then outstanding Deferred Sale Price which shall be paid into the Transaction Account on the Expiry Date by not later than 10.00 a.m. (Local Time); and
  - (ix) on a Dissolution Date, the outstanding Deferred Sale Price under the Subsequent Murabaha Transaction shall become immediately due and payable in full and shall be paid into the Transaction Account by not later than 10.00 a.m. (Local Time) on such Dissolution Date.
- (g) If the Put Option is specified as applicable in the Final Terms and some, but not all, of the Certificateholders elect to redeem their Trust Certificates on any Optional Dissolution Date (Put) specified in the Final Terms in accordance with Condition 11.5 (*Dissolution at the option of Certificateholders*), it will trigger an early partial pre-payment of the Deferred Sale Price due under the Initial Murabaha Transaction (any such pre-payment amount, the “**IMT Pre-payment Amount**”) and the then outstanding Subsequent Murabaha Transaction (any such pre-payment amount, the “**SMT Pre-payment Amount**” and, together with the IMT Pre-payment Amount, the “**Murabaha Pre-payment Amount**”), such that each Deferred Sale Price after the relevant pre-payment will be equal to the value of each such Deferred Sale Price on the last Business Day prior to the Optional Dissolution Date (Put) multiplied by the Relevant Fraction. In respect of the relevant Murabaha Pre-payment Amount, such Murabaha pre-payment Amount shall equal the aggregate principal amount of the relevant Certificateholder Put Option Certificates being redeemed on the relevant Optional Dissolution Date (Put), together with any Periodic Distribution Amounts due but unpaid on the Certificateholder Put Option Certificates, and shall be paid into the Transaction Account by not later than 10.00 a.m. (Local Time) on the relevant Optional Dissolution Date (Put).
- (h) If the Call Option is specified as applicable in the Final Terms and some, but not all, of the Trust Certificates are to be redeemed on the Optional Dissolution Date (Call) specified in the Final Terms in accordance with Condition 11.4 (*Partial redemption*), it will trigger an early partial pre-payment of the Deferred Sale Price due under each of the Initial Murabaha Transaction and the then outstanding Subsequent Murabaha Transaction, such that each Deferred Sale Price after the relevant pre-payment will be equal to the value of each such Deferred Sale Price on the last Business Day prior to the Optional Dissolution Date (Call) multiplied by the Relevant Fraction. In respect of the relevant Murabaha Pre-payment Amount, such Murabaha Pre-payment Amount shall equal the aggregate principal amount of the relevant Certificateholder Call Option Certificates being redeemed on the relevant Optional Dissolution Date (Call), together with any Periodic Distribution Amounts due but unpaid on the Certificateholder Call Option Certificates, and shall be paid into the Transaction Account by not later than 10.00 a.m. (Local Time) on the relevant Optional Dissolution Date (Call).
- (i) If any Trust Certificates of a Series are cancelled in accordance with Condition 11.8 (*Purchase*), on the Cancellation Date, it will trigger a reduction in the Deferred Sale Price due under each of

the Initial Murabaha Transaction and the then outstanding Subsequent Murabaha Transaction to amounts that are, respectively, equal to the values of each such Deferred Sale Price on the last Business Day prior to the Cancellation Date multiplied by the Relevant Fraction.

### **7.3 Murabaha Transactions—Floating Rate Trust Certificates**

- (a) This Condition 7.3 (*Murabaha Transactions—Floating Rate Trust Certificates*) is applicable only if the Floating Rate Trust Certificate provisions are specified in the Final Terms as being applicable.
- (b) On the relevant Issue Date, the Seller and the Purchaser shall enter into an Initial Murabaha Transaction on the terms set out in the Master Murabaha Agreement.
- (c) The terms of the Initial Murabaha Transaction shall provide, without limitation, that:
  - (i) the Purchase Price shall be equal to the Initial Purchase Price;
  - (ii) the Settlement Date shall be the relevant Issue Date;
  - (iii) the Expiry Date shall be the relevant Scheduled Dissolution Date;
  - (iv) the Deferred Sale Price Payment Date shall be the Expiry Date;
  - (v) the Deferred Sale Price shall be an amount which is the aggregate of the Purchase Price and the Murabaha Profit;
  - (vi) the Murabaha Profit shall be an amount equal to the aggregate principal amount of the relevant Tranche of Trust Certificates on the Issue Date, less the Murabaha Investment Amount; and
  - (vii) on a Dissolution Date, the outstanding Deferred Sale Price under the Initial Murabaha Transaction shall become immediately due and payable in full and shall be paid into the Transaction Account by not later than 10.00 a.m. (Local Time) on such Dissolution Date.
- (d) On the relevant Issue Date and thereafter on each Periodic Distribution Date, the Seller and the Purchaser shall enter into a Subsequent Murabaha Transaction on the terms set out in the Master Murabaha Agreement.
- (e) The terms of the Subsequent Murabaha Transaction shall provide, without limitation, that:
  - (i) the Purchase Price shall be equal to: (i) the Subsequent Purchase Price (in the case of the first Subsequent Murabaha Transaction); or (ii) the Final Deferred Sale Price Instalment of the immediately preceding Subsequent Murabaha Transaction, less the amount of the Murabaha Profit due on the immediately preceding Subsequent Murabaha Transaction (in the case of any Subsequent Murabaha thereafter);
  - (ii) the Settlement Date shall be the relevant Issue Date or the Expiry Date of the immediately preceding Subsequent Murabaha Transaction (as applicable);
  - (iii) the Expiry Date shall be the immediately following Periodic Distribution Date;
  - (iv) the Deferred Sale Price Payment Date shall be the Expiry Date;
  - (v) the Deferred Sale Price shall be the aggregate of the Purchase Price and the Murabaha Profit;
  - (vi) The Murabaha Profit shall be an amount equal to the aggregate Periodic Distribution Amount due under the relevant Tranche of Trust Certificates on the Expiry Date; and
  - (vii) on a Dissolution Date, the outstanding Deferred Sale Price under the Subsequent Murabaha Transaction shall become immediately due and payable in full and shall be paid into the Transaction Account by not later than 10.00 a.m. (Local Time) on such Dissolution Date.
- (f) On the Expiry Date of each Subsequent Murabaha Transaction, the Murabaha Profit shall constitute Murabaha Income and be paid into the Transaction Account by not later than 10.00 a.m. (Local Time). The proportion of the Deferred Sale Price equal to the Purchase Price of the Subsequent Murabaha Transaction will be reinvested in a Subsequent Murabaha Transaction on the terms set out above.

- (g) If the Put Option is specified as applicable in the Final Terms and some, but not all, of the Certificateholders elect to redeem their Trust Certificates on any Optional Dissolution Date (Put) specified in the Final Terms in accordance with Condition 11.5 (*Dissolution at the option of Certificateholders*), it will trigger an early partial pre-payment of the Deferred Sale Price due under each of the Initial Murabaha Transaction (any such pre-payment amount, the “**IMT Pre-payment Amount**”) and the then outstanding Subsequent Murabaha Transaction (any such pre-payment amount, the “**SMT Pre-payment Amount**”) and, together with the IMT Pre-payment Amount, the “**Murabaha Pre-payment Amount**”), such that each Deferred Sale Price after the relevant pre-payment will be equal to the value of each such Deferred Sale Price on the last Business Day prior to the Optional Dissolution Date (Put) multiplied by the Relevant Fraction. In respect of the relevant Murabaha Pre-payment Amount, such Murabaha Pre-payment Amount shall equal the aggregate principal amount of the relevant Certificateholder Put Option Certificates being redeemed on the relevant Optional Dissolution Date (Put), together with any Periodic Distribution Amounts due but unpaid on the Certificateholder Put Option Certificates, and shall be paid into the Transaction Account by not later than 10.00 a.m. (Local Time) on the Optional Dissolution Date (Put).
- (h) If the Call Option is specified as applicable in the Final Terms and some, but not all, of the Trust Certificates are to be redeemed on the Optional Dissolution Date (Call) specified in the Final Terms in accordance with Condition 11.4 (*Partial redemption*), it will trigger an early partial pre-payment of the Deferred Sale Price due under each of the Initial Murabaha Transaction and the then outstanding Subsequent Murabaha Transaction, such that each Deferred Sale Price after the relevant pre-payment will be equal to the value of each such Deferred Sale Price on the last Business Day prior to the Optional Dissolution Date (Call) multiplied by the Relevant Fraction. In respect of the relevant Murabaha Pre-payment Amount, such Murabaha Pre-payment Amount shall equal the aggregate principal amount of the relevant Certificateholder Call Option Certificates being redeemed on the relevant Optional Dissolution Date (Call), together with any Periodic Distribution Amounts due but unpaid on the Certificateholder Call Option Certificates, and shall be paid into the Transaction Account by not later than 10.00 a.m. (Local Time) on the relevant Optional Dissolution Date (Call).
- (i) If any Trust Certificates of a Series are cancelled in accordance with Condition 11.8 (*Purchase*), on the Cancellation Date, it will trigger a reduction in the Deferred Sale Price due under each of the Initial Murabaha Transaction and the then outstanding Subsequent Murabaha Transaction to amounts that are, respectively, equal to the values of each such Deferred Sale Price on the last Business Day prior to the Cancellation Date multiplied by the Relevant Fraction.

#### 7.4 Mudaraba Transactions

On the Issue Date of each Tranche, the Primary Mudareb acting in its capacity as infrastructure rab-ul-maal (the “**Infrastructure Rab-ul-Maal**”), will, on the relevant Issue Date, apply an amount equal to the Mudaraba Investment Amount (the “**Infrastructure Investment Amount**”) as the capital of a further mudaraba (the “**Infrastructure Mudaraba**”) constituted by the Infrastructure Mudaraba Agreement, pursuant to which the Kingdom, acting in its capacity as mudareb (the “**Infrastructure Mudareb**”), shall invest the Infrastructure Investment Amount on behalf of the Infrastructure Rab-ul-Maal in various infrastructure projects being undertaken by the Kingdom (the “**Investment Portfolio**”).

In respect of each Infrastructure Mudaraba, the Infrastructure Mudareb will be provided with the authority by the Infrastructure Rab-ul-Maal to choose the infrastructure projects into which it will invest the Infrastructure Investment Amount. The Infrastructure Mudareb will have the discretion, at any time, to substitute any part of, or all of, the Investment Portfolio with interests in other infrastructure projects being undertaken by the Kingdom. The Infrastructure Mudareb shall also have the right, but not the obligation, to purchase any part of, or all of, the Investment Portfolio. The purchase price (the “**Infrastructure Project Purchase Price**”) by the Infrastructure Mudareb for such infrastructure projects shall be equal to the value of such infrastructure projects as determined on the most recent constructive liquidation of the Investment Portfolio, plus a profit amount equal to the Infrastructure Project Profit Percentage of such value. The Infrastructure Project Purchase Price shall be reinvested in infrastructure projects being undertaken by the Kingdom in accordance with the terms of the Infrastructure Mudaraba Agreement.

Any income from the relevant Investment Portfolio, less total costs (consisting of direct costs and allocated costs of such activities) shall be the income from the Infrastructure Mudaraba (the “**Infrastructure Mudaraba Income**”).

The Infrastructure Mudareb shall be entitled to retain 10 per cent. of any Infrastructure Mudaraba Income (the “**Infrastructure Mudareb Profit**”) and the Infrastructure Rab-ul-Maal shall be entitled to receive 90 per cent. of any Infrastructure Mudaraba Income (the “**Infrastructure Rab-ul-Maal Profit**”). The Infrastructure Rab-ul-Maal Profit shall be credited to a notional account to be maintained by the Infrastructure Mudareb for and on behalf of the Infrastructure Rab-ul-Maal (the “**Collection Account**”).

The Infrastructure Mudareb shall be authorised by the Infrastructure Rab-ul-Maal to use or invest the Infrastructure Rab-ul-Maal Profit (if any) standing to the credit of the relevant Collection Account in other infrastructure projects being undertaken by the Kingdom for and on behalf of the Infrastructure Rab-ul-Maal and such acquired interests shall constitute part of the relevant Investment Portfolio.

In relation to each Series, on each Periodic Distribution Date and/or Dissolution Date (as applicable), to the extent that the monies already standing to the credit of the relevant Transaction Account (as a result of payments of the relevant Deferred Sale Price(s) under the Master Murabaha Agreement or otherwise) are insufficient to fund in full all amounts payable by the Trustee under the Trust Certificates of the relevant Series on the relevant Periodic Distribution Date and/or Dissolution Date (as applicable) (such shortfall, the “**Required Amount**”), the Infrastructure Mudareb shall, if so directed by the Principal Paying Agent, apply, on such Periodic Distribution Date and/or Dissolution Date (as applicable), the amounts standing to the credit of the Collection Accounts of the relevant Series (in each case, only to the extent that such funds are available in such Collection Accounts) to pay to (or to the order of) the Infrastructure Rab-ul-Maal the relevant Infrastructure Mudaraba Payment Amount.

Any Infrastructure Mudaraba Payment Amount received by the Infrastructure Rab-ul-Maal under the Infrastructure Mudaraba shall constitute the income of the corresponding Primary Mudaraba (the “**Primary Mudaraba Income**”). The Primary Mudareb shall be entitled to retain 10 per cent. of any Primary Mudaraba Income (the “**Primary Mudareb Profit**”) and the Primary Rab-ul-Maal shall be entitled to receive 90 per cent. of any Primary Mudaraba Income (the “**Primary Rab-ul-Maal Profit**”). Any Primary Rab-ul-Maal Profit received by the Primary Mudareb from time to time (if any and only to the extent so required, and to the extent such amounts are available, for the purpose described as follows) will be paid (or such payment will be procured) by the Primary Mudareb directly into the Transaction Account in order to enable the Trustee to make payment of the relevant Required Amount.

On a Dissolution Date, the Infrastructure Mudareb shall liquidate the Investment Portfolio(s) relating to the relevant Series of Trust Certificates at its liquidation value based on book value (as determined by the Infrastructure Mudareb (acting reasonably)) and the proceeds of such liquidation shall be credited to the relevant Collection Account(s). Following the redemption of the relevant Series of Trust Certificates and after the date on which all amounts owing to the Certificateholders under that Series of Trust Certificates have been paid in full, the balance of the monies (if any) standing to the credit of the relevant Collection Account(s) will be retained by the Infrastructure Mudareb as an incentive fee for its own account.

On a Dissolution Date, following the redemption of the Trust Certificates in full and after the date on which all amounts owing to the Certificateholders under that Series of Trust Certificates have been paid in full and only after liquidation of the Infrastructure Mudaraba(s) relating to the relevant Series of Trust Certificates pursuant to the terms of the Infrastructure Mudaraba Agreement, the Primary Mudareb shall liquidate the Primary Mudaraba(s) relating to such Series of Trust Certificates and the proceeds of such liquidation shall be applied, to the extent required (without double counting), towards payment of the amount then due and payable to the relevant Transaction Account in respect of such Series in order to enable the Trustee to make payment of the relevant Required Amount (if any). The balance of any proceeds of liquidation of the relevant Primary Mudaraba(s) will be retained by the Primary Mudareb as an incentive fee for its own account.

### **7.5 The impact on the Infrastructure Mudaraba on the exercise of a Put Option**

When the Put Option is specified as applicable in the Final Terms and the Certificateholders elect to redeem some, but not all, of the Trust Certificates of the Series on any Optional Dissolution Date (Put) specified in the Final Terms in accordance with Condition 11.5 (*Dissolution at the option of Certificateholders*), on the relevant Optional Dissolution Date (Put), there will be a partial liquidation of any Infrastructure Mudaraba entered into in respect of the relevant Series of Trust Certificates.

The Investment Portfolio corresponding to each such Infrastructure Mudaraba shall be reduced to an amount that is equal to the value of such Investment Portfolio on the Business Day prior to the Optional Dissolution Date (Put), multiplied by the Relevant Fraction. The Infrastructure Mudareb shall transfer the proceeds of the partial liquidation of such Infrastructure Mudaraba into the relevant Collection Account.

Following the redemption of the relevant Certificateholder Put Option Certificates, and after the date on which all amounts owing to the holders of the Certificateholder Put Option Certificates have been paid in full, the proceeds of the partial liquidation of such Infrastructure Mudaraba standing to the credit of the relevant Collection Account(s) will be retained by the Infrastructure Mudareb as an incentive fee for its own account.

### **7.6 The impact on the Infrastructure Mudaraba on the exercise of a Call Option**

When the Call Option is specified as applicable in the Final Terms, and some, but not all, of the Trust Certificates of the Series are to be redeemed on the Optional Dissolution Date (Call) specified in the Final Terms in accordance with Condition 11.4 (*Partial redemption*), on the relevant Optional Dissolution Date (Call), there will be a partial liquidation of any Infrastructure Mudaraba entered into in respect of the relevant Series of Trust Certificates.

The Investment Portfolio corresponding to each such Infrastructure Mudaraba shall be reduced to an amount that is equal to the value of such Investment Portfolio on the Business Day prior to the Optional Dissolution Date (Call), multiplied by the Relevant Fraction. The Infrastructure Mudareb shall transfer the proceeds of the partial liquidation of such Infrastructure Mudaraba into the relevant Collection Account.

Following the redemption of the relevant Certificateholder Call Option Certificates, and after the date on which all amounts owing to the holders of the Certificateholder Call Option Certificates have been paid in full, the proceeds of the partial liquidation of such Infrastructure Mudaraba standing to the credit of the relevant Collection Account(s) will be retained by the Infrastructure Mudareb as an incentive fee for its own account.

### **7.7 The impact on the Infrastructure Mudaraba on the cancellation of Trust Certificates**

When some, but not all, of the Trust Certificates of the Series have been cancelled in accordance with Condition 11.8 (*Purchase*), on the relevant Cancellation Date, there will be a partial liquidation of any Infrastructure Mudaraba entered into in respect of the relevant Series of Trust Certificates.

The Investment Portfolio corresponding to each such Infrastructure Mudaraba shall be reduced to an amount that is equal to the value of such Investment Portfolio on the Business Day prior to the Cancellation Date, multiplied by the Relevant Fraction. The Infrastructure Mudareb shall transfer the proceeds of the partial liquidation of such Infrastructure Mudaraba into the relevant Collection Account.

Following the cancellation of the relevant Cancellation Certificates, and after the date on which all amounts owing to the holders of the Cancellation Certificates have been paid in full, the proceeds of the partial liquidation of such Infrastructure Mudaraba standing to the credit of the relevant Collection Account(s) will be retained by the Infrastructure Mudareb as an incentive fee for its own account.

## 7.8 Application of Proceeds from the Trust Assets

- (a) On each Periodic Distribution Date and on the Scheduled Dissolution Date or any earlier Dissolution Date, the monies standing to the credit of the Transaction Account shall be applied by the Principal Paying Agent in the following order of priority:
- (i) firstly, (to the extent not previously paid) to the Delegate in respect of all amounts owing to it under the Transaction Documents in its capacity as Delegate and to any Appointee appointed in respect of the Trust by the Delegate in accordance with the Declaration of Trust;
  - (ii) secondly, only if such payment is due on a Periodic Distribution Date (to the extent not previously paid) to pay, pro rata and pari passu, (i) the Agents in respect of all amounts owing to them under the Transaction Documents in their capacities as Principal Paying Agent, Rule 144A Paying Agent, Reg S Registrar, Rule 144A Registrar, Reg S Transfer Agent, Rule 144A Transfer Agent, Calculation Agent and, to the extent applicable, Commodities Broker and (ii) to the Trustee in respect of any costs, expenses or liabilities of the Trustee which the Trustee needs to pay in order to ensure its own corporate existence or to maintain the listing of the Trust Certificates;
  - (iii) thirdly, for application in or towards payment pari passu and rateably of all Periodic Distribution Amounts due and unpaid;
  - (iv) fourthly, only if such payment is made on the Optional Dissolution Date (Put) or Optional Dissolution Date (Call), for application in or towards payment pari passu and rateably of the relevant Optional Dissolution Amount (Put) and Optional Dissolution Amount (Call) (as applicable);
  - (v) fifthly, only if such payment is made on the Scheduled Dissolution Date or other Dissolution Date, for application in or towards payment pari passu and rateably of the relevant Dissolution Amount; and
  - (vi) sixthly, only after all amounts required to be paid in respect of the Trust Certificates as set out above have been paid and discharged in full, any residual amount, to the Kingdom.
- (b) The Kingdom has undertaken as sole, original and independent obligations, in the Master Declaration of Trust, to the Trustee and the Delegate, that if, on any Periodic Distribution Date, the Scheduled Dissolution Date or any earlier Dissolution Date, and after payment of all amounts due and payable on such Periodic Distribution Date, Scheduled Dissolution Date or earlier Dissolution Date (as applicable) under the Master Murabaha Agreement, any Murabaha Transaction and the Primary Mudaraba Agreement (the “**Transaction Payments**”) have been received into the Transaction Account:
- (i) the monies standing to the credit of the Transaction Account (after payment in full of the relevant Transaction Payments) are insufficient to enable the Trustee (or the Principal Paying Agent on its behalf) to pay in full on such Periodic Distribution Date, Scheduled Dissolution Date or earlier Dissolution Date (as applicable) the amounts due and payable to the Certificateholders pursuant to Conditions 7.8(a)(iii) to 7.8(a)(v) inclusive (such shortfall, the “**Shortfall Amount**”); and
  - (ii) provided only that such Shortfall Amount arises as a result of a deduction being required to be made from the Transaction Account on such Periodic Distribution Date, Scheduled Dissolution Date or earlier Dissolution Date (as applicable) due to the Kingdom’s failure to otherwise pay the relevant amounts referred to in Conditions 7.8(a)(i) and 7.8(a)(ii), which the Kingdom has undertaken to pay under the Transaction Documents,
- then the Kingdom will: (A) forthwith pay to the Transaction Account an amount equal to the Shortfall Amount; and (B) upon demand by the Delegate or the Trustee, indemnify the Trustee and the Delegate (on behalf of itself (where applicable) and the Certificateholders) against all properly incurred Liabilities to which it may be subject or which it may incur in respect of any non-payment of any amounts due under Conditions 7.8(a)(i) and 7.8(a)(ii).

## 8. TRUSTEE AND ONSHORE INVESTMENT VEHICLE COVENANTS

### 8.1 Trustee Covenants

The Trustee covenants that, for so long as any Trust Certificate is outstanding, it will not (without the prior written consent of the Delegate):

- (a) incur any indebtedness in respect of borrowed money whatsoever (whether structured in accordance with the principles of the *Shari'ah* or otherwise), or give any guarantee or indemnity in respect of any obligation of any person or issue any shares (or rights, warrants or options in respect of shares or securities convertible into or exchangeable for shares) or any other certificates except, in all cases, as contemplated in the Transaction Documents;
- (b) grant or permit to be outstanding any lien, pledge, charge or other security interest upon any of its present or future assets, properties or revenues (other than those arising by operation of law (if any) and other than under or pursuant to any of the Transaction Documents);
- (c) sell, lease, transfer, assign, participate, exchange or otherwise dispose of, or pledge, mortgage, hypothecate or otherwise encumber (by security interest, lien (statutory or otherwise), preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever or otherwise) (or permit such to occur or suffer such to exist), any part of its interest in any of the Trust Assets except pursuant to the Transaction Documents;
- (d) use the proceeds of the issue of the Trust Certificates for any purpose other than as stated in the Transaction Documents;
- (e) subject to Condition 19 (*Meetings of Certificateholders; Written Resolutions; Electronic Consents*), amend or agree to any amendment of any Transaction Document (other than in accordance with the terms thereof);
- (f) except as provided in the Declaration of Trust, act as trustee in respect of any trust other than a trust corresponding to any other Series issued under the Programme;
- (g) have any subsidiaries or employees;
- (h) redeem or purchase any of its shares or pay any dividend or make any other distribution to its shareholders other than pursuant to the Transaction Documents;
- (i) prior to the date which is one year and one day after the date on which all amounts owing by the Trustee under the Transaction Documents have been paid in full, put to its directors or shareholders any resolution for, or appoint any liquidator for, its winding up or any resolution for the commencement of any other bankruptcy or insolvency proceeding with respect to it; or
- (j) enter into any contract, transaction, amendment, obligation or liability other than the Transaction Documents or any permitted amendment or supplement thereto or as expressly permitted or required thereunder or engage in any business or activity other than:
  - (i) as provided for or permitted in the Transaction Documents;
  - (ii) the ownership, management and disposal of Trust Assets as provided in the Transaction Documents; and
  - (iii) such other matters which are incidental thereto.

### 8.2 Onshore Investment Vehicle Covenants

The Onshore Investment Vehicle has covenanted in the Primary Mudaraba Agreement that, for so long as any Trust Certificate is outstanding, it will not (without the prior written consent of the Delegate):

- (a) incur any indebtedness in respect of borrowed money whatsoever (whether structured in accordance with the principles of the *Shari'ah* or otherwise), or give any guarantee or indemnity in respect of any obligation of any person or issue any shares (or rights, warrants or options in respect of shares or securities convertible into or exchangeable for shares) or any other certificates except, in all cases, as contemplated in the Transaction Documents;



- (b) grant or permit to be outstanding any lien, pledge, charge or other security interest upon any of its present or future assets, properties or revenues (other than those arising by operation of law (if any) and other than under or pursuant to any of the Transaction Documents);
- (c) sell, lease, transfer, assign, participate, exchange or otherwise dispose of, or pledge, mortgage, hypothecate or otherwise encumber (by security interest, lien (statutory or otherwise), preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever or otherwise) (or permit such to occur or suffer such to exist), any part of its interests in any of its assets and investments (including any interests it holds for itself or on behalf of the Primary Rab-ul-Maal in any Infrastructure Mudaraba) except pursuant to the Transaction Documents;
- (d) have any subsidiaries or employees (other than as required for the purposes of compliance with the laws of the Kingdom of Saudi Arabia or for the practical operation of the Onshore Investment Vehicle);
- (e) redeem or purchase any of its shares or pay any dividend or make any other distribution to its shareholders other than pursuant to the Transaction Documents;
- (f) prior to the date which is one year and one day after the date on which all amounts owing by the Trustee under the Transaction Documents have been paid in full, put to its directors or shareholders any resolution for, or appoint any liquidator for, its winding up or any resolution for the commencement of any other bankruptcy or insolvency proceeding with respect to it; or
- (g) enter into any contract, transaction, amendment, obligation or liability other than the Transaction Documents or any permitted amendment or supplement thereto or as expressly permitted or required thereunder or engage in any business or activity other than:
  - (i) as provided for or permitted in the Transaction Documents; and
  - (ii) such other matters which are incidental thereto, including any matters related to the practical operation of the Onshore Investment Vehicle.

## **9. FIXED RATE TRUST CERTIFICATE PROVISIONS**

### **9.1 Application**

This Condition 9 (*Fixed Rate Trust Certificate Provisions*) is applicable to the Trust Certificates only if the Fixed Rate Trust Certificate provisions are specified in the Final Terms as being applicable.

### **9.2 Accrual of Periodic Distribution Amount**

Subject to there being monies standing to the credit of the Transaction Account as provided for in Condition 7.8 (*Application of Proceeds from the Trust Assets*) and subject to Condition 12 (*Payment*), the Trust Certificates bear profit on their outstanding principal amount from, and including, the Profit Commencement Date at the Profit Rate payable in arrear on each Periodic Distribution Date in each year. Each Trust Certificate will cease to bear profit from the applicable Dissolution Date.

### **9.3 Fixed Amount**

The amount of profit payable in respect of each Trust Certificate for any Periodic Distribution Period shall be the relevant Fixed Amount and, if the Trust Certificates are in more than one Specified Denomination, shall be the relevant Fixed Amount in respect of the relevant Specified Denomination.

### **9.4 Calculation of Periodic Distribution Amount**

If profit is required to be calculated for a period ending other than on an Periodic Distribution Date, such profit shall be calculated by applying the Profit Rate to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Trust Certificate divided by the Calculation Amount. For this purpose, a “**sub-unit**” means, in the case of any currency other than U.S. Dollars, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of U.S. Dollars, means one cent.

## 10. FLOATING RATE TRUST CERTIFICATE PROVISIONS

### 10.1 Application

This Condition 10 (*Floating Rate Trust Certificate Provisions*) is applicable to the Trust Certificates only if the Floating Rate Trust Certificate provisions are specified in the Final Terms as being applicable.

### 10.2 Accrual of Periodic Distribution Amount

Subject to there being monies standing to the credit of the Transaction Account as provided for in Condition 7.8 (*Application of Proceeds from the Trust Assets*) and subject to Condition 12 (*Payment*), the Trust Certificates bear profit on their outstanding principal amount from, and including, the Profit Commencement Date at the Profit Rate, which shall be determined in the manner specified in the Final Terms, payable in arrear on each Periodic Distribution Date in each year. Each Trust Certificate will cease to bear profit from the applicable Dissolution Date.

### 10.3 Screen Rate Determination

If Screen Rate Determination is specified in the Final Terms as the manner in which the Profit Rate(s) is/are to be determined, the Profit Rate applicable to the Trust Certificates for each Periodic Distribution Period will be determined by the Calculation Agent on the following basis:

- (a) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Profit Determination Date;
- (b) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Profit Determination Date;
- (c) if, in the case of (a) above, such rate does not appear on that page or, in the case of (b) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:
  - (i) request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Profit Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and
  - (ii) determine the arithmetic mean of such quotations; and
- (d) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Periodic Distribution Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Periodic Distribution Period and in an amount that is representative for a single transaction in that market at that time,

and the Profit Rate for such Periodic Distribution Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; *provided* that if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Periodic Distribution Period, the Profit Rate applicable to the Trust Certificates during such Periodic Distribution Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Trust Certificates in respect of a preceding Periodic Distribution Period.

### 10.4 ISDA Determination

If ISDA Determination is specified in the Final Terms as the manner in which the Profit Rate(s) is/are to be determined, the Profit Rate applicable to the Trust Certificates for each Periodic Distribution Period will be the sum of the Margin and the relevant ISDA Rate where "ISDA Rate" in relation to any Periodic Distribution Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap

transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (a) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the Final Terms;
- (b) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the Final Terms; and
- (c) the relevant Reset Date (as defined in the ISDA Definitions) is either: (i) if the relevant Floating Rate Option is based on the London inter-bank offered rate (“**LIBOR**”) or on the Euro-zone inter-bank offered rate (“**EURIBOR**”) for a currency, the first day of that Periodic Distribution Period; or (ii) in any other case, as specified in the Final Terms.

#### **10.5 Maximum or Minimum Profit Rate**

If any Maximum Profit Rate or Minimum Profit Rate is specified in the Final Terms, then the Profit Rate shall in no event be greater than the maximum or be less than the minimum so specified.

#### **10.6 Calculation of Periodic Distribution Amount**

The Calculation Agent will, as soon as practicable after the time at which the Profit Rate is to be determined in relation to each Periodic Distribution Period, determine the Profit Rate for such Periodic Distribution Period and calculate the Periodic Distribution Amount payable in respect of each Trust Certificate for such Periodic Distribution Period. The Periodic Distribution Amount will be calculated by applying the Profit Rate for such Periodic Distribution Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Trust Certificate divided by the Calculation Amount. For this purpose a “sub-unit” means, in the case of any currency other than U.S. Dollars, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of U.S. Dollars, means one cent.

#### **10.7 Calculation of other amounts**

If the Final Terms specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the Final Terms.

#### **10.8 Publication**

The Calculation Agent will cause each Profit Rate and Periodic Distribution Amount determined by it, together with the relevant Periodic Distribution Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Trustee, the Kingdom, the Delegate and each Agent as soon as practicable after such determination but (in the case of each Profit Rate, Periodic Distribution Amount and Periodic Distribution Date) in any event not later than the first day of the relevant Periodic Distribution Period. Notice thereof shall also promptly be given to the Certificateholders in accordance with Condition 23 (*Notices*). The Calculation Agent will be entitled to recalculate any Periodic Distribution Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Periodic Distribution Period. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Periodic Distribution Amount but instead may publish only the Calculation Amount and the Periodic Distribution Amount in respect of a Trust Certificate having the minimum Specified Denomination.

#### **10.9 Binding Determinations**

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 10.9 (*Binding Determinations*) by the Calculation Agent will (in the absence of manifest error) be binding on the Trustee, the Kingdom, the Delegate, the Agents and the Certificateholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

## 11. DISSOLUTION AND PURCHASE

### 11.1 Scheduled Dissolution

Unless previously redeemed, or purchased and cancelled, the Trust Certificates will be redeemed at their Final Dissolution Amount on the Scheduled Dissolution Date, subject as provided in Condition 12 (*Payment*).

### 11.2 Early Dissolution for Tax Reasons

The Trust Certificates may be redeemed by the Trustee in whole, but not in part at any time (such date, the “**Tax Dissolution Date**”) on giving not less than 30 nor more than 60 days’ notice to the Certificateholders in accordance with Condition 23 (*Notices*) (which notice shall be irrevocable), at the Early Dissolution Amount (Tax) together with any due but unpaid Periodic Distribution Amount, if a Tax Event occurs where “**Tax Event**” means:

- (a) the determination by the Trustee that: (1) the Trustee has or will become obliged to pay additional amounts as provided or referred to in Condition 13 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of the Cayman Islands, any political subdivision or authority thereof or therein having the power to tax or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the relevant Issue Date; and (2) such obligation cannot be avoided by the Trustee taking reasonable measures available to it; or
- (b) the receipt by the Trustee of notice from the Kingdom that: (1) the Kingdom has or will become obliged to pay an additional amount under the Transaction Documents as a result of any change in, or amendment to, the laws or regulations of the Cayman Islands, any political subdivision or authority thereof or therein having the power to tax or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the relevant Issue Date; and (2) such obligation cannot be avoided by the Kingdom taking reasonable measures available to it,

provided, however, that no such notice of redemption shall be given earlier than 60 days prior to the earliest date on which (in the case of (a) above) the Trustee would be obliged to pay such additional amounts if a payment in respect of the Trust Certificates were then due or (in the case of (b) above) the Kingdom would be obliged to pay such additional amounts if a payment to the Trustee under the Transaction Documents was then due.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Trustee shall deliver to the Delegate (i) a certificate signed by one director of the Trustee (in the case of (a) above) or an authorised signatory of the Kingdom (in the case of (b) above) stating that the Trustee is entitled to effect such dissolution and redemption and setting forth a statement of facts showing that the conditions precedent in (a) or (b) above have occurred and (ii) an opinion of independent legal advisers of recognised standing to the effect that the Trustee or the Kingdom, as the case may be, has or will become obliged to pay such additional amounts as a result of such change or amendment. The Delegate shall be entitled to accept (without further investigation) any such certificate and opinion as sufficient evidence thereof in which event it shall be conclusive and binding on the Certificateholders.

Upon the expiry of any such notice as is referred to in this Condition 11.2 (*Early Dissolution for Tax Reasons*), the Trustee shall be bound to redeem the Trust Certificates at the Early Dissolution Amount (Tax) together with any due but unpaid Periodic Distribution Amount and, upon payment in full of such amounts to the Certificateholders, the Trust will be dissolved, the Trust Certificates shall cease to represent undivided ownership interests in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof.

### 11.3 Dissolution at the option of the Kingdom

If the Call Option is specified in the Final Terms as being applicable then the Kingdom may, in its sole discretion, require the Trustee to redeem the Trust Certificates in whole or, if so specified in the Final Terms, in part, on any Optional Dissolution Date (Call) at the relevant Optional Dissolution Amount (Call), together with any due but unpaid Periodic Distribution Amounts, upon giving not less than 30 nor more than 60 days’ notice to the Trustee and the Certificateholders (which notice shall be irrevocable and shall oblige the Trustee to redeem the Trust Certificates or, as the case may be, the

Trust Certificates specified in such notice, on the relevant Optional Dissolution Date (Call) at the Optional Dissolution Amount (Call) together with any due but unpaid Periodic Distribution Amounts (if any) to such date).

#### **11.4 Partial redemption**

If the Trust Certificates are to be redeemed in part only on any date in accordance with Condition 11.3 (*Dissolution at the option of the Kingdom*). The Trust Certificates shall be redeemed (so far as may be practicable) pro rata to their principal amounts, subject always to compliance with all applicable laws and the requirements of any listing authority, stock exchange or quotation system on which the relevant Trust Certificates may be listed, traded or quoted.

In the case of the redemption of part only of a Trust Certificate, a new Trust Certificate in respect of the unredeemed balance shall be issued in accordance with Condition 4 (*Transfers of Trust Certificates*) which shall apply as in the case of a transfer of Trust Certificates as if such new Trust Certificate were in respect of the untransferred balance.

#### **11.5 Dissolution at the option of Certificateholders**

If the Put Option is specified in the Final Terms as being applicable, the Trustee shall, at the option of the holder of any Trust Certificate redeem such Trust Certificate on the Optional Dissolution Date (Put) specified in the relevant Put Option Notice at the relevant Optional Dissolution Amount (Put) together with Periodic Distribution Amount (if any) accrued to such date. In order to exercise the option contained in this Condition 11.5, the holder of a Trust Certificate must, not less than 30 nor more than 60 days before the relevant Optional Dissolution Date (Put), deposit at the Specified Offices of the relevant Registrar such Trust Certificate and a duly completed Put Option Notice in the form obtainable from the relevant Registrar specifying the aggregate outstanding principal amount in respect of which such option is exercised. The Registrar with which a Trust Certificate is so deposited shall deliver a duly completed Put Option Receipt to the depositing holder. No Trust Certificate, once deposited with a duly completed Put Option Notice in accordance with this Condition 11.5, may be withdrawn; *provided* that if, prior to the relevant Optional Dissolution Date (Put), any such Trust Certificate becomes immediately due and payable or, upon due presentation of any such Trust Certificate on the relevant Optional Dissolution Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Registrar shall mail notification thereof to the depositing holder at such address as may have been given by such holder in the relevant Put Option Notice and shall hold such Trust Certificate at its Specified Office for collection by the depositing holder against surrender of the relevant Put Option Receipt. For so long as any outstanding Trust Certificate is held by a Registrar in accordance with this Condition 11.5, the depositor of such Trust Certificate, and not such Registrar, shall be deemed to be the holder of such Trust Certificate for all purposes.

The Trustee shall redeem the Trust Certificates in respect of which Put Option Receipts have been issued on the Optional Dissolution Date (Put), unless previously redeemed. Payment in respect of any Trust Certificate so delivered will be made:

- (a) if the Trust Certificate is in definitive form and held outside Euroclear, Clearstream, Luxembourg and DTC and if the holder duly specified a bank account in the Put Option Notice to which payment is to be made, on the Optional Dissolution Date (Put) by transfer to that bank account and in every other case on or after the Optional Dissolution Date (Put), in each case against presentation and surrender or (as the case may be) endorsement of such Put Option Receipt and, where appropriate, entry in the Register, at the Specified Office of the Registrar; or
- (b) if the Trust Certificate is represented by a Global Trust Certificate (as defined in the Agency Agreement) or is in definitive form and held through Euroclear or Clearstream, Luxembourg or DTC, in accordance with the standard procedures of Euroclear, Clearstream, Luxembourg or DTC, as applicable.

The holder of a Trust Certificate may not exercise such Put Option in respect of any Trust Certificate which is the subject of an exercise by the Trustee of its Call Option.

In the case of the redemption of part only of a Trust Certificate, a new Trust Certificate in respect of the unredeemed balance shall be issued in accordance with Condition 4 (*Transfers of Trust Certificates*) which shall apply in the case of a transfer of Trust Certificates as if such new Trust Certificate were in respect of the untransferred balance.

## **11.6 No other redemption**

The Trustee shall not be entitled to redeem the Trust Certificates otherwise than as provided in Conditions 11.1 (*Scheduled dissolution*) to 11.5 (*Dissolution at the option of Certificateholders*) above.

## **11.7 Early Dissolution Amounts**

For the purpose of Condition 14 (*Dissolution Events*), each Trust Certificate will be redeemed at the amount specified as the Early Dissolution Amount in the Final Terms or, if no such amount is so specified in the Final Terms, at the Final Dissolution Amount thereof (the “**Early Dissolution Amount**”).

## **11.8 Purchase**

The Kingdom and any public sector instrumentality of the Kingdom may at any time purchase Trust Certificates in the open market or otherwise and at any price. Such Trust Certificates may be held, resold (*provided* that such resale is outside the United States (as defined in Regulation S under the Securities Act) or, in the case of any Trust Certificates resold pursuant to Rule 144 under the Securities Act, is only made to a Person reasonably believed to be a QIB that is also a QP) or, at the discretion of the holder thereof, surrendered for cancellation and, upon surrender thereof, all such Trust Certificates will be cancelled forthwith. Any Trust Certificates so purchased, while held by, or on behalf of, any Person (including but not limited to the Kingdom) for the benefit of the Kingdom or any public sector instrumentality of the Kingdom, in each case as beneficial owner, shall not entitle the holder to vote at any meeting of Certificateholders and shall not be deemed to be outstanding for the purposes of meetings of Certificateholders or for the purposes of any Written Resolution or for the purposes of calculating quorums at meetings of the Certificateholders or for the purposes of Condition 19 (*Meetings of Certificateholders; Written Resolutions; Electronic Consents*).

## **11.9 Cancellation**

All Trust Certificates surrendered for cancellation in accordance with Condition 11.8 (*Purchase*) above will be cancelled and may not be reissued or resold, and the obligations of the Trustee in respect of any such Trust Certificates shall be discharged. For so long as the Trust Certificates are listed on the Irish Stock Exchange, and the rules of such exchange so require, the Trustee shall promptly inform such exchange of the cancellation of any Trust Certificates under this Condition 11.9.

## **12. PAYMENT**

### **12.1 Dissolution Amount**

Payments of the Dissolution Amount (together with accrued Periodic Distribution Amounts) due in respect of Trust Certificates shall be made in the currency in which such amount is due against presentation, and save in the case of partial payment of the Dissolution Amount, surrender of the relevant Trust Certificates at the Specified Office of the relevant Registrar. If the due date for payment of the Dissolution Amount of any Trust Certificate is not a business day (as defined below), then the Certificateholder will not be entitled to payment until the next business day, and from such day and thereafter will be entitled to payment by transfer to a designated account on any day which is a Relevant Banking Day, business day and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located and no further payment on account of profit or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Conditions, in which event profit shall continue to accrue as provided in these Conditions.

### **12.2 Principal and profit**

Payments of principal and profit shall be made to a designated account denominated in the relevant currency on the relevant due date for payment by transfer to such account. If the due date for any such payment is not a business day and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located, then the Certificateholder will not be entitled to payment thereof until the first day thereafter which is a business day and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located and no further payment on account of profit or otherwise shall be due in respect of such postponed payment.

### 12.3 Payments subject to fiscal laws

All payments of principal and profit in respect of the Trust Certificates are subject in all cases to: (a) any applicable fiscal or other laws, regulations and directives in the place of payment, but without prejudice to the provisions of Condition 13 (*Taxation*); and (b) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the Certificateholders in respect of such payments.

In this Condition 12 (*Payment*), “**business day**” means:

- (a) any day which is in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or
- (b) in the case of surrender of a Trust Certificate, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the place in which the Trust Certificate is surrendered.

### 13. TAXATION

All payments of principal and profit in respect of the Trust Certificates by, or on behalf of, the Trustee shall be made free and clear of, and without withholding or deduction for, or on account of, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Cayman Islands or the Kingdom or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Trustee shall pay such additional amounts as will result in receipt by the holders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Trust Certificate presented for payment:

- (a) by or on behalf of a holder, that would not have been payable or due but for the holder being liable for such taxes, duties, assessments or governmental charges in respect of such Trust Certificate by reason of its having some connection with the Cayman Islands or the Kingdom, or any political subdivision or any authority thereof or therein having power to tax, other than the mere acquisition or holding of any Trust Certificate or the enforcement or receipt of payment under or in respect of any Trust Certificate;
- (b) more than 30 days after the Relevant Date, except to the extent that the holder of such Trust Certificate would have been entitled to such additional amounts on presenting such Trust Certificate for payment on the last day of such period of 30 days;
- (c) where such withholding or deduction is required pursuant to Section 1471(b) of the Code, or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto; or
- (d) any combination of items (a) through (c) above.

### 14. DISSOLUTION EVENTS

If any one or more of the following events (each a “**Dissolution Event**”) occurs and is continuing with respect to a Series of Trust Certificates:

- (a) the Trustee fails to pay the Dissolution Amount or any Periodic Distribution Amount in respect of any of the Trust Certificates of such Series when due and payable and such failure continues for a period of 30 days; or
- (b) the Trustee defaults in the performance or observance of, or compliance with any of its other obligations or undertakings in respect of the Trust Certificates of such Series, and either such default is not capable of remedy or such default (if capable of remedy) continues unremedied for 60 days after written notice to remedy such default, addressed to the Trustee by the Delegate, has been delivered to the Trustee (with a copy to the Kingdom); or
- (c) a Kingdom Event occurs; or

- (d) for any reason whatsoever, the obligations of the Trustee under the Trust Certificates of such Series, or the obligations of the Onshore Investment Vehicle under the Transaction Documents, become unlawful or are declared by a court of competent jurisdiction to be no longer binding on, or no longer enforceable against, the Trustee or the Onshore Investment Vehicle (as applicable); or
- (e) an order or decree is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Trustee or the Onshore Investment Vehicle; or
- (f) the Trustee or the Onshore Investment Vehicle ceases to be wholly-owned (directly or indirectly) by the Kingdom; or
- (g) the Trustee contests the validity of such Series of the Trust Certificates,

provided that, in the case of paragraph (b) above, the Delegate shall have certified in writing to the Trustee that in its opinion such event is materially prejudicial to the interests of the Certificateholders of such Series, the Delegate shall (subject to it being indemnified and/or secured and/or prefunded to its satisfaction) promptly, upon becoming aware thereof, give notice in writing of the occurrence of such Dissolution Event to the Certificateholders of such Series in accordance with Condition 23 (*Notices*) with a request to such holders to indicate if they wish the Trust Certificates to be redeemed and the Trust to be dissolved.

If so requested in writing by the holders of at least 25 per cent. of the then aggregate principal amount of the outstanding Trust Certificates of such Series, or if so directed by an Extraordinary Resolution of the Certificateholders (each a **“Dissolution Request”**), the Delegate shall (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction) give notice (**“Dissolution Notice”**) to the Trustee, the Kingdom and the Certificateholders that the Trust Certificates are immediately due and payable, whereupon the Trust Certificates shall be immediately redeemed at the Early Dissolution Amount, together with any due but unpaid Periodic Distribution Amounts on the date of such notice (the **“Dissolution Event Dissolution Date”**).

Upon payment in full of the amounts due in respect of the relevant Series, the Trust for such Series will be dissolved, the Trust Certificates shall cease to represent undivided ownership interests in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof.

If the Delegate receives notice in writing from holders of at least 50 per cent. in aggregate principal amount of the relevant Series of outstanding Trust Certificates to the effect that the Dissolution Event or Dissolution Events giving rise to the Dissolution Request is, or are, cured following any such Dissolution Request and that such Certificateholders wish the relevant Dissolution Request to be withdrawn, the Delegate shall give notice thereof to the Trustee and the Certificateholders, whereupon the relevant Dissolution Notice shall be withdrawn and shall have no further effect but without prejudice to any rights or obligations that may have arisen before the Delegate gives such notice (whether pursuant to these Conditions or otherwise). No such withdrawal shall affect any other or any subsequent Dissolution Event or any right of the Delegate or any Certificateholder in relation thereto.

## **15. ENFORCEMENT AND EXERCISE OF RIGHTS**

### **15.1 Enforcement**

Subject to Condition 15.2 (*Delegate not obliged to take Action*), upon the occurrence of a Dissolution Event and the giving of a Dissolution Notice to the Trustee and the Kingdom by the Delegate, to the extent that the amounts payable in respect of the Trust Certificates have not been paid in full pursuant to Condition 14 (*Dissolution Events*), the Delegate shall (subject to being indemnified and/or secured and/or prefunded to its satisfaction), enforce the provisions of the Transaction Documents against the Kingdom; and/or take such other steps as the Delegate may consider necessary in its absolute discretion to protect the interests of the Certificateholders.

### **15.2 Delegate not obliged to take Action**

The Delegate shall not be bound in any circumstances to take any action to enforce or to realise the Trust Assets for the Series of Trust Certificates or take any action against the Trustee and/or the Kingdom under the Trust Certificates or any Transaction Document of that Series unless directed or



requested to do so (a) by an Extraordinary Resolution or (b) in writing by the holders of at least 25 per cent. of the then aggregate principal amount of the Trust Certificates outstanding of such Series and in either case then only if it shall be indemnified and/or secured and/or prefunded to its satisfaction against all liabilities to which it may thereby render itself liable or which it may incur by so doing.

### **15.3 Direct Enforcement by Certificateholder**

No Certificateholder shall be entitled to proceed directly against the Trustee or the Kingdom under the Trust Certificates or any Transaction Document unless (a) the Delegate, having become bound so to proceed pursuant to Conditions 15.2 (*Delegate not obliged to take Action*), fails to do so within 30 days of becoming so bound and such failure is continuing and (b) the relevant Certificateholder (or such Certificateholder together with the other Certificateholders who propose to proceed directly against any of the Trustee, the Onshore Investment Vehicle or the Kingdom as the case may be) holds at least 25 per cent. of the then aggregate principal amount of the Trust Certificates outstanding of the Series. Under no circumstances shall the Delegate or any Certificateholder have any right to cause the sale or other disposition of any of the Trust Assets and the sole right of the Delegate and the Certificateholders against the Trustee and the Kingdom shall be to enforce their respective obligations under the Trust Certificates and the Transaction Documents.

### **15.4 Limited Recourse**

The foregoing paragraphs in this Condition are subject to this paragraph. After enforcing or realising the Trust Assets and distributing the proceeds of the Trust Assets in accordance with Condition 7.8 (*Application of Proceeds from the Trust Assets*), the obligations of the Trustee in respect of the Trust Certificates shall be satisfied and no Certificateholder may take any further steps against the Trustee (to the extent that the Trust Assets have been exhausted), the Kingdom (to the extent that it fulfils all of its obligations under the Transaction Documents), the Onshore Investment Vehicle (to the extent that it fulfils all of its obligations under the Transaction Documents), the Delegate or any other person to recover any further sums in respect of the Trust Certificates and the right to receive any such sums unpaid shall be extinguished. In particular, no Certificateholder shall be entitled in respect thereof to petition or to take any other steps for the winding-up of the Trustee nor shall any of them have any claim in respect of the Trust Assets of any other trust established by the Trustee. Under no circumstances shall the Trustee, the Delegate or any Certificateholder have any right to cause the sale or other disposition of any of the Trust Assets except pursuant to the Transaction Documents and the sole right of the Trustee, the Delegate and the Certificateholders against the Kingdom shall be to enforce the obligations of the Kingdom under the Transaction Documents.

## **16. PRESCRIPTION**

Claims against the Trustee for principal in respect of Trust Certificates shall be prescribed and become void unless made within ten years of the appropriate Relevant Date. Claims against the Trustee for Periodic Distribution Amounts in respect of Trust Certificates shall become void unless made within five years of the appropriate Relevant Date.

Any money paid by the Trustee to the Principal Paying Agent for payment due under any Trust Certificate that remains unclaimed at the end of two years after the due date for payment of such Trust Certificate will be repaid to the Trustee, and the holder of such Trust Certificate shall thereafter look only to the Trustee for payment.

## **17. REPLACEMENT OF TRUST CERTIFICATES**

If any Trust Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the relevant Registrar, subject to all applicable laws and competent authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Trustee and the Kingdom may reasonably require. Mutilated or defaced Trust Certificates must be surrendered before replacements will be issued.

## **18. AGENTS**

### **18.1 Obligations of Agents**

In acting under the Agency Agreement and in connection with the Trust Certificates, the Paying Agents, the Calculation Agent, the Transfer Agents and the Registrars act solely as agents of the Trustee and (to the extent provided therein) the Delegate and do not assume any obligations towards or relationship of agency or trust for or with any of the Certificateholders, and each of them shall only be responsible for the performance of the duties and obligations expressly imposed upon it in the Agency Agreement or other agreement entered into with respect to its appointment or incidental thereto.

### **18.2 Maintenance of Agents**

The initial Principal Paying Agent, Transfer Agents and Registrars and their initial Specified Offices are listed in the Agency Agreement. The initial Calculation Agent (if any) is specified in the Final Terms. The Trustee and the Kingdom reserve the right at any time to vary or terminate the appointment of any Paying Agent (including the Principal Paying Agent), the Registrars, the Transfer Agents or the Calculation Agent and to appoint any successor Principal Paying Agent, paying agents, registrars, transfer agents or calculation agent; *provided* that:

- (a) the Trustee shall at all times maintain a Principal Paying Agent;
- (b) the Trustee shall at all times maintain a Registrar;
- (c) if a Calculation Agent is specified in the Final Terms, the Trustee shall at all times maintain a Calculation Agent; and
- (d) if and for so long as the Trust Certificates are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Trustee shall maintain a Paying Agent (which may be the Principal Paying Agent) and a Registrar each with a Specified Office in the place required by such competent authority, stock exchange and/or quotation system.

Notice of any change in the Paying Agents, the Registrars, the Transfer Agents, the Calculation Agent or in their Specified Offices shall promptly be given to the Certificateholders in accordance with Condition 23 (*Notices*).

## **19. MEETINGS OF CERTIFICATEHOLDERS; WRITTEN RESOLUTIONS; ELECTRONIC CONSENTS**

### **19.1 Convening Meetings of Certificateholders; Conduct of Meetings of Certificateholders; Written Resolutions**

- (a) The Trustee, the Kingdom or the Delegate may convene a meeting of the Certificateholders at any time in respect of the Trust Certificates in accordance with the provisions of the Declaration of Trust and the Conditions. Whenever it is about to convene any such meeting, the Trustee, the Kingdom and the Delegate will notify in writing, in the case of the Trustee, the Kingdom and the Delegate, or in the case of the Kingdom, the Trustee and the Delegate, or in the case of the Delegate, the Trustee and the Kingdom of the proposed day, time and place thereof and of the nature of the business to be transacted thereat. Every such meeting shall be held at such time and place as the Delegate may appoint or approve in writing after consultation with the Kingdom and, in each case, notice shall be given to the Certificateholders of the time, place and purpose of the meeting not less than 21 and not more than 45 calendar days before the meeting pursuant to Condition 23 (*Notices*).
- (b) The Trustee, the Kingdom or (subject to its being indemnified and/or secured and/or prefunded to its satisfaction by the Certificateholders) the Delegate, as the case may be, will convene a meeting of Certificateholders if the holders of at least 10 per cent. in principal amount of the outstanding Trust Certificates (as defined in the Declaration of Trust and described in Condition 19.9 (*Trust Certificates controlled by the Trustee or the Kingdom*)) have delivered a written request to the Trustee, the Kingdom or the Delegate, as the case may be, setting out the purpose of the meeting. The Delegate will promptly determine the time and place of the meeting after consultation with the Kingdom. The Trustee, the Kingdom or the Delegate, as the case may be,

will notify the Certificateholders within 10 days of receipt of such written request of the time and place of the meeting, which shall take place not less than 21 and not more than 45 calendar days after the date on which such notification is given.

- (c) The notice of the meeting will set out the procedures governing the conduct of any meeting in accordance with the Declaration of Trust and the Conditions. If the Declaration of Trust or the Conditions do not specify such procedures, or additional procedures are required, the Kingdom and the Delegate will agree such procedures as are customary in the market and in such a manner as to facilitate any multiple series aggregation, if in relation to a Reserved Matter the Trustee or the Kingdom, as the case may be, proposes any modification to the terms and conditions of, or action with respect to, two or more series of securities issued by it.
- (d) The notice convening any meeting shall be in the English language and will specify, *inter alia*:
  - (i) the date, time and location of the meeting;
  - (ii) the agenda and the nature of the business to be transacted at the meeting thereby convened and the text of any Extraordinary Resolution to be proposed for adoption at the meeting;
  - (iii) the record date for the meeting, which shall be no more than five business days before the date of the meeting;
  - (iv) the documentation required to be produced by a Certificateholder in order to be entitled to participate at the meeting or to appoint a proxy to act on behalf of the Certificateholders at the meeting;
  - (v) any time deadline and procedures required by any relevant international and/or domestic clearing systems or similar through which the Trust Certificates are traded and/or held by Certificateholders;
  - (vi) whether Condition 19.2 (*Modification of this Series of Trust Certificates only*), Condition 19.3 (*Multiple Series Aggregation—Single limb voting*), or Condition 19.4 (*Multiple Series Aggregation—Two limb voting*) shall apply and, if relevant, in relation to which other series of securities it applies;
  - (vii) if the proposed modification or action relates to two or more series of securities issued by it and contemplates such series of securities being aggregated in more than one group of securities, a description of the proposed treatment of each such group of securities;
  - (viii) such information as is required to be provided by the Trustee, or the Kingdom, as the case may be, in accordance with Condition 19.6 (*Information*);
  - (ix) the identity of the Aggregation Agent (as described in Condition 20 (*Aggregation Agent; Aggregation Procedures*)) and the Calculation Agent, if any, for any proposed modification or action to be voted on at the meeting, and the details of any applicable methodology referred to in Condition 19.7 (*Claims Valuation*); and
  - (x) any additional procedures which may be necessary and, if applicable, the conditions under which a multiple series aggregation will be deemed to have been satisfied if it is approved as to some but not all of the affected series of securities.

A copy of the notice shall be sent to the Delegate (unless the meeting is convened by the Delegate), to the Trustee (unless the meeting is convened by the Trustee) and to the Kingdom (unless the meeting is convened by the Kingdom).

- (e) In addition, the Declaration of Trust contains provisions relating to Written Resolutions and Electronic Consents. All information to be provided pursuant to paragraph (d) of this Condition 19.1 shall also be provided, *mutatis mutandis*, in respect of Written Resolutions and Electronic Consents.
- (f) A “**record date**” in relation to any proposed modification or action means the date fixed by the Trustee, the Kingdom or the Delegate, as the case may be, for determining the Certificateholders and, in the case of a multiple series aggregation, the holders of securities of each other affected series that are entitled to vote on a Multiple Series Single Limb Extraordinary Resolution or a Multiple Series Two Limb Extraordinary Resolution, or to sign a Multiple Series Single Limb Written Resolution or a Multiple Series Two Limb Written Resolution.

- (g) An “**Extraordinary Resolution**” means any of a Single Series Extraordinary Resolution, a Multiple Series Single Limb Extraordinary Resolution and/or a Multiple Series Two Limb Extraordinary Resolution, as the case may be.
- (h) A “**Written Resolution**” means any of a Single Series Written Resolution, a Multiple Series Single Limb Written Resolution and/or a Multiple Series Two Limb Written Resolution, as the case may be.
- (i) Any reference to “**securities**” means any trust certificates (including the Trust Certificates), notes, bonds, debentures or other securities issued directly or indirectly by the Trustee or the Kingdom (which for these purposes shall be deemed to include any sukuk representing the credit of the Kingdom or any other similar instruments) in one or more series with an original stated maturity of more than one year.
- (j) “**Securities Capable of Aggregation**” means those securities which include or incorporate by reference this Condition 19 and Condition 20 (*Aggregation Agent; Aggregation Procedures*) or provisions substantially in these terms which provide for the securities which include such provisions to be capable of being aggregated for voting purposes with other series of securities.

### 19.2 Modification of this Series of Trust Certificates only

- (a) Any modification of any provision of, or any action in respect of, these Conditions or the Transaction Documents in respect of the Trust Certificates may be made or taken if approved by a Single Series Extraordinary Resolution or a Single Series Written Resolution as set out below.
- (b) A “**Single Series Extraordinary Resolution**” means a resolution passed at a meeting of Certificateholders duly convened and held in accordance with the procedures set out in the Declaration of Trust or as prescribed by the Kingdom and the Delegate pursuant to paragraph (c) of Condition 19.1 (*Convening Meetings of Certificateholders; Conduct of Meetings of Certificateholders; Written Resolutions*) by a majority of:
  - (i) in the case of a Reserved Matter, at least 75 per cent. of the Certificateholders present in person or represented by proxy; or
  - (ii) in the case of a matter other than a Reserved Matter, more than 50 per cent. of the Certificateholders present in person or represented by proxy.
- (c) A “**Single Series Written Resolution**” means a resolution in writing signed or confirmed in writing by or on behalf of the holders of:
  - (i) in the case of a Reserved Matter, at least 75 per cent. of the aggregate principal amount of the outstanding Trust Certificates; or
  - (ii) in the case of a matter other than a Reserved Matter, more than 50 per cent. of the aggregate principal amount of the outstanding Trust Certificates.

Any Single Series Written Resolution may be contained in one document or several documents in the same form, each signed or confirmed in writing by or on behalf of one or more Certificateholders.

- (d) Any Single Series Extraordinary Resolution duly passed or Single Series Written Resolution duly approved shall be binding on all Certificateholders, whether or not they attended any meeting, whether or not they voted in favour thereof and whether or not they signed or confirmed in writing any such Single Series Written Resolution, as the case may be.

### 19.3 Multiple Series Aggregation—Single limb voting

- (a) In relation to a proposal that includes a Reserved Matter, any modification to the terms and conditions of, or any action with respect to, two or more series of Securities Capable of Aggregation may be made or taken if approved by a Multiple Series Single Limb Extraordinary Resolution or by a Multiple Series Single Limb Written Resolution as set out below, *provided* that the Uniformly Applicable condition is satisfied.
- (b) A “**Multiple Series Single Limb Extraordinary Resolution**” means a resolution considered at separate meetings of the holders of each affected series of Securities Capable of Aggregation, and, in respect of the Trust Certificates, considered at meetings duly convened and held in

accordance with the procedures set out in the Declaration of Trust or as prescribed by the Kingdom and the Delegate pursuant to Condition 19.1 (*Convening Meetings of Certificateholders; Conduct of Meetings of Certificateholders; Written Resolutions*), as supplemented if necessary, which is passed by a majority of at least 75 per cent. of the aggregate principal amount of the outstanding securities of all affected series of Securities Capable of Aggregation (taken in aggregate).

- (c) A “**Multiple Series Single Limb Written Resolution**” means each resolution in writing (with a separate resolution in writing or multiple separate resolutions in writing distributed to the holders of each affected series of Securities Capable of Aggregation, in accordance with the applicable bond documentation) which, when taken together, has been signed or confirmed in writing by or on behalf of the holders of at least 75 per cent. of the aggregate principal amount of the outstanding securities of all affected series of Securities Capable of Aggregation (taken in aggregate). Any Multiple Series Single Limb Written Resolution may be contained in one document or several documents in substantially the same form, each signed or confirmed in writing by or on behalf of one or more Certificateholders or one or more holders of each affected series of securities.
- (d) Any Multiple Series Single Limb Extraordinary Resolution duly passed or Multiple Series Single Limb Written Resolution duly approved shall be binding on all Certificateholders and holders of each other affected series of Securities Capable of Aggregation, whether or not they attended any meeting, whether or not they voted in favour thereof, whether or not any other holder or holders of the same series voted in favour thereof and whether or not they signed or confirmed in writing any such Multiple Series Single Limb Written Resolution, as the case may be.
- (e) The “**Uniformly Applicable**” condition will be satisfied if:
  - (i) the holders of all affected series of Securities Capable of Aggregation are invited to exchange, convert, or substitute their securities, on the same terms, for (A) the same new instrument or other consideration or (B) a new instrument, new instruments or other consideration from an identical menu of instruments or other consideration; or
  - (ii) the amendments proposed to the terms and conditions of each affected series of Securities Capable of Aggregation would, following implementation of such amendments, result in the amended instruments having identical provisions (other than provisions which are necessarily different, having regard to the different currency of issuance).
- (f) It is understood that a proposal under paragraph (a) above will not be considered to satisfy the Uniformly Applicable condition if each exchanging, converting, substituting or amending holder of each affected series of Securities Capable of Aggregation is not offered the same amount of consideration per amount of principal, the same amount of consideration per amount of interest or profit (as the case may be) due but unpaid and the same amount of consideration per amount of past due interest or profit (as the case may be), respectively, as that offered to each other exchanging, converting, substituting or amending holder of each affected series of Securities Capable of Aggregation (or, where a menu of instruments or other consideration is offered, each exchanging, converting, substituting or amending holder of each affected series of Securities Capable of Aggregation is not offered the same amount of consideration per amount of principal, the same amount of consideration per amount of interest or profit (as the case may be) due but unpaid and the same amount of consideration per amount of past due interest or profit (as the case may be) respectively, as that offered to each other exchanging, converting, substituting or amending holder of each affected series of Securities Capable of Aggregation electing the same option from such menu of instruments).
- (g) Any modification or action proposed under paragraph (a) above may be made in respect of some series only of the Securities Capable of Aggregation and, for the avoidance of doubt, the provisions described in this Condition 19.3 may be used for different groups of two or more series of Securities Capable of Aggregation simultaneously.

#### 19.4 Multiple Series Aggregation—Two limb voting

- (a) In relation to a proposal that includes a Reserved Matter, any modification to the terms and conditions of, or any action with respect to, two or more series of Securities Capable of Aggregation, may be made or taken if approved by a Multiple Series Two Limb Extraordinary Resolution or by a Multiple Series Two Limb Written Resolution as set out below.
- (b) A “**Multiple Series Two Limb Extraordinary Resolution**” means a resolution considered at separate meetings of the holders of each affected series of Securities Capable of Aggregation, and in respect of the Trust Certificates, considered at meetings duly convened and held in accordance with the procedures set out in the Declaration of Trust and the Conditions or as prescribed by the Kingdom and the Delegate pursuant to paragraph (c) of Condition 19.1 (*Convening Meetings of Certificateholders; Conduct of Meetings of Certificateholders; Written Resolutions*), as supplemented if necessary, which is passed by a majority of:
- (i) at least 66⅔ per cent. of the aggregate principal amount of the outstanding securities of affected series of Securities Capable of Aggregation (taken in aggregate); and
  - (ii) more than 50 per cent. of the aggregate principal amount of the outstanding securities in each affected series of Securities Capable of Aggregation (taken individually).
- (c) A “**Multiple Series Two Limb Written Resolution**” means each resolution in writing (with a separate resolution in writing or multiple separate resolutions in writing distributed to the holders of each affected series of Securities Capable of Aggregation, in accordance with the applicable bond documentation) which, when taken together, has been signed or confirmed in writing by or on behalf of the holders of:
- (i) at least 66⅔ per cent. of the aggregate principal amount of the outstanding securities of all the affected series of Securities Capable of Aggregation (taken in aggregate); and
  - (ii) more than 50 per cent. of the aggregate principal amount of the outstanding securities in each affected series of Securities Capable of Aggregation (taken individually).
- Any Multiple Series Two Limb Written Resolution may be contained in one document or several documents in substantially the same form, each signed or confirmed in writing by or on behalf of one or more Certificateholders or one or more holders of each affected series of Securities Capable of Aggregation.
- (d) Any Multiple Series Two Limb Extraordinary Resolution duly passed or Multiple Series Two Limb Written Resolution approved shall be binding on all Certificateholders and holders of each other affected series of Securities Capable of Aggregation, whether or not they attended any meeting, whether or not they voted in favour thereof, whether or not any other holder or holders of the same series voted in favour thereof and whether or not they signed or confirmed in writing any such Multiple Series Two Limb Written Resolution, as the case may be.
- (e) Any modification or action proposed under paragraph (a) above may be made in respect of some series only of the Securities Capable of Aggregation and, for the avoidance of doubt, the provisions described in this Condition 19.4 may be used for different groups of two or more series of Securities Capable of Aggregation simultaneously.

#### 19.5 Reserved Matters

In these Conditions, “**Reserved Matter**” means any proposal:

- (a) to change the date, or the method of determining the date, for payment of principal, profit or any other amount in respect of the Trust Certificates, to reduce or cancel the amount of principal, profit or any other amount payable on any date in respect of the Trust Certificates or to change the method of calculating the amount of principal, profit or any other amount payable in respect of the Trust Certificates on any date;
- (b) to change the currency in which any amount due in respect of the Trust Certificates is payable or the place in which any payment is to be made;
- (c) to change the majority required to pass an Extraordinary Resolution, a Written Resolution, an Electronic Consent or any other resolution of Certificateholders or the number or percentage of votes required to be cast, or the number or percentage of Trust Certificates required to be held, in connection with the taking of any decision or action by or on behalf of the Certificateholders or any of them;

- (d) to change this definition, or the definition of “Extraordinary Resolution”, “Single Series Extraordinary Resolution”, “Multiple Series Single Limb Extraordinary Resolution”, “Multiple Series Two Limb Extraordinary Resolution”, “Written Resolution”, “Single Series Written Resolution”, “Multiple Series Single Limb Written Resolution” or “Multiple Series Two Limb Written Resolution”;
- (e) to change the definition of “securities” or “Securities Capable of Aggregation”;
- (f) to change the definition of “Uniformly Applicable”;
- (g) to change the definition of “outstanding” or to modify the provisions of Condition 19.9 (*Trust Certificates controlled by the Trustee or the Kingdom*);
- (h) to change the legal ranking of the Trust Certificates;
- (i) to change any provision (including any relevant definition) of the Trust Certificates describing circumstances in which Trust Certificates may be declared due and payable prior to their Scheduled Dissolution Date, set out in Condition 14 (*Dissolution Events*);
- (j) to change the law governing the Trust Certificates, the courts to the jurisdiction of which the Trustee, the Onshore Investment Vehicle or the Kingdom has submitted in the Trust Certificates or Transaction Documents, any of the arrangements specified in the Trust Certificates or the Transaction Documents to enable proceedings to be taken or the Trustee’s, the Onshore Investment Vehicle’s or the Kingdom’s waivers of immunity, in respect of actions or proceedings brought by any Certificateholder, set out in Condition 25 (*Governing Law and Jurisdiction*);
- (k) to impose any condition on or otherwise change the Trustee’s obligation to make payments of Dissolution Amount, Periodic Distribution Amount or any other amount in respect of the Trust Certificates, including by way of the addition of a call option;
- (l) to impose any condition on or otherwise change the Kingdom’s obligation to make payments in the nature of principal (corresponding to the relevant Dissolution Amount payable by the Trustee under the Trust Certificates) or profit (corresponding to the relevant Periodic Distribution Amount payable by the Trustee under the Trust Certificates) payable under the Transaction Documents, including by way of the addition of a call option;
- (m) to modify the provisions of this Condition 19.5;
- (n) except as permitted by any related guarantee or security agreement, to release any agreement guaranteeing or securing payments under the Trust Certificates or the Transaction Documents or to change the terms of any such guarantee or security;
- (o) to exchange or substitute all the Trust Certificates for, or convert all the Trust Certificates into, other obligations or securities of the Trustee or any other person, or to modify any provision of these Conditions in connection with any exchange or substitution of the Trust Certificates for, or the conversion of the Trust Certificates into, any other obligations or securities of the Trustee or any other person, which would result in the Conditions as so modified being less favourable to the Certificateholders which are subject to the Conditions as so modified than:
  - (i) the provisions of the other obligations or securities of the Trustee or any other person resulting from the relevant exchange or substitution or conversion; or
  - (ii) if more than one series of other obligations or securities results from the relevant exchange or substitution or conversion, the provisions of the resulting series of securities having the largest aggregate principal amount; or
- (p) to approve the substitution of any person for the Kingdom (or any previous substitute) as principal obligor under the Transaction Documents.

## 19.6 Information

Prior to or on the date that the Trustee or the Kingdom, as the case may be, proposes any Extraordinary Resolution, Written Resolution or Electronic Consent pursuant to Condition 19.2 (*Modification of this Series of Trust Certificates only*), Condition 19.3 (*Multiple Series Aggregation—Single limb voting*), or Condition 19.4 (*Multiple Series Aggregation—Two limb voting*), the Trustee shall

publish in accordance with Condition 23 (*Notices*) (with a copy to the Principal Paying Agent) the following information:

- (a) a description of the Trustee's and the Kingdom's economic and financial circumstances which are, in the Trustee's and the Kingdom's opinion, relevant to the request for any potential modification or action and a description of the Trustee's and the Kingdom's existing debts;
- (b) if the Trustee or the Kingdom shall at the time have entered into an arrangement for financial assistance with multilateral and/or other major creditors or creditor groups and/or an agreement with any such creditors regarding debt relief, a description of any such arrangement or agreement and where permitted under the information disclosure policies of the multilateral or such other creditors, as applicable, copies of the arrangement or agreement shall be provided;
- (c) a description of the Trustee's and the Kingdom's proposed treatment of external securities that fall outside the scope of any multiple series aggregation and its intentions with respect to any other securities and its other major creditor groups; and
- (d) if any proposed modification or action contemplates securities being aggregated in more than one group of securities, a description of the proposed treatment of each such group, as required for a notice convening a meeting of the Certificateholders in paragraph (d)(vii) of Condition 19.1 (*Convening Meetings of Certificateholders; Conduct of Meetings of Certificateholders; Written Resolutions*).

### **19.7 Claims Valuation**

For the purpose of calculating the nominal value of the Trust Certificates and any affected series of Securities Capable of Aggregation which are to be aggregated with the Trust Certificates in accordance with Condition 19.3 (*Multiple Series Aggregation—Single limb voting*) and Condition 19.4 (*Multiple Series Aggregation—Two limb voting*), the Trustee or the Kingdom, as the case may be, may appoint a calculation agent. The Trustee and the Kingdom shall, with the approval of the Aggregation Agent and any appointed calculation agent, promulgate the methodology in accordance with which the par value of the Trust Certificates and such affected series of securities will be calculated. In any such case where a calculation agent is appointed, the same person will be appointed as the calculation agent for the Trust Certificates and each other affected series of securities for these purposes, and the same methodology will be promulgated for each affected series of securities.

### **19.8 Modification/Waiver**

The Master Declaration of Trust provides that the Delegate may, without the consent of the Certificateholders, consent to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Declaration of Trust or any other Transaction Document, or determine, without any such consent or sanction as aforesaid, that any Dissolution Event or an event which, with the giving of notice, lapse of time, determination of materiality or fulfilment of any other applicable condition (or any combination of the foregoing), would constitute a Dissolution Event shall not be treated as such if, in the sole opinion of the Delegate: (i) such modification is of a formal, minor or technical nature; (ii) such modification is made to correct a manifest error; or (iii) such modification, waiver, authorisation or determination is not, in the sole opinion of the Delegate, materially prejudicial to the interests of the Certificateholders and is in respect of a matter other than a Reserved Matter.

### **19.9 Trust Certificates controlled by the Trustee or the Kingdom**

For the purposes of: (i) determining the right to attend and vote at any meeting of Certificateholders, or the right to sign or confirm in writing, or authorise the signature of, any Written Resolution; (ii) Condition 19 (*Meetings of Certificateholders; Written Resolutions; Electronic Consents*); and (iii) Condition 14 (*Dissolution Events*), any Trust Certificates which are for the time being held by, or on behalf of, any Person (including but not limited to the Trustee and the Kingdom) for the benefit of the Trustee or the Kingdom or any public sector instrumentality of the Kingdom, in each case as beneficial owner, shall be disregarded and be deemed not to remain outstanding.

A Trust Certificate will also be deemed to be not outstanding if the Trust Certificate has previously been cancelled or delivered for cancellation or held for reissuance but not reissued, or, where relevant, the Trust Certificate has previously been called for redemption in accordance with its terms



or previously become due and payable at maturity or otherwise and the Trustee has previously satisfied its obligations to make all payments due in respect of the Trust Certificate in accordance with its terms.

In advance of any meeting of Certificateholders, or in connection with any Written Resolution or Electronic Consent, the Trustee or the Kingdom, as the case may be, shall provide to the Delegate a copy of the certificate prepared pursuant to Condition 20.5 (*Certificate*), which includes information on the total number of Trust Certificates which are for the time being held by, or on behalf of, any Person (including but not limited to the Trustee and the Kingdom) for the benefit of the Trustee or the Kingdom or any public sector instrumentality of the Kingdom, in each case as beneficial owner, and, as such, such Trust Certificates shall be disregarded and deemed not to remain outstanding for the purposes of ascertaining the right to attend and vote at any meeting of Certificateholders or the right to sign, or authorise the signature of, any Written Resolution or vote in respect of any Electronic Consent. The Delegate shall make any such certificate available for inspection during normal business hours at its Specified Office and, upon reasonable request, will allow copies of such certificate to be taken.

#### **19.10 Publication**

The Trustee or the Kingdom, as the case may be, shall publish all Extraordinary Resolutions, Written Resolutions and Electronic Consents which have been determined by the Aggregation Agent to have been duly passed in accordance with Condition 23 (*Notices*).

#### **19.11 Exchange and Conversion**

Any Extraordinary Resolutions, Written Resolutions or Electronic Consents which have been duly passed and which modify any provision of, or action in respect of, the Conditions may be implemented at the option of the Trustee or the Kingdom, as the case may be, by way of a mandatory exchange or conversion of the Trust Certificates and each other affected series of securities, as the case may be, into new securities containing the modified terms and conditions if the proposed mandatory exchange or conversion of the Trust Certificates is notified to Certificateholders at the time notification is given to the Certificateholders as to the proposed modification or action. Any such exchange or conversion shall be binding on all Certificateholders.

#### **19.12 Electronic Consents**

For so long as any Trust Certificates and (in relation to paragraphs (b)(ii) and (b)(iii) below) all affected series of Securities Capable of Aggregation are in the form of a Global Trust Certificate or (in relation to the other affected series of Securities Capable of Aggregation) in a similar global form held on behalf of one or more of Euroclear, Clearstream, Luxembourg, DTC or any other clearing system (the “**relevant clearing system(s)**”), then the approval of a resolution proposed by the Delegate, the Trustee, or the Kingdom, as the case may be, given by way of electronic consent communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures:

- (a) by or on behalf of all Certificateholders who for the time being are entitled to receive notice of a meeting of Certificateholders; or
- (b) (where such holders have been given at least 21 days’ notice of such resolution) by or on behalf of:
  - (i) in respect of a proposal pursuant to Condition 19.2 (*Modification of this Series of Trust Certificates only*), the persons holding at least 75 per cent. of the aggregate principal amount of the outstanding Trust Certificates in the case of a Reserved Matter or more than 50 per cent. of the aggregate principal amount of the outstanding Trust Certificates, in the case of a matter other than a Reserved Matter;
  - (ii) in respect of a proposal Condition 19.3 (*Multiple Series Aggregation—Single limb voting*), the persons holding at least 75 per cent. of the aggregate principal amount of the outstanding securities of all affected series of Securities Capable of Aggregation (taken in aggregate); or
  - (iii) in respect of a proposal pursuant to Condition 19.4 (*Multiple Series Aggregation—Two limb voting*), (x) the persons holding at least  $66\frac{2}{3}$  per cent. of the aggregate principal amount of

the outstanding securities of all affected series of Securities Capable of Aggregation (taken in aggregate); and (y) the persons holding more than 50 per cent. of the aggregate principal amount of the outstanding securities in each affected series of Securities Capable of Aggregation (taken individually),

(in the case of (i), (ii) and (iii), each an “**Electronic Consent**”) shall, for all purposes (including Reserved Matters) take effect as (A) a Single Series Extraordinary Resolution (in the case of (i) above), (B) a Multiple Series Single Limb Extraordinary Resolution (in the case of (ii) above) or (C) a Multiple Series Two Limb Extraordinary Resolution (in the case of (iii) above), as applicable.

The notice given to Certificateholders shall specify, in sufficient detail to enable Certificateholders (in the case of a proposal pursuant to Condition 19.2 (*Modification of this Series of Trust Certificates only*)) or holders of each affected series of Securities Capable of Aggregation (in the case of a proposal pursuant to Condition 19.3 (*Multiple Series Aggregation—Single Limb Voting*)) or Condition 19.4 (*Multiple Series Aggregation—Two Limb Voting*)) to give their consents in relation to the proposed resolution, the method by which their consents may be given (including, where applicable, blocking of their accounts in the relevant clearing system(s)) and the time and date (the “**Relevant Consent Date**”) by which they must be received in order for such consents to be validly given, in each case subject to and in accordance with the operating rules and procedures of the relevant clearing system(s).

If, on the Relevant Consent Date on which the consents in respect of an Electronic Consent are first counted, such consents do not represent the required proportion for approval, the resolution shall, if the party proposing such resolution (the “**Proposer**”) so determines, be deemed to be defeated. Alternatively, the Proposer may give a further notice to Certificateholders (in the case of a proposal pursuant to Condition 19.2 (*Modification of this Series of Trust Certificates only*)) or holders of each affected series of Securities Capable of Aggregation (in the case of a proposal pursuant to Condition 19.3 (*Multiple Series Aggregation—Single Limb Voting*)) or Condition 19.4 (*Multiple Series Aggregation—Two Limb Voting*)) that the resolution will be proposed again on such date and for such period as shall be agreed with the Trustee and the Delegate (unless the Trustee or the Delegate is the Proposer) and the Kingdom (unless the Kingdom is the Proposer). Such notice must inform Certificateholders (in the case of a proposal pursuant to Condition 19.2 (*Modification of this Series of Trust Certificates only*)) or holders of each affected series of Securities Capable of Aggregation (in the case of a proposal pursuant to Condition 19.3 (*Multiple Series Aggregation—Single Limb Voting*)) or Condition 19.4 (*Multiple Series Aggregation—Two Limb Voting*)) that insufficient consents were received in relation to the original resolution and the information specified in the previous paragraph. For the purpose of such further notice, references to Relevant Consent Date shall be construed accordingly.

An Electronic Consent may only be used in relation to a resolution proposed by the Trustee, the Delegate or the Kingdom, as the case may be, which is not then the subject of a meeting that has been validly convened, unless that meeting has been cancelled or dissolved.

For so long as any Trust Certificates are held in the form of a Global Trust Certificate held on behalf of the relevant clearing system(s), for the purposes of determining whether a Written Resolution has been validly passed, the Trustee, the Delegate or the Kingdom, as the case may be, shall be entitled to rely on the consent or instructions given in writing directly to the Trustee, the Delegate or the Kingdom (a) by accountholders in the relevant clearing system(s) with entitlements to any Global Trust Certificate and/or (b) where the accountholders hold any such entitlement on behalf of another person, by the person identified by that accountholder as the person for whom such entitlement is held.

For the purpose of establishing the entitlement to give any such consent, the Trustee, the Delegate and the Kingdom, shall be entitled to rely on any certificate or other document issued by, in the case of (a) above, the relevant clearing system(s) and, in the case of (b) above, the relevant clearing system(s) and the accountholder identified by the relevant clearing system(s). Any such certificate or other document (i) shall be conclusive and binding for all purposes and (ii) may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear’s EUCLID or Clearstream, Luxembourg’s CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal amount of the Trust Certificates is clearly identified together with the amount of such holding. The Trustee, the Delegate and the Kingdom shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

All information to be provided pursuant to paragraph (d) of Condition 19.1 (*Convening Meetings of Certificateholders; Conduct of Meetings of Certificateholders; Written Resolutions*) and Condition 19.6 (*Information*) shall also be provided, *mutatis mutandis*, in respect of Electronic Consents.

## **20. AGGREGATION AGENT; AGGREGATION PROCEDURES**

### **20.1 Appointment**

The Trustee or the Kingdom, as the case may be, will appoint an agent (such agent the “**Aggregation Agent**”) to calculate whether a proposed modification or action has been approved by the required principal amount outstanding of Trust Certificates and, in the case of a multiple series aggregation, by the required principal amount of outstanding securities of each affected series of Securities Capable of Aggregation. In the case of a multiple series aggregation, the same person will be appointed as the Aggregation Agent for the proposed modification of any provision of, or any action in respect of, these Conditions or the Transaction Documents in respect of the Trust Certificates and in respect of the terms and conditions or bond documentation in respect of each other affected series of Securities Capable of Aggregation. The Aggregation Agent shall be independent of the Trustee and the Kingdom.

### **20.2 Extraordinary Resolutions**

If an Extraordinary Resolution has been proposed at a duly convened meeting of Certificateholders to modify any provision of, or action in respect of, these Conditions and other affected series of Securities Capable of Aggregation, as the case may be, the Aggregation Agent will, as soon as practicable after the time the vote is cast, calculate whether holders of a sufficient portion of the aggregate principal amount of the outstanding Trust Certificates and each other affected series of Securities Capable of Aggregation, have voted in favour of the Extraordinary Resolution such that the Extraordinary Resolution is passed. If so, the Aggregation Agent will determine that the Extraordinary Resolution has been duly passed.

### **20.3 Written Resolutions**

If a Written Resolution has been proposed under the Conditions to modify any provision of, or action in respect of, these Conditions and the terms and conditions of other affected series of Securities Capable of Aggregation, as the case may be, the Aggregation Agent will, as soon as reasonably practicable after the relevant Written Resolution has been signed or confirmed in writing, calculate whether holders of a sufficient portion of the aggregate principal amount of the outstanding Trust Certificates and each other affected series of Securities Capable of Aggregation, have signed or confirmed in writing in favour of the Written Resolution such that the Written Resolution is passed. If so, the Aggregation Agent will determine that the Written Resolution has been duly passed.

### **20.4 Electronic Consents**

If approval of a resolution proposed under the terms of these Conditions to modify any provision of, or action in respect of, these Conditions and the terms and conditions of other affected series of Securities Capable of Aggregation, as the case may be, is proposed to be given by way of Electronic Consent, the Aggregation Agent will, as soon as reasonably practicable after the relevant Electronic Consent has been given, calculate whether holders of a sufficient portion of the aggregate principal amount of the outstanding Trust Certificates and each other affected series of Securities Capable of Aggregation, have consented to the resolution by way of Electronic Consent such that the resolution is approved. If so, the Aggregation Agent will determine that the resolution has been duly approved.

### **20.5 Certificate**

For the purposes of Condition 20.2 (*Extraordinary Resolutions*) and Condition 20.3 (*Written Resolutions*) and Condition 20.4 (*Electronic Consents*), the Trustee and the Kingdom will provide a certificate to the Aggregation Agent up to three days prior to, and in any case no later than, with respect to an Extraordinary Resolution, the date of the meeting referred to in Condition 19.2 (*Modification of this Series of Trust Certificates only*), Condition 19.3 (*Multiple Series Aggregation—Single limb voting*), or Condition 19.4 (*Multiple Series Aggregation—Two limb voting*), as applicable, and, with respect to a Written Resolution, the date arranged for the signing of the Written Resolution and, with respect to an Electronic Consent, the date arranged for voting on the Electronic Consent.

The certificate shall:

- (a) list the total principal amount of Trust Certificates and, in the case of a multiple series aggregation, the total principal amount of each other affected series of Securities Capable of Aggregation outstanding on the record date; and
- (b) clearly indicate the Trust Certificates and, in the case of a multiple series aggregation, the securities of each other affected series of Securities Capable of Aggregation which shall be disregarded and deemed not to remain outstanding as a consequence of Condition 19.9 (*Trust Certificates controlled by the Trustee or the Kingdom*) on the record date identifying the holders of the relevant Trust Certificates and, in the case of a multiple series aggregation, securities of each other affected series of Securities Capable of Aggregation.

The Aggregation Agent may rely upon the terms of any certificate, notice, communication or other document believed by it to be genuine.

## **20.6 Notification**

The Aggregation Agent will cause each determination made by it for the purposes of this Condition 20 to be notified to the Trustee, the Kingdom and the Delegate, as soon as practicable after such determination. Notice thereof shall also promptly be given to the Certificateholders in accordance with Condition 23 (*Notices*).

## **20.7 Binding nature of determinations; no liability**

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 20 by the Aggregation Agent will (in the absence of manifest error) be binding on the Trustee, the Kingdom, the Delegate and the Certificateholders and (subject as aforesaid) no liability to any such person will attach to the Aggregation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

## **21. INDEMNIFICATION AND LIABILITY OF THE DELEGATE AND THE TRUSTEE**

### **21.1 Indemnification**

The Declaration of Trust contains provisions for the indemnification of each of the Delegate and the Trustee in certain circumstances and for its relief from responsibility, including provisions relieving it from taking action unless indemnified and/or secured and/or prefunded to its satisfaction as well as provisions entitling the Delegate to be paid its costs and expenses in priority to the claims of the Certificateholders.

### **21.2 Liability**

The Delegate makes no representation and assumes no responsibility for the validity, sufficiency or enforceability of the obligations of the Trustee or the Kingdom under the Trust Certificates or Transaction Documents and shall not under any circumstances have any Liability or be obliged to account to the Certificateholders in respect of any payments which should have been made by the Trustee or the Kingdom but are not so made and shall not in any circumstances have any Liability arising from or in relation to the Trust Assets other than as expressly provided in these Conditions or in the Declaration of Trust.

### **21.3 Certain Exemptions**

Each of the Trustee and the Delegate is exempted from: (i) any Liability in respect of any loss or theft of the Trust Assets or any cash; (ii) any obligation to insure the Trust Assets or any cash; and (iii) any claim arising from the fact that the Trust Assets or any cash are held by or on behalf of the Trustee or on deposit or in an account with any depositary or clearing system or are registered in the name of the Trustee or its nominee, unless such loss or theft arises as a result of wilful default, gross negligence or fraud by the Trustee or the Delegate, as the case may be.

## **21.4 Business Transactions**

The Declaration of Trust also contains provisions pursuant to which the Delegate is entitled, inter alia: (a) to enter into business transactions with the Kingdom, or any public sector instrumentality of the Kingdom, and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to the Kingdom and/or any public sector instrumentality of the Kingdom; (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Certificateholders; and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

## **22. FURTHER ISSUES**

The Trustee may from time to time, without the consent of the Certificateholders, create and issue further Trust Certificates having the same terms and conditions as the Trust Certificates in all respects (or in all respects except for the amount and the first payment of Periodic Distribution Amount) so as to form a single Series with the Trust Certificates, *provided* that, unless the further Trust Certificates are fungible with the Trust Certificates for U.S. federal income tax purposes, such further Trust Certificates will be issued with a separate CUSIP and ISIN. Any further trust certificates which are to form a single Series with the outstanding Trust Certificates previously constituted by the Declaration of Trust shall be constituted by a Supplemental Declaration of Trust and a Declaration of Sharing of Assets in accordance with the Declaration of Trust.

## **23. NOTICES**

### **23.1 Notices to Certificateholders while Trust Certificates are held in Global Form**

So long as any Trust Certificates are evidenced by a Global Trust Certificate and such Global Trust Certificate is held by or on behalf of DTC, Euroclear or Clearstream, Luxembourg, notices to Certificateholders may be given by delivery of such notice to the relevant clearing systems for communication by them to entitled account holders; *provided* that, so long as the Trust Certificates are listed on any stock exchange, notice will also be published or otherwise given in accordance with the rules of such stock exchange. In respect of Trust Certificates listed on the Official List of the Irish Stock Exchange, notice will be published on the website of the Irish Stock Exchange, being [www.ise.ie](http://www.ise.ie).

### **23.2 Notices to holders of Individual Trust Certificates**

Notices to holders of Individual Trust Certificates will be deemed to be validly given if sent by first class mail (or the equivalent) or (if posted to an overseas address) by airmail to the Certificateholders of those Trust Certificates at their respective addresses as recorded in the Register for those Trust Certificates, and will be deemed to have been validly given on the fourth day after the date of mailing as provided above or, if posted from a country other than that of the addressee, on the fifth day after the date of such mailing. In respect of Individual Trust Certificates listed on the Official List of the Irish Stock Exchange, notice will be published on the website of the Irish Stock Exchange, being [www.ise.ie](http://www.ise.ie).

## **24. ROUNDING**

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions): (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.); (b) all United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up); (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount; and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency (with 0.005 being rounded upwards).

## 25. GOVERNING LAW AND JURISDICTION

### 25.1 Governing law

The Declaration of Trust and the Trust Certificates and any non-contractual obligations arising out of, or in connection with, the Declaration of Trust and the Trust Certificates (including the remaining provisions of this Condition 25), are and shall be governed by, and construed in accordance with, English law.

### 25.2 Agreement to arbitrate

Any dispute, claim, difference or controversy arising out of, relating to or having any connection with the Declaration of Trust and/or Trust Certificates (including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with them) (a “**Dispute**”) shall be referred to and finally resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration (“**LCIA**”)(the “**Rules**”), which Rules (as amended from time to time) are incorporated by reference into this Condition 25. In relation to any such arbitration:

- (a) the arbitral tribunal shall consist of three arbitrators, each of whom shall be disinterested in the arbitration, shall have no connection with any party thereto and shall be an attorney experienced in international securities transactions;
- (b) the claimant(s) and the respondent(s) shall each nominate one arbitrator within 15 days from receipt by the Registrar of the LCIA of the Response to the Request for arbitration as defined in the Rules, and the chairman of the arbitral tribunal shall be nominated by the two party-nominated arbitrators within 15 days of the last of their appointments. If the chairman of the arbitral tribunal is not so nominated, he shall be chosen by the LCIA;
- (c) the seat of arbitration shall be London, England;
- (d) the language of the arbitration shall be English;
- (e) the claimant(s) and the respondent(s) undertake to waive any right of application to determine a preliminary point of law under section 45 of the Arbitration Act 1996 of the United Kingdom; and
- (f) without prejudice to the powers of the arbitrators provided under the Rules, statute or otherwise, the arbitrators shall have the power at any time, following the written request (with reasons) of any party at any time, and after due consideration of any written and/or oral response(s) to such request made within such time periods as the arbitral tribunal shall determine, to make an award in favour of the claimant(s) (or the respondent(s) if a counterclaim) in respect of any claims (or counterclaims), if it appears to the arbitral tribunal that there is no reasonably arguable defence to those claims (or counterclaims), either at all or except as to the amount of any damages or other sum to be awarded.

### 25.3 Waiver of immunity

The Trustee hereby waives (and the Kingdom has, under the Transaction Documents governed by English law to which it is a party, waived), irrevocably, to the fullest extent permitted by law:

- (a) any immunity from suit, attachment or execution to which it might otherwise be entitled by virtue of the Kingdom’s sovereign status under the State Immunity Act 1978 of the United Kingdom and/or the Kingdom’s ownership of the Trustee or otherwise in any Dispute which may be instituted pursuant to Condition 25.2 (*Agreement to arbitrate*) in any arbitration having its seat in London, England; and
- (b) any immunity from attachment or execution to which it might otherwise be entitled by virtue of the Kingdom’s sovereign status in any other jurisdiction and/or, in respect of the Trustee only, the Kingdom’s ownership thereof, in an action to enforce an arbitral award properly obtained in England and Wales as referred to in paragraph (a) above.

In respect of the Transaction Documents governed by the laws of the Kingdom, each of the Trustee, the Onshore Investment Vehicle and the Kingdom has waived irrevocably, to the fullest extent permitted by law any immunity from suit, attachment or execution to which it might be entitled by

virtue of the Kingdom's sovereign status in any jurisdiction and/or, in respect of the Trustee and the Onshore Investment Vehicle only, the Kingdom's ownership thereof.

Notwithstanding anything to the contrary in the Conditions, such waiver of immunity shall not be deemed or interpreted to include any waiver of immunity in respect of (i) present or future "premises of the mission" as defined in the Vienna Convention on Diplomatic Relations signed in 1961; (ii) "consular premises" as defined in the Vienna Convention on Consular Relations signed in 1963; (iii) any other property or assets used solely or mainly for governmental or public purposes in the Kingdom or elsewhere; (iv) military property or military assets or property or assets of the Trustee, the Onshore Investment Vehicle or the Kingdom related thereto; (v) rights or immunities or property held by individuals or by entities, agencies, or instrumentalities distinct from the Trustee, the Onshore Investment Vehicle or the Kingdom itself (regardless of their relationship to the Trustee, the Onshore Investment Vehicle or the Kingdom); or (vi) other procedural or substantive rights enjoyed by the Trustee, the Onshore Investment Vehicle or the Kingdom by virtue of the Kingdom's sovereign status and/or, in respect of the Trustee and the Onshore Investment Vehicle only, the Kingdom's ownership thereof, besides immunity from suit, attachment, and execution. Without prejudice to the generality of the above, none of the provisions of this Condition 25.3 (*Waiver of Immunity*) shall apply to actions brought under the United States federal securities law or any securities laws of any state thereof.

#### **25.4 Waiver of Interest**

Each of the Trustee, the Kingdom and the Delegate has agreed in the Master Declaration of Trust that if any arbitral proceedings are brought by or on behalf of a party under the Master Declaration of Trust and these Conditions, each party agrees that it will:

- (a) not claim any interest under, or in connection with, such proceedings; and
- (b) to the fullest extent permitted by law, waive all and any entitlement it may have to interest awarded in its favour by any arbitral tribunal as a result of such proceedings.

For the avoidance of doubt, nothing in this Condition 25.4 shall be construed as a waiver of rights in respect of all, or any part of, the Deferred Sale Prices payable under the Master Murabaha Agreement and any Murabaha Transaction, any payments under the Primary Mudaraba Agreement or Infrastructure Mudaraba Agreement, Periodic Distribution Amounts payable under the Trust Certificates or profit or principal of any kind howsoever described payable by the Kingdom (in any capacity) or the Trustee (in any capacity) pursuant to the Transaction Documents and/or the Conditions, howsoever such amounts may be described or re-characterised by any arbitral tribunal.

#### **26. RIGHTS OF THIRD PARTIES**

No person shall have any right to enforce any term or condition of the Trust Certificates under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any remedy or right of any person which exists or is available apart from that Act.

## FORM OF FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Trust Certificates issued under the Programme. The text referring to the Prospectus Directive only relates to the Trust Certificates in respect of which a prospectus is required to be prepared under the Prospectus Directive and should otherwise be disregarded.

Final Terms dated [●]

### KSA SUKUK LIMITED

**Issue of [Aggregate Principal Amount of Tranche] [Title of Trust Certificates]  
under the  
Trust Certificate Issuance Programme**

#### 1. PART A—CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 4 April 2017 [and the supplement[s] to the Base Prospectus dated [insert date of supplements]] [which [together] constitute[s] a base prospectus (the “**Base Prospectus**”) for the purposes of Directive 2003/71/EC, as amended (the “**Prospectus Directive**”).]

[This document constitutes the Final Terms relating to the issue of Trust Certificates described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus [as so supplemented].]

The Base Prospectus [as so supplemented] is available for viewing [in accordance with Article 14 of the Prospectus Directive] on the website of the Irish Stock Exchange (www.ise.ie) and during normal business hours at the offices of the Trustee at KSA Sukuk Limited, c/o Walkers Corporate Limited, Cayman Corporate Centre, 27 Hospital Road, George Town, Grand Cayman, KY1-9008, Cayman Islands and the Principal Paying Agent at Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom.

1. [(i) Series Number: [●]]  
[(ii) Tranche Number: [●]]  
[(iii) Date on which the Trust Certificates become fungible: [Not Applicable/The Trust Certificates shall be consolidated and form a single series with the existing tranche(s) of the Series on [the Issue Date] / [Insert date].]
2. Specified Currency or Currencies: [●]
3. Aggregate Principal Amount:  
[(i) Series: [●]]  
[(ii) Tranche: [●]]
4. Issue Price: [●] per cent. of the Aggregate Principal Amount  
[plus accrued Periodic Distribution Amounts from [●]]  
  
[(i) Specified Denominations: [●]]  
[(ii) Calculation Amount: [●]]
5. (i) Issue Date: [●]  
(ii) Profit Commencement Date: [●]/[Issue Date]/[Not Applicable]
6. Scheduled Dissolution Date: [Fixed Rate Certificates—Specify date / Floating Rate Certificates—Periodic Distribution Date falling in or nearest to [specify month and year].]
7. Profit Basis: [[●] per cent. Fixed Rate]



8. Dissolution Basis: [[●] [+/-] [●] per cent. Floating Rate]  
[Subject to any purchase and cancellation or early redemption, the Trust Certificates will be redeemed on the Scheduled Dissolution Date at 100 per cent. of their principal amount.]
9. Put/Call Options: [Investor Put]  
[Kingdom Call]  
[Not Applicable]
10. [Date approval for issuance of Trust Certificates obtained: [●]]

**PROVISIONS RELATING TO PROFIT (IF ANY) PAYABLE**

11. Fixed Rate Trust Certificate Provisions [Applicable]/[Not Applicable]
- (i) Profit Rate[(s)]: [●] per cent. *per annum* [payable [annually]/[semi-annually]/[quarterly]/[monthly] in arrear]
- (ii) Periodic Distribution Date(s): [●][[, [●], [●]] and [●] in each year]
- [(iii) First Periodic Distribution Date: [●]
- (iv) Fixed Amount[(s)]: [●] per Calculation Amount
- (v) Broken Amount(s): [[●] per Calculation Amount, payable on the Periodic Distribution Date falling [in]/[on] [●]/[Not Applicable]
- (vi) Day Count Fraction: [360/360]/[Actual/Actual (ICMA)]
- [(vii) Determination Dates [[●] in each year]/[Not Applicable]]
12. Floating Rate Trust Certificate Provisions [Applicable]/[Not Applicable]
- (i) Periodic Distribution Period(s): [●]
- (ii) Specified Period: [●]
- (iii) Specified Periodic Distribution Dates: [●]
- [(iv) First Periodic Distribution Date: [●]
- (v) Business Day Convention: [Floating Rate Convention]/[Following Business Day Convention]/[Modified Following Business Day Convention]/[Preceding Business Day Convention]/[No Adjustment]
- (vi) Additional Business Centre(s): [●]/[Not Applicable]
- (vii) Manner in which the Profit Rate(s) is/are to be determined: [Screen Rate Determination] / [ISDA Determination]
- (viii) Party responsible for calculating the Profit Rate(s) and Periodic Distribution Amount(s) (if not the Principal Paying Agent): [[●] shall be the Calculation Agent]
- (ix) Screen Rate Determination:
- Reference Rate: [LIBOR]/[EURIBOR]
  - Profit Determination Date(s): [●]
  - Relevant Screen Page: [●]
  - Relevant Time: [●]
  - Relevant Financial Centre: [●]

- (x) ISDA Determination:
- Floating Rate Option: [●]
  - Designated Maturity: [●]
  - Reset Date: [●]
- (xi) Margin(s): [+/-] [●] per cent. per annum
- (xii) Minimum Profit Rate: [●] per cent. per annum
- (xiv) Day Count Fraction: [Actual/Actual (ISDA)]  
 [Actual/365 (Fixed)]  
 [Actual/365]  
 [Actual/360]  
 [30/360]  
 [30E/360]  
 [30E/360 (ISDA)]

### PROVISIONS RELATING TO DISSOLUTION

13. Call Option [Applicable]/[Not Applicable]  
*(if not applicable, delete the remaining sub-paragraphs of this paragraph)*  
*(this paragraph and sub-paragraphs may be repeated for issues with more than one call option)*
- (i) Optional Dissolution Date(s): [●] / [Any Periodic Distribution Date from and including [●] to but excluding [●]]
- (ii) Optional Dissolution Amount(s) of each Trust Certificate: [●] per Calculation Amount  
*(N.B. The Optional Dissolution Amount cannot be greater than the Calculation Amount)*
- (iii) If redeemable in part: [Applicable]/[Not Applicable]  
*(if not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Minimum Redemption Amount [●] per Calculation Amount
- (b) Maximum Redemption Amount [●] per Calculation Amount
14. Put Option [Applicable]/[Not Applicable]  
*(if not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Dissolution Date(s): [●]
- (ii) Optional Dissolution Amount(s) of each Trust Certificate: [●] per Calculation Amount  
*(N.B. The Optional Dissolution Amount cannot be greater than the Calculation Amount)*
15. Early Dissolution Amount (Tax) of each Trust Certificate [100 per cent. of their principal amount] / [●] per Calculation Amount  
*(N.B. The Early Dissolution Amount (Tax) cannot be greater than the Calculation Amount)*

16. Final Dissolution Amount of each Trust Certificate [100 per cent. of their principal amount] / [●] per Calculation Amount  
*(N.B. The Final Dissolution Amount cannot be greater than the Calculation Amount)*
17. Early Dissolution Amount of each Trust Certificate payable on a Dissolution Event [100 per cent. of their principal amount] / [●] per Calculation Amount  
*(N.B. The Early Dissolution Amount cannot be greater than the Calculation Amount)*

#### GENERAL PROVISIONS APPLICABLE TO THE TRUST CERTIFICATES

18. Form of Trust Certificates: [Individual Trust Certificates]  
[Unrestricted Global Trust Certificate exchangeable for unrestricted Individual Trust Certificates [on [●] days' notice]/[at any time]/[in the limited circumstances described in the Unrestricted Global Trust Certificate]]  
*(N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Trust Certificates includes language substantially to the following effect: "€200,000 and integral multiples of €1,000 in excess thereof")*  
[Restricted Global Trust Certificate exchangeable for Restricted Individual Trust Certificates [on [●] days' notice]/[at any time]/[in the limited circumstances described in the Restricted Global Trust Certificate]]  
*(N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Trust Certificates includes language substantially to the following effect: "€200,000 and integral multiples of €1,000 in excess thereof")*  
[Unrestricted Global Trust Certificate registered in the name of a nominee for [DTC]/[a common depository for Euroclear and Clearstream, Luxembourg]  
[Restricted Global Trust Certificate registered in the name of a nominee for [DTC]]
19. Additional Financial Centre(s): [●]/[Not Applicable]

#### PROVISIONS IN RESPECT OF THE TRUST ASSETS

20. Details of Transaction Account: [●] Transaction Account No: [●] with [●] for Series No.: [1/2/3 etc.]
21. Supplemental Declaration of Trust: Supplemental Declaration of Trust dated [●] between the Trustee, the Kingdom and the Delegate
22. Declaration of Sharing of Assets: [Declaration of Sharing of Assets dated [●] executed by the Trustee]/[Not Applicable]

23. Distribution of Proceeds: An amount equal to [●] per cent. of the proceeds from the issuance will be applied as the Murabaha Investment Amount. An amount equal to [●] per cent. of the proceeds from the issuance will be applied as the Mudaraba Investment Amount  
*(N.B. The percentage applied as the Murabaha Investment Amount shall not be more than 49 per cent. of the proceeds and the percentage applied as Mudaraba Investment Amount shall not be less than 51 per cent. of the proceeds)*
24. Initial Purchase Price: An amount equal to [●] per cent. of the Murabaha Investment Amount  
*(N.B. The percentage applied as the Initial Purchase Price and Subsequent Purchase Price must equal 100 per cent. of the Murabaha Investment Amount)*
25. Subsequent Purchase Price: An amount equal to [●] per cent. of the Murabaha Investment Amount  
*(N.B. The percentage applied as the Initial Purchase Price and Subsequent Purchase Price must equal 100 per cent. of the Murabaha Investment Amount)*
26. Specified Anniversary: The [●] anniversary.
27. Infrastructure Project Profit Percentage [●]

Signed on behalf of  
**KSA SUKUK LIMITED**

Signed on behalf of  
**THE KINGDOM OF SAUDI ARABIA acting  
through THE MINISTRY OF FINANCE**

By: \_\_\_\_\_  
*Duly Authorised*

By: \_\_\_\_\_  
*Duly Authorised*

## PART B—OTHER INFORMATION

### 1. LISTING

- (i) Listing: [[Irish Stock Exchange]/[●]]
- (ii) Admission to trading: [Application has been made by the Trustee (or on its behalf) for the Trust Certificates to be admitted to trading on [the Regulated Market of the Irish Stock Exchange] / [●] with effect from [●].]
- (ii) Estimate of total expenses related to admission to trading: [●]

### 2. [RATINGS]

#### Ratings:

The Trust Certificates to be issued have been rated:

[Moody's: [●]]

[Fitch: [●]]

[[Other]: [●]]

#### *Option 1—CRA established in the EEA and registered under the CRA Regulation*

[●] is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the “**CRA Regulation**”). [●] appears on the latest update of the list of registered credit rating agencies (as of [insert date of most recent list]) on the ESMA website:

<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>

#### *Option 2—CRA not established in the EEA but relevant rating is endorsed by a CRA which is established and registered under the CRA Regulation*

[●] is not established in the EEA but the rating it has given to the Trust Certificates is endorsed by [●], which is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the “**CRA Regulation**”). [Insert legal name of particular credit rating agency entity providing rating] appears on the latest update of the list of registered credit rating agencies (as of [insert date of most recent list]) on the ESMA website:

<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>

#### *Option 3—CRA is not established in the EEA and relevant rating is not endorsed under the CRA Regulation but CRA is certified under the CRA Regulation*

[●] is not established in the EEA but is certified under Regulation (EU) No 1060/2009, as amended (the “**CRA Regulation**”).

#### *Option 4—CRA neither established in the EEA nor certified under the CRA Regulation and relevant rating is not endorsed under the CRA Regulation*

[●] is not established in the EEA and is not certified under Regulation (EU) No 1060/2009, as amended (the “**CRA Regulation**”) and the rating it has given to the Trust Certificates is not endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation.

In general, European regulated investors are restricted from using a rating for regulator purposes if such rating is not issued by a credit rating agency established in the EEA and registered under the CRA Regulation unless (1) the rating is provided by a credit rating agency not established in the EEA but is endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation or (2) the rating is provided by a credit rating agency not established in the EEA which is certified under the CRA Regulation.

*Option 5—Not Applicable]*

### 3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

[Save for any fees payable to the [Managers/Dealers], so far as the Trustee and the Kingdom are aware, no person involved in the issue of the Trust Certificates has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Trustee, the Kingdom and their affiliates in the ordinary course of business for which they may receive fees.]

### 4. [YIELD

Indication of yield:

[●]

*(N.B. Fixed Rate Trust Certificates only)]*

### 5. OPERATIONAL INFORMATION

CUSIP:

[●] [Not Applicable]

ISIN:

[●]

Common Code:

[●]

Any clearing system(s) other than DTC, Euroclear and Clearstream, Luxembourg and the relevant addresses and identification numbers):

[Not Applicable/give name(s), address(es) and number(s)]

Delivery:

Delivery [against/free of] payment

Names and addresses of additional Paying Agent(s) (if any):

[●]

Name and address of Calculation Agent (if any), if different from Principal Paying Agent:

[●]

### 6. THIRD PARTY INFORMATION

[[●] has been extracted from [●]. The Trustee and the Kingdom confirm that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading]/ [Not Applicable]

### 7. CREDIT RISK RETENTION

[On the Issue Date, [●] is expected to purchase [●] of Trust Certificates][Not Applicable]

## FORM OF THE TRUST CERTIFICATES

The Trust Certificates will be in registered form, without coupons attached. Trust Certificates will be issued both outside the United States in reliance on the exemption from registration provided by Regulation S and within the United States in reliance on Rule 144A or another exemption from the registration requirements of the Securities Act.

### Trust Certificates

Each Tranche of Trust Certificates will be represented by either:

- (a) one or more unrestricted global trust certificates (“**Unrestricted Global Trust Certificate(s)**”) in the case of Trust Certificates sold outside the United States to non-U.S. persons in reliance on Regulation S (“**Unrestricted Trust Certificates**”) and/or one or more restricted global trust certificates (“**Restricted Global Trust Certificate(s)**”) in the case of Trust Certificates sold to QIBs that are also QPs in reliance on Rule 144A (“**Restricted Trust Certificates**”); or
- (b) individual trust certificates in registered form (“**Individual Trust Certificates**”),

in each case as specified in the Final Terms, and references in this Base Prospectus to “**Global Trust Certificates**” shall be construed as a reference to Unrestricted Global Trust Certificates and/or Restricted Global Trust Certificates.

Each Trust Certificate represented by an Unrestricted Global Trust Certificate will be registered in the name of a common depository (or its nominee) for Euroclear and/or Clearstream registered in the name of Cede & Co. as nominee for DTC if such Unrestricted Global Trust Certificate will be held for the benefit of Euroclear and/or Clearstream through DTC and/or any other relevant clearing system and the relevant Unrestricted Global Trust Certificate will be deposited on or about the issue date with the common depository or such other nominee or custodian.

Each Trust Certificate represented by a Restricted Global Trust Certificate will be registered in the name of Cede & Co. (or such other entity as is specified in the Final Terms) as nominee for DTC and the relevant Restricted Global Trust Certificate will be deposited on or about the issue date with the custodian for DTC (the “**DTC Custodian**”). Beneficial interests in Trust Certificates represented by a Restricted Global Trust Certificate may only be held through DTC at any time.

If the Final Terms specifies the form of Trust Certificates as being “Individual Trust Certificates”, then the Trust Certificates will at all times be represented by Individual Trust Certificates issued to each Certificateholder in respect of their respective holdings.

### *Global Trust Certificate exchangeable for Individual Trust Certificates*

If the Final Terms specifies the form of Trust Certificates as being “Global Trust Certificate exchangeable for Individual Trust Certificates”, then the Trust Certificates will initially be represented by one or more Global Trust Certificates each of which will be exchangeable in whole, but not in part, for Individual Trust Certificates:

- (a) on the expiry of such period of notice as may be specified in the Final Terms; or
- (b) at any time, if so specified in the Final Terms; or
- (c) if the Final Terms specifies “in the limited circumstances described in the Global Trust Certificate”, then:
  - (i) in the case of any Global Trust Certificate held by or on behalf of DTC, if DTC notifies the Trustee that it is no longer willing or able to discharge properly its responsibilities as depository with respect to the Global Trust Certificate or DTC ceases to be a “clearing agency” registered under the U.S. Securities Exchange Act of 1934 (the “**Exchange Act**”) or if at any time DTC is no longer eligible to act as such, and the relevant Trustee is unable to locate a qualified successor within 90 days of receiving notice or becoming aware of such ineligibility on the part of DTC;
  - (ii) in the case of any Unrestricted Global Trust Certificate held by or on behalf of Euroclear, Clearstream or any other relevant clearing system, if Euroclear, Clearstream or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; and

(iii) in any case, if any of the circumstances described in Condition 14 (*Dissolution Events*) occurs.

The options described in paragraphs (a) and (b) above should not be expressed to be applicable under the heading “*Form of Trust Certificates*” in the Final Terms if the relevant Trust Certificates are in denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount. Furthermore, Trust Certificates should not be issued which have such denominations if such Trust Certificates are to be represented on issue by one or more Global Trust Certificates exchangeable for Individual Trust Certificates.

Whenever a Global Trust Certificate is to be exchanged for Individual Trust Certificates, each person having an interest in a Global Trust Certificate must provide the relevant Registrar (through the relevant clearing system) with such information as the Trustee and the relevant Registrar may require to complete and deliver Individual Trust Certificates (including the name and address of each person in which the Trust Certificates represented by the Individual Trust Certificates are to be registered and the principal amount of each such person’s holding). In addition, whenever a Restricted Global Trust Certificate is to be exchanged for Individual Trust Certificates, each person having an interest in the Restricted Global Trust Certificate must provide the relevant Registrar (through the relevant clearing system) with a certificate given by or on behalf of the holder of each beneficial interest in the Restricted Global Trust Certificate stating either (i) that such holder is not transferring its interest at the time of such exchange or (ii) that the transfer or exchange of such interest has been made in compliance with the transfer restrictions applicable to the Trust Certificates and that the person transferring such interest reasonably believes that the person acquiring such interest is a QIB and a QP and is obtaining such beneficial interest in a transaction meeting the requirements of Rule 144A. Individual Trust Certificates issued in exchange for interests in the Restricted Global Trust Certificate will bear the legends and be subject to the transfer restrictions set out under “*Transfer Restrictions*”.

Any such exchange will be effected in accordance with the provisions of the Agency Agreement and the regulations concerning the transfer and registration of Trust Certificates scheduled to the Agency Agreement and, in particular, shall be effected without charge to any holder, but against such indemnity as the relevant Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

#### **Terms and Conditions applicable to the Trust Certificates**

The terms and conditions applicable to any Individual Trust Certificate will be endorsed on that Trust Certificate and will consist of the terms and conditions set out under “*Terms and Conditions of the Trust Certificates*” and the provisions of the Final Terms which complete those terms and conditions.

Each Global Trust Certificate contains provisions that apply to the Trust Certificates that they represent, some of which modify the Conditions. The following is a summary of those provisions:

#### ***Payments***

Payments in respect of a Global Trust Certificate will be made against presentation and (in the case of payment of principal in full with all profit accrued thereon) surrender of the Global Trust Certificate to or to the order of any Principal Paying Agent or Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Trustee in respect of the Trust Certificates. On each occasion on which a payment of principal or profit is made in respect of the Global Trust Certificate, the Trustee shall procure that the payment is noted in a schedule thereto.

#### ***Payment Record Date***

Each payment in respect of a Global Trust Certificate will be made to the person shown as the holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the “**Record Date**”) where “**Clearing System Business Day**” means a day on which each clearing system for which the Global Trust Certificate is being held is open for business.

#### ***Exercise of put option***

In order to exercise the option contained in Condition 11.5 (*Dissolution at the option of Certificateholders*), the holder of a Global Trust Certificate must, within the period specified in the Conditions for the deposit of the relevant Trust Certificate and put notice, give written notice of such exercise to any Paying Agent or



Registrar specifying the principal amount of Trust Certificates in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

#### ***Partial exercise of call option***

In connection with an exercise of the option contained in Condition 11.3 (*Dissolution at the option of the Kingdom*) in relation to only some of the Trust Certificates, a Global Trust Certificate may be redeemed in part in the principal amount specified by the Trustee in accordance with the Conditions and the Trust Certificates to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of Euroclear and Clearstream (to be reflected in the records of Euroclear and Clearstream as either a pool factor or a reduction in principal amount, at their discretion).

#### ***Notices***

Notwithstanding Condition 23 (*Notices*), while all the Trust Certificates are represented by a Global Trust Certificate and the relevant Trust Certificate or Trust Certificates is/are deposited with a common depository, a custodian or nominee for Euroclear and/or Clearstream and/or DTC and/or any other relevant clearing system, notices to Certificateholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream and/or DTC and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Certificateholders in accordance with Condition 23 (*Notices*) on the date of delivery to Euroclear and/or Clearstream and/or DTC and/or any other relevant clearing system.

#### **Clearing System Accountholders**

Each of the persons shown in the records of Euroclear and/or Clearstream and/or DTC and/or any other relevant clearing system as being entitled to an interest in a Global Trust Certificate (each an “**Accountholder**”) must look solely to Euroclear and/or Clearstream and/or DTC and/or such other relevant clearing system (as the case may be) for such Accountholder’s share of each payment made by the Trustee to the holder of a Global Trust Certificate and in relation to all other rights arising under the Global Trust Certificate. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Trust Certificate will be determined by the respective rules and procedures of Euroclear, Clearstream, DTC and any other relevant clearing system from time to time.

For so long as the relevant Trust Certificates are represented by a Global Trust Certificate, Accountholders shall have no claim directly against the Trustee in respect of payments due under the Trust Certificates and such obligations of the Trustee will be discharged by payment to the holder of the Global Trust Certificate.

#### **General**

No Certificateholder shall be entitled to proceed directly against, or provide instructions to the Delegate to proceed against, the Trustee, the Onshore Investment Vehicle or the Kingdom under any Transaction Document to which either of them is party unless the Delegate, having become bound so to proceed, fails so to do within 30 days and such failure is continuing. Under no circumstances shall the Delegate or any Certificateholder have any right to cause the sale or other disposition of any of the Trust Assets and the sole right of the Delegate and the Certificateholders against the Trustee, the Onshore Investment Vehicle and the Kingdom shall be to enforce their respective obligations under the Transaction Documents.

The Trustee and the Kingdom may agree with any Dealer that relevant Trust Certificates may be issued in a form not contemplated by the Terms and Conditions, in which event a new Base Prospectus or a supplement to the Base Prospectus, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Trust Certificates.

## **USE OF PROCEEDS**

The proceeds from each issuance of Trust Certificates will be used by the Trustee to enter into Murabaha Transactions with the Kingdom and the Primary Mudaraba with the Onshore Investment Vehicle. The Kingdom will sell the commodities purchased pursuant to the Murabaha Transactions to a third party broker and will use the proceeds from the sale for its general domestic budgetary purposes. The Kingdom will utilise the proportion of the proceeds provided as the Infrastructure Investment Amount to finance infrastructure projects in the Kingdom.

## DESCRIPTION OF THE TRUSTEE

### General

KSA Sukuk Limited, a Cayman Islands exempted company with limited liability, was incorporated on 14 February 2017 under the Companies Law (as amended) of the Cayman Islands with company registration number 319577. The Trustee has been established as a special purpose vehicle for the sole purpose of issuing Trust Certificates under the Programme and entering into the transactions contemplated by the Transaction Documents.

The registered office of the Trustee is at c/o Walkers Corporate Limited, Cayman Corporate Centre, 27 Hospital Road, George Town, Grand Cayman KY1-9008, Cayman Islands and its telephone number is +1 345 814 7600.

The authorised share capital of the Trustee is U.S.\$50,000 consisting of 50,000 ordinary shares of U.S.\$1.00 each, of which 1 share has been issued. All of the issued shares are fully paid and are held by the Kingdom.

### Business of the Trustee

The Trustee has no prior operating history or prior business and will not have any substantial liabilities other than in connection with the issue of the Trust Certificates.

The objects for which the Trustee is established are set out in clause 3 of its Memorandum of Association as registered on 14 February 2017. The objects are expressed to be unrestricted and therefore would include the issue of the Trust Certificates, execution of Transaction Documents to which it is a party and any other agreement necessary for the performance of its obligations under the transactions contemplated thereby and undertaking activities pursuant to or that are not inconsistent with the terms and conditions of the Trust Certificates. The Trustee has no employees and is not expected to have any employees in the future.

### Financial Statements

Since the date of its incorporation, no financial statements of the Trustee have been prepared. The Trustee is not required by Cayman Islands law, and does not intend, to publish audited financial statements.

### Directors of the Trustee

The Directors of the Trustee are as follows:

<u>Name</u>	<u>Principal Occupation</u>
Hindi Abdullah ALSohimi	Deputy Minister for Budget and Organisational Affairs, the Kingdom
Saleh Abdullah Alawwad	Resident Advisor, Debt Management Office, the Kingdom

The business address of each Director is c/o Ministry of Finance of the Kingdom of Saudi Arabia, King Abdulaziz Road, Riyadh 11177, Kingdom of Saudi Arabia.

There are no potential conflicts of interest between the private interests or other duties of the Directors listed above and their duties to the Trustee, save for the fact that Hindi Abdullah ALSohimi is a Deputy Minister of the Kingdom and Saleh Abdullah Alawwad is the General Manager of the Onshore Investment Vehicle and an advisor to the Debt Management Office, the Kingdom.

### The Administrator

Walkers Corporate Limited acts as the administrator of the Trustee (in such capacity, the “**Trustee Administrator**”). The office of the Trustee Administrator will serve as the general business office of the Trustee. Through the office, and pursuant to the standard terms of engagement of the Trustee Administrator, the Trustee Administrator will perform in the Cayman Islands or such other jurisdiction as may be agreed by the parties from time to time certain clerical, administrative and other services. In consideration of the foregoing, the Trustee Administrator will receive various fees payable by the Trustee at rates agreed upon from time to time, plus expenses. The terms of engagement of the Trustee Administrator provide that either the Trustee or the Trustee Administrator may terminate the engagement of the Trustee Administrator upon the occurrence of certain stated events, including any breach by the other party of its obligations under such terms. In addition, the terms of engagement of the Trustee

Administrator provide that either party shall be entitled to terminate such engagement by giving at least three months' notice in writing to the other party.

The Trustee Administrator will be subject to the overview of the Trustee's Board of Directors.

The Trustee Administrator's principal office is at Cayman Corporate Centre, 27 Hospital Road, George Town, Grand Cayman KY1-9008, Cayman Islands.

## DESCRIPTION OF THE ONSHORE INVESTMENT VEHICLE

### General

Onshore Saudi Arabian Sukuk Company, a limited liability company owned by a single shareholder, incorporated in the Kingdom of Saudi Arabia pursuant to the Companies Regulations promulgated by Royal Decree No. M/3 28/01/1437H (corresponding to 10 November 2015) (the “**Companies Law**”), and registered with the Commercial Register of Riyadh under commercial registration certificate No. 1010468791 dated 10/6/1438H (corresponding to 9 March 2017).

The Onshore Investment Vehicle was incorporated by the Ministry of Finance pursuant to the authorisations set out in Royal Decree No. M/29 dated 23/03/1438H (corresponding to 22 December 2016) and the Council of Ministers decision No. 196 dated 23/03/1438H (corresponding to 22 December 2016). The Onshore Investment Vehicle has been established for the purpose of supporting the borrowing activities of the Kingdom.

The registered office of the Onshore Investment Vehicle is at King Abdulaziz Road, Riyadh 11177, Kingdom of Saudi Arabia.

The authorised share capital of the Onshore Investment Vehicle is SAR 10,000 consisting of 1,000 ordinary shares of SAR 10.0 each. All of the issued shares are held by the Kingdom.

### Business of the Onshore Investment Vehicle

The Onshore Investment Vehicle has no prior operating history or prior business and will not have any substantial liabilities other than in connection with the Transaction Documents entered into in connection with the Programme.

The purpose and activities for which the Onshore Investment Vehicle is established are set out in clause 2 of its Articles of Association. The Onshore Investment Vehicle was incorporated to support all forms of debt transactions entered into, or programmes established, by the Kingdom, whether inside or outside the Kingdom of Saudi Arabia and subject to applicable Saudi Arabian laws and to obtaining the relevant approvals of the competent Government authorities, the Onshore Investment Vehicle has the full power and authority to carry out any activity to serve its purpose, which may include taking ownership or disposing of any type of rights and assets and entering into any contractual arrangements in connection with the purpose for which the Onshore Investment Vehicle is established and therefore would include the execution of Transaction Documents to which it is a party and any other agreement necessary for the performance of its obligations under the transactions contemplated thereby.

### General Manager of the Onshore Investment Vehicle

The General Manager of the Onshore Investment Vehicle is as follows:

<u>Name</u>	<u>Principal Occupation</u>
Saleh Abdullah Alawwad	Resident Advisor, Debt Management Office, the Kingdom

The business address of the General Manager is c/o Ministry of Finance of the Kingdom of Saudi Arabia, King Abdulaziz Road, Riyadh 11177, Kingdom of Saudi Arabia.

There are no potential conflicts of interest between the private interests or other duties of the General Manager listed above and their duties to the Onshore Investment Vehicle, save for the fact that the General Manager is also a Director of KSA Sukuk Limited and an advisor to the Debt Management Office, the Kingdom.

## OVERVIEW OF SAUDI ARABIA

### Geography and Area

Saudi Arabia comprises a land area of approximately 2,150,000 square km and is located in the Arabian Peninsula, a peninsula of south-west Asia situated north-east of Africa. Saudi Arabia has coastlines on the Red Sea to the west and the Arabian Gulf to the east. It is bordered in the north and north-east by Jordan and Iraq, in the east by Kuwait, Qatar and the United Arab Emirates, in the south-east by Oman, in the south by Yemen, and is connected to Bahrain by the King Fahd Causeway. Saudi Arabia is the largest country in the Cooperation Council for the Arab States of the Gulf (also known as the Gulf Cooperation Council, or the “GCC”).



Source: General Commission for Survey, Kingdom of Saudi Arabia

The capital city of Saudi Arabia is Riyadh. Saudi Arabia has undergone rapid urbanisation in recent decades, and over 80 per cent. of the population of Saudi Arabia currently lives in cities, with approximately half the population of Saudi Arabia being concentrated in the six largest cities of Riyadh, Jeddah, Makkah, Medina, Ta'if and Dammam. Makkah, the birthplace of the Prophet Muhammad (peace be upon him (“PBUH”)), is home to the Grand Mosque (*al-masjid al-haram*), which surrounds Islam’s holiest site (*al-ka 'bah*), which is the direction of Muslim prayer. Medina, the burial place of the Prophet Muhammad (PBUH), is home to the Prophet’s Mosque (*al-masjid an-nabawi*), and is Islam’s second-holiest city after Makkah.

Saudi Arabia has a desert climate with high daytime temperatures and a sharp temperature drop at night. Annual rainfall is very low. The southwest province of Asir is mountainous, and contains Mount Sawda, which, at just over 3,000 metres, is the highest point in Saudi Arabia. In the west of Saudi Arabia, a geological exposure known as the Arabian-Nubian Shield contains various precious and basic metals such as gold, silver, copper, zinc, lead, tin, aluminium and iron and, mainly in the east of Saudi Arabia, extensive

sedimentary formations contain various industrial minerals. Saudi Arabia's deeper sedimentary formations in the eastern part of the country contain most of its proven and recoverable oil reserves.

### Population and Demographics

According to projections based on the results of the 2010 census, GASTAT has estimated the population of Saudi Arabia to be 31.0 million as at 31 July 2015, representing growth of 2.4 per cent. as compared to 30.3 million as at 31 July 2014. Saudi nationals comprised 20.8 million, or 67.0 per cent. of the total population, and non-Saudi nationals comprised 10.2 million, or 33.0 per cent. of the total population as at 31 July 2015. Saudi Arabia has a young population, with over half of Saudi nationals being under the age of 30 and 27.3 per cent. under the age of 15. The following table sets forth Saudi Arabia's population estimates as at 31 July 2015, 2014, 2013, 2012 and 2011, respectively.

	As at 31 July				
	2015	2014	2013	2012	2011
Saudi nationals . . . . .	20,774,906	20,437,797	20,076,358	19,692,755	19,289,397
<i>Male</i> . . . . .	10,571,443	10,404,751	10,225,700	10,035,423	9,835,185
<i>Female</i> . . . . .	10,203,463	10,033,046	9,850,658	9,657,332	9,454,212
Non-Saudi nationals . . . . .	10,241,093	9,862,878	9,525,171	9,201,920	8,881,686
<i>Male</i> . . . . .	7,080,706	6,875,129	6,664,129	6,450,838	6,241,793
<i>Female</i> . . . . .	3,160,387	2,987,749	2,861,042	2,751,082	2,639,893
<b>Total population</b> . . . . .	<b>31,015,999</b>	<b>30,300,675</b>	<b>29,601,529</b>	<b>28,894,675</b>	<b>28,171,083</b>
<b>Population growth (annual %)</b> . . . . .	<b>2.4</b>	<b>2.4</b>	<b>2.4</b>	<b>2.6</b>	<b>2.7</b>

Source: GASTAT

According to data published by the United Nations Development Programme, the adult literacy rate in Saudi Arabia was 94.4 per cent. in 2013 (the latest period for which data is available), compared to 79.4 per cent. in 2000. The following table sets forth certain other demographic statistics for Saudi Arabia as at 31 July 2015, 2014, 2013, 2012 and 2011, respectively.

	As at 31 July				
	2015	2014	2013	2012	2011
Life expectancy at birth (years) . . . . .	74.3	74.2	74.1	73.9	73.8
Mortality rate, under-5 (per 1,000) . . . . .	17.4	17.8	15.9	18.7	19.1
Fertility rate (births per woman) . . . . .	2.7	2.8	2.8	2.9	2.9

Source: GASTAT

The non-Saudi portion of Saudi Arabia's total population comprises expatriates from neighbouring states as well as significant numbers of expatriates from Asia (mostly from India, Pakistan, Bangladesh, Indonesia, and the Philippines), Europe, the Americas and other countries around the world. The official language of Saudi Arabia is Arabic, although English is widely spoken.

The following table sets forth the population of Saudi Arabia's five largest cities as at 31 December 2015:

City	Population
Riyadh . . . . .	6,022,867
Jeddah . . . . .	4,086,090
Makkah . . . . .	1,822,147
Medina . . . . .	1,285,287
Dammam . . . . .	1,049,672

Source: GASTAT

### Government and Political System

Saudi Arabia is a monarchy with a political system rooted in the traditions and culture of Islam. The Custodian of the Two Holy Mosques, the King of Saudi Arabia (the "**King**"), is both the head of state and the head of the Government. Royal Decree number A/90 dated 1 March 1992 (the "**Basic Law of Governance**") provides that the Holy Quran and Sunnah (the teachings of the Prophet Muhammad (PBUH)) form the primary sources of law in Saudi Arabia. The Basic Law of Governance specifies that the King must be chosen from among the sons of the founding King, the Late King Abdulaziz bin Abdul Rahman Al Saud ("**King Abdulaziz**"), and their male descendants. In 2006, the Allegiance Council (*hay'at*

*al-bay'ah*) was established, comprising: (a) the surviving sons of King Abdulaziz; (b) one son of each deceased/incapacitated son of King Abdulaziz; and (c) one son of the incumbent King and one son of the incumbent Crown Prince, both appointed by the incumbent King, to determine which member of the royal family will be the next King and the next Crown Prince. The current King, Custodian of the Two Holy Mosques King Salman bin Abdulaziz Al Saud, acceded to the throne on 23 January 2015. The current Crown Prince is His Royal Highness Prince Mohammed bin Nayef bin Abdulaziz Al Saud, who also holds the positions of Deputy Prime Minister, Minister of Interior and Chairman of the Council for Political and Security Affairs. The current Deputy Crown Prince is His Royal Highness Prince Mohammed bin Salman bin Abdulaziz Al Saud, who also holds the positions of Second Deputy Prime Minister, Minister of Defence and Chairman of the Council for Economic and Development Affairs.

Saudi Arabia is divided into 13 provinces, each of which has a governor and a provincial council. The provincial councils are empowered to determine the development needs of their respective provinces, make recommendations and request appropriations in the annual budget. Saudi Arabia's 13 provinces comprise Riyadh, Makkah, Medina, the Eastern Province, Asir, Al-Baha, Tabuk, Al-Qassim, Ha'il, Al-Jouf, the Northern Borders, Jizan and Najran. These provinces are further divided into 118 governorates, which are in turn sub-divided into municipalities. Pursuant to the Law of Regulation of Municipalities and Rural Areas, issued by Royal Decree No. 5/M in 2003, the term of each municipal council is two years and half of the members of any municipal council must be chosen by elections, while the other half are appointed by the Minister of Municipal and Rural Affairs. In 2015, women were allowed to stand for election to, and vote for the members of, the municipal councils.

#### ***Council of Ministers (majlis al-wuzara)***

The King also holds the position of Prime Minister and presides over the Council of Ministers (*majlis al-wuzara*), which was established by Royal Decree in 1953, and currently comprises the First Deputy Prime Minister, the Second Deputy Prime Minister, 19 Ministers with portfolios and eight Ministers of State. The Council of Ministers is selected by the King and is responsible for, among other things, executive and administrative matters such as foreign and domestic policy, defence, finance, health and education. The King and executive officials at the national, provincial and local levels also hold regular meetings, which are open to members of the public and where members of the public may discuss issues and raise grievances.

In 1974, in accordance with the Law of the Council of Ministers, the Bureau of Experts (formerly known as the Department of Experts) was established to assist the Council of Ministers. The Bureau of Experts is responsible for, among other things, reviewing and studying cases referred to it by the Council of Ministers and its sub-committees, drafting new laws, proposing amendments to existing laws and drafting forms for High Orders, Royal Decrees and Council of Ministers Resolutions, which are then presented to the Council of Ministers for approval.

#### ***Consultative Council (majlis al-shura)***

In 1992, in conjunction with the promulgation of the Basic Law of Governance, the Law of Provinces (addressing the designation and administration of Saudi Arabia's provinces) and the Law of the Consultative Council (*majlis al-shura*) were introduced. The Consultative Council comprises 150 members, of which at least 20 per cent. must be females. The Chairman, Vice Chairman and General Secretary of the Consultative Council are appointed or removed by the King. The Consultative Council has the authority to draft, review and debate legislation, which is then presented to the Council of Ministers for approval. Legislation approved by the Council of Ministers only acquires the force of law once the King has issued his approval by way of a Royal Decree. However, the Council of Ministers or the relevant government ministry or authority may be delegated the power to enact further executive regulations that govern the implementation of such legislation.

#### ***Council for Political and Security Affairs and Council for Economic and Development Affairs***

In January 2015, a Royal Order was issued consolidating 12 existing Government councils and commissions under two new councils: (i) the Council for Political and Security Affairs (the "CPSA"); and (ii) the Council for Economic and Development Affairs (the "CEDA"). The formation of the CPSA and the CEDA is intended to promote greater efficiency and productivity in the various branches of the Government and enhance coordination between Government entities, thereby leading to swift decision-making and execution of proposals.



### *Council for Political and Security Affairs*

The CPSA was established in January 2015 and its mandate is to oversee all aspects of Saudi Arabia's political and security affairs, both internally and externally. The CPSA is chaired by the Crown Prince, His Royal Highness Prince Mohammed bin Nayef bin Abdulaziz Al Saud and currently comprises the following nine members in addition to the Chairman: the Minister of National Guard, the Minister of Defence, the Minister of Islamic Affairs, Call and Guidance, the Minister of Culture and Information, the Minister of Foreign Affairs, the Minister of Finance, three Ministers of State and the Chief of General Intelligence.

### *Council for Economic and Development Affairs*

The CEDA is intended to consolidate a number of relevant governmental institutions in one central organisation to provide a uniform direction for Saudi Arabia's economic growth and development. The CEDA is chaired by the Deputy Crown Prince, His Royal Highness Prince Mohammed bin Salman bin Abdulaziz Al Saud and currently comprises the following 19 members in addition to the Chairman: the Minister of Justice, the Minister of Finance, the Minister of Energy, Industry and Mineral Resources, the Minister of Labour and Social Development, the Minister of Housing, the Minister of Hajj and Umrah, the Minister of Economy and Planning, the Minister of Commerce and Investment, the Minister of Transportation, the Minister of Communication and Information Technology, the Minister of Municipal and Rural Affairs, the Minister of Health, the Minister of Civil Service, the Minister of Culture and Information, the Minister of Environment, Water & Agriculture, the Minister of Education and four Ministers of State. The CEDA is responsible for, among other matters, the implementation and monitoring of Vision 2030 (see "*—Strategy of Saudi Arabia—Vision 2030*").

The Government councils and commissions that have been replaced by the CEDA are the Higher Committee for Education Policy, the Higher Committee for Administrative Organisation, the Civil Service Council, the Higher Commission of King Abdulaziz City for Science and Technology, the Council of Higher Education and Universities, the Supreme Council for Education, the Supreme Council for Petroleum and Minerals, the Supreme Economic Council, the Supreme Council of King Abdullah City for Atomic and Renewable Energy, the Supreme Council for Islamic Affairs and the Supreme Council for Disabled Affairs.

### ***Recent Restructuring of the Government***

As part of the Government's continuing efforts to effect structural reforms in Saudi Arabia's economy and society as envisaged by Vision 2030, and in furtherance of the Government's stated aims of streamlining the functioning of the public sector and aligning its operations more closely with the Government's strategic aims and objectives (see "*Overview of Saudi Arabia—Strategy of Saudi Arabia—Vision 2030*"), the King, through a number of Royal Orders issued in May 2016, implemented several changes in the structure of the Government and the allocation of roles and responsibilities between the various Governmental ministries and departments. Some of the significant reforms included:

- the creation of the new Ministry of Energy, Industry and Mineral Resources, which effectively replaces the former Ministry of Petroleum and Mineral Resources but will also now be responsible for all matters relating to energy as well as the industrial development of Saudi Arabia, including the development of the National Industrial Cluster Development Programme as contemplated by Vision 2030;
- the creation of the new Ministry of Environment, Water & Agriculture (the "MEWA"), which effectively replaces, both, the former Ministry of Water and Electricity, with electricity now being part of the newly created Ministry of Energy, Industry and Mineral Resources mentioned above, as well as the Ministry of Agriculture;
- the creation of the new Ministry of Commerce and Investment, which effectively replaces the former Ministry of Commerce and Industry, with industry now being part of the Ministry of Energy, Industry and Mineral Resources mentioned above;
- the combination of the former Ministry of Labour and Ministry of Social Affairs into a single Ministry of Labour and Social Development;
- the creation of two new bodies, the General Authority for Culture and the General Authority for Entertainment, which shall respectively be responsible for promoting the cultural and entertainment-related goals set out in Vision 2030; and

- the former Ministry of Hajj has now been renamed as the Ministry of Hajj and Umrah, while the former Ministry of Islamic Affairs, Endowments, Call and Guidance has been renamed as the Ministry of Islamic Affairs, Call and Guidance.

In addition to the changes described above, a number of other Government institutions, including those related to education and sporting activities, have been created or restructured.

### **Legal and Judicial System**

Saudi law is derived from the Basic Law of Governance and legislation enacted in various forms, the most common of which are Royal Orders, Royal Decrees, High Orders, Council of Ministers resolutions, ministerial resolutions and ministerial circulars having the force of law.

Saudi Arabia follows a civil law system. Saudi Arabia's judicial system comprises the general courts, which have general jurisdiction over most civil and criminal cases, and specialised courts covering certain specific areas of law, including a system of administrative courts known as the Board of Grievances, a Specialised Criminal Court, and various adjudicatory or quasi-judicial committees with special jurisdiction over such matters as banking transactions, securities regulation, intellectual property, labour disputes, electricity industry disputes and medical malpractice.

In 2007, the Government announced a restructuring of the judicial system, including the establishment of courts of appeal and a supreme court, as well as the merger of most special adjudicatory committees into the general courts, though exceptions were made for certain adjudicatory committees. The committees that are exempted from the 2007 reforms include the Banking Disputes Committee, the Committee for the Enforcement of the Banking Control Law and the Committee for Resolution of Insurance Disputes and Violations, each of which operates under the aegis of SAMA; the Committee for the Resolution of Securities Disputes, which operates under the aegis of the CMA; and the Committee for Resolution of Custom Duties Disputes. The 2007 reforms also proposed the transfer of jurisdiction over commercial disputes from the Board of Grievances to the general courts. As part of the ongoing restructuring of the judicial system, personal status courts, courts of appeal and a supreme court have already been established; however, disputes of a commercial nature currently remain subject to the jurisdiction of the Board of Grievances.

The Board of Grievances has exclusive jurisdiction to supervise insolvency and bankruptcy proceedings relating to commercial entities and hear claims against Government bodies. Until recently, the Board of Grievances also had exclusive jurisdiction to consider the enforcement of foreign judgments and arbitral awards; however, with the enactment of the Enforcement Law in March 2012, this jurisdiction has been transferred to newly-created "Enforcement Departments" staffed by specialised "enforcement judges". The Enforcement Departments may, at their discretion, enforce all or any part of a foreign judgment or arbitral award, subject to certain conditions, which include compliance of such judgment or award with public policy in Saudi Arabia. See "*Risk Factors—Investors may experience difficulty enforcing foreign judgments in Saudi Arabia*" and "*Risk Factors—Arbitration awards relating to disputes under certain of the Transaction Documents may not be enforceable in Saudi Arabia*".

### **Foreign Relations and International Organisations**

#### ***Saudi Arabia's Position in the International Community***

As the only Arab nation member of the Group of Twenty (also known as the G-20), an international forum for the governments of 20 major economies, and a founding member of several major international organisations, including the UN and OPEC, Saudi Arabia plays an important role in the global economy and international trade and diplomatic relations. Furthermore, as a founding member of the GCC, the Muslim World League, the Organisation of Islamic Cooperation (the "OIC") and the Islamic Development Bank (each of which is headquartered in Saudi Arabia) as well as the Arab League, Saudi Arabia has also assumed a leadership position among both Arab countries and the broader Muslim world. As the world's largest oil producer (accounting for 13.6 per cent. of the world's total oil production) and the world's largest oil exporter (accounting for 17.2 per cent. of the world's total oil exports by volume) in the year ended 31 December 2015, according to OPEC's 2016 Annual Statistical Bulletin, Saudi Arabia occupies a central position in OPEC and the world oil markets.

Saudi Arabia is also a member of the IMF, the African Development Bank Group, the Asian Infrastructure Investment Bank and the European Bank for Restructuring and Development (the "EBRD"). The

EBRD's mandate has recently been expanded to invest and promote private initiatives in certain Arab countries in the Middle East and North Africa region.

Saudi Arabia joined the World Bank Group in 1957, and is one of the larger shareholders of the World Bank among its 189 member countries. In recognition of its contributions to the global economy and international development, Saudi Arabia achieved the status of a 'single-country constituency' on the World Bank's Executive Board (the "**Board**") in 1986. Saudi Arabia is represented at World Bank meetings by its executive director and engages in direct consultations and negotiations with other executive offices with the aim of achieving the World Bank's primary objective of reducing global poverty. From time to time, Saudi Arabia's executive director has served as the chair of the Board's standing committees, and several of the past Saudi executive directors have served as dean of the Board.

In September 2015, Saudi Arabia's ambassador to the UN was elected Chair of the UN Human Rights Council panel.

Saudi Arabia acceded as a member of the WTO in November 2005, as a result of which the Government has implemented various structural reforms in order to create a more liberal trade regime and business-friendly environment. In addition to the WTO, Saudi Arabia is party to a number of multilateral business and trade related agreements, including the Convention Establishing the Multilateral Investment Guarantee Agency; the Inter-Arab Investment Guarantee Corporation; the UN Guiding Principles on Business and Human Rights; and the Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Saudi Arabia is also party to a number of trade and economic agreements aimed at promoting trade and economic development, including the Arab Economic Unity Agreement; the Arab League Investment Agreement; the League of Arab States Investment and the Agreement on Promotion, Protection and Guarantee of Investments among the Member States of the OIC.

Saudi Arabia plays a key role in the international fight against terrorism. Saudi Arabia is a member and an active participant in a number of international organisations and treaties pertaining to anti-money laundering ("**AML**") and combatting the financing of terrorism ("**CFT**"). For details, see "*Monetary and Financial System—Anti-Money Laundering and Combatting the Financing of Terrorism*". In December 2015, the Government announced the establishment of an intergovernmental military alliance of 34 countries based at a joint command centre in Riyadh, the primary objective of which is to combat terrorist organisations, including *Da'esh*, in line with UN and OIC initiatives on counter-terrorism.

Saudi Arabia is also a member of the International Chamber of Commerce, the World Intellectual Property Organisation, the Greater Arab Free Trade Area, the International Organisation of Securities Commissions and the Organisation for the Prohibition of Chemical Weapons.

Saudi Arabia has entered into bilateral economic, trade and technical cooperation agreements with 36 countries, which aim to develop economic, trade and technical cooperation and to enable the free inflow of goods, capital, and services and the free movement of individuals and investment between the contracting countries. Saudi Arabia has also entered into Avoidance of Double Taxation Agreements with 34 countries.

In addition, Saudi Arabia contributes significant amounts of development aid to other countries and institutions, including through the Saudi Fund for Development (the "**SFD**"). The SFD extends loans and credit support for the development of a range of projects in many developing countries, particularly in Asia and Africa, with a particular focus on the social infrastructure, agriculture, energy and industry sectors. See "*Balance of Payments and Foreign Trade—Contributions to International Development Institutions and Developing Countries*".

#### ***Relations with Gulf Cooperation Council and other Arab countries***

The GCC was established on 25 May 1981, comprising Saudi Arabia, Bahrain, Kuwait, Oman, Qatar and the UAE, with the aim of promoting cooperation between the member countries and achieving coordination and integration across a range of diverse fields. The Secretariat General of the GCC is located in Riyadh, Saudi Arabia. An agreement to achieve economic unification between the countries of the GCC was signed on 11 November 1981 which led, on 1 January 2008, to the creation of a common market in the GCC region. In January 2015 the common market was further integrated, providing for full equality among GCC citizens in government and private sector employment, social insurance and retirement coverage, real estate ownership, capital movement, access to education, health and other social services in all member states. In the year ended 31 December 2015, the GCC countries, as a whole,

accounted for SAR 48.7 billion (U.S.\$13.0 billion), or 7.4 per cent., of Saudi Arabia's total imports and SAR 79.0 billion (U.S.\$21.1 billion), or 10.4 per cent., of Saudi Arabia's total exports.

In December 2008, Saudi Arabia, Bahrain, Qatar and Kuwait approved a monetary union agreement (the “**Monetary Union Agreement**”) and a statute relating to the new Gulf Monetary Council (the “**Monetary Council Statute**”), which set forth the legal and institutional framework for a proposed monetary union of the relevant member states. The Monetary Union Agreement was ratified and came into force on 27 February 2010, while the Monetary Council Statute became effective on 27 March 2010. The Gulf Monetary Council, which was established in Riyadh, held its inaugural meeting on 30 March 2010. The primary strategic aim of the Gulf Monetary Council is to improve the efficiency of financial services, lower transaction costs and increase transparency in the prices of goods and services, and an essential part of this strategy is the establishment of a GCC central bank followed by a common currency for the countries that have acceded to the Monetary Union Agreement. See “*Monetary and Financial System—GCC Monetary Union*”.

In addition to the creation of a common market and a closer economic and social union, the member states of the GCC cooperate on the development of a shared security strategy (see “*Risk Factors—Saudi Arabia is located in a region that has been subject to ongoing political and security concerns*”).

Saudi Arabia also maintains strong diplomatic and economic relationships with the other Arab countries outside the GCC. In the year ended 31 December 2015, Arab League countries outside the GCC (comprising Jordan, Iraq, Yemen, Lebanon, Egypt, Syria, Morocco and Sudan) accounted for SAR 20.1 billion (U.S.\$5.4 billion), or 3.1 per cent., of Saudi Arabia's total imports and SAR 44.8 billion (U.S.\$12.0 billion), or 5.9 per cent., of Saudi Arabia's total exports. A number of Arab countries, particularly Egypt, Sudan and Yemen, have also been major beneficiaries of the SFD.

#### ***Relations with other countries and the European Union***

Outside the GCC, Saudi Arabia has strong trading and diplomatic relationships with many countries, particularly major economies such as the United States, China, Japan, South Korea, India and a number of states of the European Union including the United Kingdom, Germany and France.

#### ***United States***

Saudi Arabia and the United States have enjoyed a strong relationship for over 80 years. U.S. businesses have been involved in Saudi Arabia's oil industry since 1933, when Standard Oil of California (“**Socal**”), the predecessor company to Chevron Corporation, won an exploration concession in eastern Saudi Arabia, which was undertaken by its wholly-owned subsidiary, the California Arabian Standard Oil Company (“**CASOC**”). The predecessor companies to Texaco, Exxon and Mobil each subsequently acquired stakes in CASOC, which was renamed as the Arabian American Oil Company (“**Aramco**”) in 1948. Although Saudi Arabia completed its buyout of Aramco by 1980, U.S. energy companies continued to maintain extensive business interests in Saudi Arabia and, over time, the relationship between Saudi Arabia and the United States has expanded to a deep commercial alliance extending beyond the hydrocarbons industry to most other sectors of Saudi Arabia's economy, and at present a large number of major U.S. companies, including, among others, General Electric, Honeywell, Bechtel, 3M, Microsoft, The Dow Chemical Company and Alcoa Inc., have a presence, or are conducting business, in Saudi Arabia across a diverse range of economic sectors. The U.S. Export-Import Bank plays an active role in support of U.S. businesses' investments in Saudi Arabia.

In addition to economic ties, Saudi Arabia and the United States have had a long tradition of sharing common concerns for regional and global security, oil exports and imports and sustainable development. Saudi Arabia has been a key ally of the United States in the Middle East region for the past several decades. Saudi Arabia and the United States are also strong partners in respect of issues of national security and counterterrorism and the defence forces of the two countries regularly participate in joint exercises to advance shared interests in regional security. Furthermore, the two countries have a long history of technical and educational cooperation and support and the Government sponsors a number of scholarship programmes pursuant to which a large number of Saudi citizens receive education and vocational training in the United States (see “*—Education*” below).

In the year ended 31 December 2015, the United States was Saudi Arabia's second biggest trading partner in terms of imports and its third biggest trading partner in terms of exports, accounting for SAR 89.7 billion (U.S.\$23.9 billion), or 13.7 per cent., of Saudi Arabia's total imports and SAR 80.5 billion (U.S.\$21.5 billion), or 10.6 per cent., of Saudi Arabia's total exports for that year. Saudi Arabia is also the largest U.S. export market in the Middle East.

The courts of the United States may hear certain civil claims against a foreign state for injuries, death or damages as a result of tortious or other acts (inside or outside the U.S.). The U.S. federal courts have exclusive jurisdiction over certain claims against foreign states. Where such exclusive jurisdiction does not exist a foreign state may “remove” any suit brought against it in state courts to the U.S. federal courts.

### *China*

Since the establishment of formal diplomatic relations between Saudi Arabia and China in 1990, economic and political ties between the two countries have developed rapidly. In the year ended 31 December 2015, China was Saudi Arabia’s biggest trading partner in terms of both imports and exports, accounting for SAR 92.4 billion (U.S.\$24.6 billion), or 14.1 per cent., of Saudi Arabia’s total imports and SAR 92.1 billion (U.S.\$24.6 billion), or 12.1 per cent., of Saudi Arabia’s total exports. China’s demand for energy has increased significantly over the past two decades as a consequence of its rapid economic growth, resulting in China becoming the world’s leading importer of crude oil. As one of the world’s leading oil exporters, Saudi Arabia is China’s leading source of oil. Saudi Arabia has also become an increasingly important market for Chinese consumer goods, including electronics, textiles and food.

The economic ties between Saudi Arabia and China include significant investments by Saudi Arabia in Chinese oil refineries and, equally, the involvement of Chinese companies in the development of Saudi Arabia’s own refineries and natural gas fields. Saudi Arabia has made a number of key investments in China, including through its state-owned companies Saudi Aramco and SABIC (see “*Economy of Saudi Arabia*”). In January 2016, Saudi Aramco and China Petrochemicals Corporation (“**Sinopec**”) also announced their entry into a framework agreement for strategic cooperation to further explore business opportunities in Saudi Arabia’s oil and gas industry. Chinese companies have participated in various large-scale projects in Saudi Arabia’s health, transportation and construction sectors, including the Haramain High-Speed Rail network connecting Makkah and Medina to King Abdulaziz International Airport and the King Abdullah Economic City. There is also an increasing number of Saudi students and professionals obtaining higher education and/or professional training in China.

### *Japan*

In the year ended 31 December 2015, Japan was Saudi Arabia’s fourth biggest trading partner in terms of imports and its second biggest trading partner in terms of exports, accounting for SAR 37.3 billion (U.S.\$9.9 billion), or 5.7 per cent., of Saudi Arabia’s total imports and SAR 80.7 billion (U.S.\$21.5 billion), or 10.6 per cent., of Saudi Arabia’s total exports. Saudi Arabia is the second largest export market for Japanese goods in the Gulf region and the leading market in terms of exports from the Gulf to Japan. Japanese companies, including leading industrial conglomerates like Sumitomo Corporation, have also made significant investments in Saudi Arabia’s energy and refining sector. The Japan Bank for International Cooperation plays an important role in support of Japanese businesses and investments in Saudi Arabia, including in the energy and petrochemicals sectors.

Saudi Arabia and Japan also collaborate in the areas of civil nuclear cooperation, security and combatting terrorism. Given the close economic relationship between the two countries, Japan provides Saudi Arabia with technical expertise and cooperation, and regularly provides training for Saudi professionals in sectors such as communications, broadcasting, mining, and manufacturing. Around 500 Saudi students are currently studying in Japan, principally under the Government’s scholarship programme.

### *South Korea*

Diplomatic relations between Saudi Arabia and South Korea were officially established in 1962, since which time the two countries have worked closely to develop their political, cultural and economic relations. A number of leading South Korean companies are represented in Saudi Arabia, and are engaged in major projects in sectors such as petrochemicals, desalination, power plants, industrial manufacturing and trading. In the year ended 31 December 2015, South Korea was Saudi Arabia’s fifth biggest trading partner in terms of imports and its fifth biggest trading partner in terms of exports, accounting for SAR 37.3 billion (U.S.\$9.9 billion), or 5.7 per cent., of Saudi Arabia’s total imports and SAR 66.1 billion (U.S.\$17.6 billion), or 8.7 per cent., of Saudi Arabia’s total exports. Saudi Arabia is also South Korea’s largest oil supplier, making up almost one third of South Korea’s total oil imports.

The Export-Import Bank of Korea and the Korea Export Insurance Corporation play an important part in the development of projects, and in supporting South Korean companies’ investments, in Saudi Arabia. Saudi Arabia and South Korea are party to a number of bilateral agreements and committees, including

the Saudi-Korea Joint Committee, which aims to promote economic cooperation between the two countries. Bilateral cooperation between Saudi Arabia and South Korea in the education sector includes exchange of students and cooperation between the universities of both countries.

### *India*

In the year ended 31 December 2015, India was Saudi Arabia's seventh biggest trading partner in terms of imports and its fourth biggest trading partner in terms of exports, accounting for SAR 22.5 billion (U.S.\$6.0 billion), or 3.4 per cent., of Saudi Arabia's total imports and SAR 72.1 billion (U.S.\$19.2 billion), or 9.4 per cent., of Saudi Arabia's total exports. Saudi Arabia is India's largest supplier of crude oil, accounting for approximately one-fifth of its total requirements. Saudi Arabia is also home to approximately three million Indian expatriates, constituting the largest expatriate community in Saudi Arabia. Saudi Arabia and India entered into a strategic energy partnership in 2006, providing for a reliable and stable volume of crude oil supplies to India through long-term contracts. Major Indian exports to Saudi Arabia include agricultural products, electronic equipment, iron and steel, organic chemicals and consumer goods. A number of Indian companies have established a presence in Saudi Arabia in various sectors, including management and consultancy services, financial services, pharmaceuticals and software development.

### *Germany*

Saudi Arabia is a major export market for Germany, principally in relation to cars and spare parts, pharmaceutical products, and engineering and technological services. In the year ended 31 December 2015, Germany was Saudi Arabia's third biggest trading partner in terms of imports, accounting for SAR 46.1 billion (U.S.\$12.3 billion), or 7.0 per cent., of Saudi Arabia's total imports. In the same year, Germany also accounted for SAR 1.3 billion (U.S.\$0.3 billion) of exports from Saudi Arabia. The German-Saudi Arabian Liaison Office for Economic Affairs (GESALO), which was established in 1978, is the official representative of German industry and commerce in Saudi Arabia and works closely with the Government and the Saudi Arabian General Investment Authority ("SAGIA") to further enhance economic ties between the two countries. Major German companies, including, among others, Linde, Siemens and BASF, have set up production facilities in Saudi Arabia and are active across diverse economic sectors in Saudi Arabia.

### *France*

Diplomatic relations between Saudi Arabia and France were officially established in 1926, and the two countries enjoy a strong relationship based on economic relations and shared strategic interests. In the year ended 31 December 2015, France was Saudi Arabia's eighth biggest trading partner in terms of imports and its tenth biggest trading partner in terms of exports, accounting for SAR 20.5 billion (U.S.\$5.5 billion), or 3.1 per cent., of Saudi Arabia's total imports and SAR 15.8 billion (U.S.\$4.2 billion), or 2.1 per cent., of Saudi Arabia's total exports. In October 2015, Saudi Arabia and France further strengthened their relationship by signing military, trade and economic cooperation agreements worth approximately EUR 10 billion, which cover a range of sectors including aerospace, construction and naval research.

### *United Kingdom*

Diplomatic ties between the territory that now constitutes Saudi Arabia and the United Kingdom pre-date the formal inception of Saudi Arabia, including cooperation between the United Kingdom and King Abdulaziz in respect of the Treaty of Jeddah in 1927, which recognised Saudi Arabia's territory. Since then, Saudi Arabia and the United Kingdom have maintained a broad alliance based on shared strategic interests, particularly in defence, security and trade, and a shared commitment to security and stability in the Middle East.

In the year ended 31 December 2015, the United Kingdom was Saudi Arabia's tenth biggest trading partner in terms of imports, accounting for SAR 18.8 billion (U.S.\$5.0 billion), or 2.9 per cent., of Saudi Arabia's total imports. In the same year, the United Kingdom also accounted for SAR 6.9 billion (U.S.\$1.8 billion) of exports from Saudi Arabia. A large number of British expatriates reside in Saudi Arabia and major British companies that conduct business in Saudi Arabia include Shell, GlaxoSmithKline, BAE Systems, Rolls Royce and Marks & Spencer. The British Government has also

supported the United Kingdom's involvement in large-scale projects in Saudi Arabia through its export credit agency, UK Export Finance.

A significant number of Saudi students obtain education and vocational training in the United Kingdom, and the Government has established a number of scholarship programmes with the aim of increasing the number of Saudi students in the United Kingdom. In the academic year 2014-15, there were 8,595 Saudi students studying in the United Kingdom according to the UK Higher Education Statistics Authority. The British Council, which has offices and teaching centres in Riyadh, Jeddah and Al-Khobar, promotes education, art, and social initiatives in Saudi Arabia.

### European Union

The EU is an important trading partner for Saudi Arabia. Saudi Arabia's petroleum exports are purchased by most of the EU states, and a number of EU petroleum companies are investors in Saudi Arabia's economy. Saudi Arabia is also an important market for the import of EU industrial goods in areas such as machinery, chemicals, transportation and automobiles. In the year ended 31 December 2015, EU countries, as a whole, accounted for SAR 168.5 billion (U.S.\$44.9 billion), or 25.7 per cent., of Saudi Arabia's total imports and SAR 89.0 billion (U.S.\$23.7 billion), or 11.7 per cent., of Saudi Arabia's total exports.

Saudi Arabia's diplomatic and economic relationship with the EU is also framed within its membership of the GCC. The EU established bilateral relations with GCC countries through a cooperation agreement in 1988, which provides for annual joint councils/ministerial meetings between EU and GCC foreign ministers, and for joint cooperation committees at senior official level.

### Employment

According to data published by GASTAT as at 31 December 2015, the total labour force in Saudi Arabia (comprising all nationalities and excluding members of the military) was 12.2 million, of which 10.1 million, or 83.4 per cent., were male and 2.0 million, or 16.6 per cent., were female. As at 31 December 2015, the total Saudi labour force was 5.6 million, of which 4.4 million, or 78.1 per cent., were male and 1.2 million, or 21.9 per cent., were female. Saudi nationals in the age group from 25 to 39 years constitute 54.9 per cent. of the Saudi labour force.

The following table sets forth selected statistics relating to the labour force in Saudi Arabia as at 31 December 2015, 2014 and 2013, respectively.

	As at 31 December								
	2015			2014			2013		
	Saudi	Non-Saudi	Total	Saudi	Non-Saudi	Total	Saudi	Non-Saudi	Total
Total labour force <sup>(1)</sup> . . .	5,623,115	6,541,717	<b>12,164,832</b>	5,577,489	6,161,814	<b>11,739,303</b>	5,339,660	6,022,110	<b>11,361,770</b>
Male . . . . .	4,390,322	5,753,072	<b>10,143,394</b>	4,379,347	5,510,444	<b>9,889,791</b>	4,251,024	5,348,582	<b>9,599,606</b>
Female . . . . .	1,232,793	788,645	<b>2,021,438</b>	1,198,142	651,370	<b>1,849,512</b>	1,088,636	673,528	<b>1,762,164</b>
Total employed persons . . .	4,976,105	6,508,551	<b>11,484,656</b>	4,926,184	6,141,489	<b>11,067,673</b>	4,717,127	6,011,996	<b>10,729,123</b>
Male . . . . .	4,159,744	5,735,735	<b>9,895,479</b>	4,120,467	5,496,822	<b>9,617,289</b>	3,989,632	5,342,675	<b>9,332,307</b>
Female . . . . .	816,361	772,816	<b>1,589,177</b>	805,717	644,667	<b>1,450,384</b>	727,495	669,321	<b>1,396,816</b>
Total out of labour force	8,372,985	1,979,707	<b>10,352,692</b>	7,967,221	2,009,037	<b>9,976,258</b>	7,867,723	1,811,572	<b>9,679,295</b>
Male . . . . .	2,540,309	383,761	<b>2,924,070</b>	2,368,601	390,129	<b>2,758,730</b>	2,333,973	326,364	<b>2,660,337</b>
Female . . . . .	5,832,676	1,595,946	<b>7,428,622</b>	5,598,620	1,618,908	<b>7,217,528</b>	5,533,750	1,485,208	<b>7,018,958</b>
Total civil service									
employees . . . . .	1,178,033	70,025	<b>1,248,058</b>	1,168,586	72,162	<b>1,240,748</b>	1,150,828	73,993	<b>1,224,821</b>
Male . . . . .	709,256	35,064	<b>744,320</b>	717,629	36,125	<b>753,754</b>	718,383	36,203	<b>754,586</b>
Female . . . . .	468,777	34,961	<b>503,738</b>	450,957	36,037	<b>486,994</b>	432,445	37,790	<b>470,235</b>
Total unemployment									
rate (%) . . . . .	11.5	0.5	<b>5.6</b>	11.7	0.3	<b>5.7</b>	11.7	0.2	<b>5.6</b>
Male . . . . .	5.3	0.3	<b>2.4</b>	5.9	0.2	<b>2.8</b>	6.1	0.1	<b>2.8</b>
Female . . . . .	33.8	2.0	<b>21.4</b>	32.8	1.0	<b>21.6</b>	33.2	0.6	<b>20.7</b>

Source: GASTAT

Note:

(1) Excluding members of the military.

The overall unemployment rate in Saudi Arabia (with respect to all nationalities) as at 31 December 2015 was 5.6 per cent., comprising an unemployment rate of 2.4 per cent. among males and 21.4 per cent. among females. The overall unemployment rate for Saudi nationals as at 31 December 2015 was 11.5 per cent.,

comprising an unemployment rate of 5.3 per cent. among Saudi males and 33.8 per cent. among Saudi females.

The following table sets forth a breakdown of the employees in Saudi Arabia's labour force by sector as at 31 December 2015, 2014 and 2013, respectively.

	As at 31 December								
	2015			2014			2013		
	Saudi	Non-Saudi	Total	Saudi	Non-Saudi	Total	Saudi	Non-Saudi	Total
Public administration and defence . . . . .	1,765,115	25,718	<b>1,790,833</b>	1,764,129	16,289	<b>1,780,418</b>	1,779,211	40,300	<b>1,819,511</b>
Wholesale and retail trade . . . . .	232,756	1,357,520	<b>1,590,276</b>	278,459	1,328,182	<b>1,606,641</b>	268,696	1,409,062	<b>1,677,758</b>
Education . . . . .	1,223,649	165,611	<b>1,389,260</b>	1,164,102	143,689	<b>1,307,791</b>	1,125,246	140,017	<b>1,265,263</b>
Construction . . . . .	125,802	1,230,727	<b>1,356,529</b>	130,435	1,286,265	<b>1,416,700</b>	137,497	1,380,133	<b>1,517,630</b>
Household activities . . . . .	6,599	1,076,334	<b>1,082,933</b>	7,331	845,997	<b>853,328</b>	2,901	927,545	<b>930,446</b>
Manufacturing . . . . .	186,725	757,808	<b>944,533</b>	188,895	606,836	<b>795,731</b>	146,587	613,564	<b>760,151</b>
Agriculture . . . . .	241,434	459,056	<b>700,490</b>	236,622	345,736	<b>582,358</b>	226,849	250,561	<b>477,410</b>
Health and social work . . . . .	352,420	201,589	<b>554,009</b>	342,000	268,272	<b>610,272</b>	292,139	188,284	<b>480,423</b>
Other . . . . .	841,605	1,234,188	<b>2,075,793</b>	814,211	1,300,223	<b>2,114,434</b>	738,001	1,062,530	<b>1,800,531</b>
<b>Total . . . . .</b>	<b>4,976,105</b>	<b>6,508,551</b>	<b>11,484,656</b>	<b>4,926,184</b>	<b>6,141,489</b>	<b>11,067,673</b>	<b>4,717,127</b>	<b>6,011,996</b>	<b>10,729,123</b>

Source: GASTAT

In light of the growing Saudi population, one of the Government's key objectives is to accommodate more Saudi citizens in the workforce and, over the past several years, the Government has been focused on taking measures to equip Saudi citizens with the skills required to become an effective part of the domestic workforce. These measures include the establishment of the Human Resources Development Fund in 2000, the key objective of which is to invest in the development of Saudi Arabia's workforce, particularly in the private sector. In cooperation with the GOSI, the Human Resources Development Fund and the General Organisation for Technical and Vocational Training ("TVTC"), the Ministry of Labour and Social Development has formulated a strategy that is centred on five main strands: sustainable job creation in the private sector; skill development; managing the Saudi/expatriate balance; providing the fundamental mechanisms for a healthy labour market; and improving social protection. One of the initiatives that has been launched is "Women in Retail", a programme aimed at increasing the number of employed women in the economy, particularly in the retail sector. This initiative fits into a broader series of initiatives that have enabled Saudi Arabia to increase the employment of women over the past few years, particularly in the private sector where female employment growth is significantly outpacing male employment growth, and also to create opportunities for the high proportion of women completing higher education in Saudi Arabia (see "*—Education*" below). This initiative, along with other initiatives, helped raise female employment in the private sector from 55,618 Saudi women as at 31 December 2010 to 499,590 as at 31 December 2015.

Vision 2030 also places great emphasis on providing Saudi citizens with the necessary training and skills required for becoming an effective part of the workforce, in particular increasing the participation of Saudi citizens in the private sector, and it is anticipated that further initiatives will be launched to further these aims.

### *Saudisation*

In light of the Government's objective to better accommodate Saudi nationals in the work force, and in particular to encourage them to join the private sector, the Government has supported a number of initiatives to achieve these results, and towards this end the Ministry of Labour and Social Development has implemented the Saudi nationalisation scheme, or "*Saudisation*". Saudisation is intended to promote the employment of Saudi nationals in the private sector, which has traditionally been dominated by expatriate workers from Asia, Europe and other Arab countries. Current Saudisation requirements vary significantly depending on the relevant sector and the size of the employer. For example, entities engaging in wholesale and retail activities are required to maintain a Saudisation level of 10 to 25 per cent., depending on the size of the employer, whereas entities engaging in construction activities are required to maintain a Saudisation level of 5 to 7 per cent., depending on the size of the employer.

In June 2011, the former Ministry of Labour (now the Ministry of Labour and Social Development) introduced the *nitaqat* scheme, which categorises private businesses into four categories, depending on their Saudisation level and total number of employees. Under the *nitaqat* scheme, businesses receive



incentives or penalties depending on the category that they belong to, particularly in relation to visa applications, transfers and renewals. The Ministry of Labour and Social Development has also introduced the *hafiz* programme for supporting Saudi job-seekers, which provides various employment channels to enable the private sector to hire qualified Saudi nationals. In 2015, the Labour Law was amended to enable the Ministry of Labour and Social Development to further encourage compliance by employers with the applicable Saudisation requirements.

## Education

The education system in Saudi Arabia is under the jurisdiction of the Ministry of Education. As at 31 December 2015, there were 38 universities in Saudi Arabia, offering diplomas, bachelor's, master's and doctorate degrees in various scientific and humanities specialisations. The universities in Saudi Arabia comprise 28 Government universities (comprising 528 colleges) and 10 private universities (comprising 78 colleges).

As at 31 December 2015, there were also 113 institutions offering technical education and vocational training, comprising 47 vocational training institutes, 33 technical colleges, 16 commercial secondary institutes, 10 industrial secondary institutes, five technical inspectors institutes and two agricultural institutes. TVTC is a Government-sponsored training institution with colleges and institutions across Saudi Arabia, which aims to equip Saudi citizens with technical and vocational skills. As at 31 December 2015, TVTC catered to 113,851 students and 26,193 graduates in 123 locations across Saudi Arabia. TVTC also maintains links to countries possessing expertise in technical and vocational training, particularly Australia, Canada, France, Germany, Great Britain, Malaysia, New Zealand and the United States.

According to figures published by SAMA, there were 5.21 million students enrolled in general education in Saudi Arabia as at 31 December 2015, comprising 2.67 million primary school students, 1.29 million intermediate school students, and 1.25 secondary school students. The number of students in general education as at 31 December 2015 accounted for 24.6 per cent. of the total Saudi population, reflecting Saudi Arabia's large youth population. As at 31 December 2015, there were 28,245 schools in Saudi Arabia, of which 14,291 were boys' schools and 13,954 were girls' schools. As at 31 December 2015, there were 490,740 teachers at all levels of general education, of whom 232,289 were male and 258,451 were female.

As at 31 December 2015, there were 1.53 million students enrolled in higher education in Saudi Arabia, of whom 50.9 per cent. were male and 49.1 per cent. were female, and higher education institutes employed 76,985 teaching staff. As at 31 December 2015, the number of Saudi students studying overseas was 183,532, of which 85.6 per cent. were on a Government scholarship programme.

Total Government expenditure on education and training is budgeted at SAR 191.6 billion (U.S.\$51.1 billion) in the fiscal year 2016, a decline of 17.9 per cent. compared to actual expenditure of SAR 233.5 billion (U.S.\$62.3 billion) in the fiscal year 2015. See "*Public Finance*".

In 2005, the Late King Abdullah bin Abdulaziz Al Saud launched the King Abdullah Scholarship Programme (the "**KASP**"), with the aim of increasing the number of Saudi students in the United States. The scope of the KASP was later broadened to cover a larger number of academic specialisations and countries, including the United Kingdom, Australia, and Canada. As at 31 December 2015, over 200,000 Saudi nationals have obtained degrees from more than 30 countries under KASP. In the Government's budget for the fiscal year 2015, SAR 22.5 billion (U.S.\$6 billion) was allocated to fund 207,000 Saudi citizens living abroad for educational purposes, including the scholars and their dependents and guardians. This amount represented 2.6 per cent. of total budgeted expenditure and more than 10 per cent. of the total allocation for education.

King Abdullah University of Science and Technology ("**KAUST**") was established in 2009 in the Western Region of Saudi Arabia as a private international graduate research university aiming to advance science and technology through interdisciplinary research, education and innovation. Students at KAUST conduct research to address challenges of global importance, including in the areas of water, food, energy and the environment. KAUST has formed partnerships with several prestigious educational institutions around the world, including Stanford, Berkeley, Cornell, Harvard and Caltech Universities in the United States, and Oxford University, Cambridge University and Imperial College in the United Kingdom. As of 2015, the student population of KAUST comprised 901 students from 67 countries, of which 572 were male students and 329 were female students.

Princess Nourah bint Abdulrahman University (“PNU”) is a public women’s university, with its principal campus located in Riyadh and smaller campuses in other cities, including Al-Kharj, Shagra and Huraymila. PNU offers a wide range of undergraduate and postgraduate academic programmes through its College of Humanities, College of Science, College of Medicine and College of Community. PNU was ranked in the top 100 universities in the Arab World for 2016 by QS World University Rankings.

## **Healthcare**

Saudi Arabia has a national healthcare system in which the Government provides free healthcare services to its citizens through a number of Government agencies. There is also a growing role and increased participation from the private sector in the provision of healthcare services, and the participation of the private sector in the healthcare system is one of the key features of Vision 2030 and the NTP 2020 (see “—*Strategy of Saudi Arabia*” below). The Ministry of Health is responsible for the management, planning, financing and regulation of the healthcare sector in Saudi Arabia. The Ministry of Health also regulates healthcare related activities carried out by the private sector.

In April 2009, the Government approved a ten-year strategic healthcare plan for 2010 to 2020. The plan aimed to establish specialised treatment centres in each of the regions of Saudi Arabia, including the construction of four medical cities in the north, the south, the east and the west of Saudi Arabia, respectively, in addition to the existing King Fahd Medical City in the central region. Pursuant to the strategic plan, King Abdullah Medical City in Makkah has commenced operations, whilst Prince Mohamed Medical City in Al-Jouf, King Faisal Medical City in Abha and King Khalid Medical City in the Eastern Province are currently under construction. King Fahd Specialist Hospital in Dammam is currently serving as the tertiary care centre for the Eastern Province until the construction of King Khalid Medical City is completed.

The strategic healthcare plan also includes goals to improve the quality of healthcare services, increase the workforce in the healthcare industry, establish the Ministry of Health’s supervisory role and diversify the sources of healthcare funding. As it aims to increase healthcare capacity, the Government has also emphasised the provision of healthcare services by the private sector, by offering financial incentives to attract private-sector investment in its healthcare sector. Since 2009, various initiatives have been implemented as part of the strategic healthcare plan, including the development of a leadership programme for healthcare professionals, as well as the introduction of training programmes relating to medical risks. The number of health care centres increased by 10.9 per cent. between 2009 and 2013, and the Government is continuing to focus on the development of a Saudi health workforce through the introduction of a number of medical, nursing and health schools, along with the development of a new scholarship programme to train Saudi medical staff abroad in leading institutions.

Total Government expenditure on health and social development is budgeted at SAR 80.0 billion (U.S.\$21.3 billion) in the fiscal year 2016, a decrease of 10.0 per cent. compared to actual expenditure of SAR 88.8 billion (U.S.\$23.7 billion) in the fiscal year 2015. See “*Public Finance*”.

According to data published by the Ministry of Health, as at 31 December 2015 there were 462 hospitals operating in Saudi Arabia, compared to 453 as at 31 December 2014. Of these, 274 were operated by the Ministry of Health, 43 by other Government entities and 145 by the private sector. As at 31 December 2015, there were 4,952 health centres and dispensaries in Saudi Arabia, compared to 4,693 as at 31 December 2014. As at 31 December 2015, there were 85,910 physicians (representing 2.7 physicians per 1,000 people) and 70,214 hospital beds (representing 2.2 beds per 1,000 people) in Saudi Arabia.

## **Environment**

Saudi Arabia’s sustained period of rapid economic growth over the past few decades has been accompanied by high rates of population growth and increasing pressure on the country’s natural resources. The potentially adverse environmental impact of unregulated economic growth has been recognised in the Government’s recent Development Plans, which have emphasised the importance of achieving sustainable development through the conservation and prudent management of its natural resources. The eighth, ninth and tenth Development Plans have focused on protecting the environment and developing suitable systems consistent with sustainable development.

Given the relative size and importance of the hydrocarbon sector in Saudi Arabia’s economy and its potential impact on the environment, Saudi Aramco, as the principal entity responsible for managing Saudi Arabia’s oil and gas assets, places a high priority on its sustainable development policies as well as on

environmental performance enhancements across Saudi Arabia's entire hydrocarbon sector. For additional information in relation to Saudi Aramco's environmental policies, see *"Economy of Saudi Arabia—Oil and Gas—Environment"*.

As part of the recent restructuring of the Government, the MEWA was created (succeeding the former Ministry of Agriculture as well as the Ministry of Water and Electricity) with responsibility for, among other matters, protecting and improving the quality of the environment. The MEWA also supervises the General Authority of Meteorology and Environment and the Saudi Wildlife Authority ("SWA"). Environmental protection in Saudi Arabia is regulated under the General Environmental Law (the "**Environmental Law**"), enacted by Royal Decree No. M/34 dated 16 October 2001 and its implementing regulations. The Environmental Law operates as a general regulatory framework for the development and enforcement of domestic environmental rules and regulations.

The General Authority of Meteorology and Environment works in close cooperation and partnership with several other ministries and governmental institutions, such as the MEWA, particularly with respect to uses of rangelands, agricultural lands, water resources, wildlife and national parks, the Ministry of Energy, Industry and Mineral Resources, particularly with respect to the proper geographical location of industries to give due consideration to environmental aspects, the Ministry of Municipality and Rural Affairs, which carries out many activities pertaining to urban services, and the Royal Commission for Jubail and Yanbu (the "**RCJY**").

The SWA is responsible for the conservation and development of wildlife in Saudi Arabia. SWA currently manages 15 protected areas, covering about 85,000 square km, or approximately four per cent. of Saudi Arabia's land area. The SWA has also established two wildlife research centres: the Prince Saud al-Faisal Wildlife Research Centre and the King Khaled Wildlife Research Centre.

## **Strategy of Saudi Arabia**

### *Vision 2030*

In April 2016, the Government announced its new strategy, known as "Vision 2030", which sets forth a comprehensive agenda of socio-economic reforms with the aim of achieving fundamental economic, social and structural changes in Saudi Arabia by the year 2030. Vision 2030 is based upon three fundamental existing strengths of Saudi Arabia: (i) its importance in the Arab and Islamic world; (ii) its leading investment capabilities; and (iii) its unique strategic geographical location with the ability to connect the three continents of Asia, Europe and Africa.

The key objectives of Vision 2030 include the diversification of Saudi Arabia's economy and decreased reliance upon oil-related revenues through, among other measures, the transformation of Saudi Aramco from an oil-producing company into a global industrial conglomerate and the transformation of the Public Investment Fund (the "**PIF**") into a sovereign wealth fund. The Government expects to transfer ownership of Saudi Aramco to the PIF, and the PIF will continue to assist the private sector with the establishment of capital intensive projects. In addition, Vision 2030 aims to reform Government services to increase transparency and accountability, as well as to expand the variety and scope of digital services offered by the Government in order to improve efficiency and reduce bureaucracy.

Vision 2030 focuses on three broad themes, each of which aims to capitalise on Saudi Arabia's existing strengths in its society, culture, heritage and economy. The three themes highlighted in Vision 2030 are Societal Development, Economic Reform and Effective Governance.

The Council of Ministers has delegated to the CEDA the overall responsibility for establishing and monitoring the measures required for the effective implementation of Vision 2030, and the CEDA has in turn established an integrated governance model to implement detailed programmes to attain the desired results. For details on the several initiatives that have already been launched, or are anticipated to be launched in connection with the implementation of Vision 2030, see "*—Implementation of Vision 2030*" below. One of the key executive programmes that was launched in June 2016 in connection with the implementation of Vision 2030 is NTP 2020, which sets forth the objectives and detailed methodology, including clearly identified goals and targets, that are sought to be achieved during the NTP 2020's duration from 2016 through to 2020. For details on NTP 2020, see "*—The National Transformation Programme 2020*" below.

### *Societal Development*

This theme focuses on individual and societal development and aims to promote national unity and values. The various measures and objectives envisaged under this theme include the following:

- A significant increase in Saudi Arabia's capacity to accommodate Umrah visitors, as well as the restoration and international registration of a number of national, Arab, Islamic and ancient cultural sites, which is intended to increase their visibility and accessibility to visitors.
- The development of cultural and entertainment activities within Saudi Arabia, with dedicated venues being established for this purpose.
- Recognition of the importance of youth development and the critical role that the family unit plays in such development. To this end, measures will be implemented which will seek to encourage parents to be actively engaged in school activities and the education of their children.
- An increase in the capability, efficiency and productivity of healthcare services in Saudi Arabia by promoting competition and transparency among providers. To achieve this goal, the Government intends to introduce corporatisation into the healthcare sector by transferring the responsibility for healthcare provision to a network of public companies that will compete both with each other and with the private sector.

### *Economic Reform*

This theme focuses on an ambitious programme of economic reform. The various measures envisaged under this theme include the following:

- Recognising the need for high quality education that is responsive to the needs of Saudi Arabia's economy. To this end, the Government has launched the National Labour Gateway (*taqat*), and intends to establish sector councils to determine the skills and knowledge required by each socio-economic sector, with the aim of equipping Saudi citizens with the skill-set required to become an effective part of the workforce, in particular the private sector, and thereby lowering Saudi Arabia's unemployment rate and encouraging women's participation in the workforce.
- While acknowledging that the oil and gas industry is an essential pillar of Saudi Arabia's economy, emphasising the need for economic diversification. This is expected to be achieved through various measures, including privatisation initiatives, the development of Saudi Arabia's investment vehicles and an emphasis on the manufacturing sector (including manufacturing of military equipment to meet a substantial portion of its defence needs).
- Establishing the SME Authority to encourage young entrepreneurs and introduce business-friendly regulations, easier access to funding and to encourage a greater share of national procurement and Government bids.
- Targeting a significant increase in the contribution of the mining sector to Saudi Arabia's economy, through a number of measures, including implementation of structural reforms that will stimulate private sector investment in the mining industry.
- Envisaging the diversification of Saudi Arabia's sources of energy and implementing a legal and regulatory framework to encourage the private sector to invest in the renewable energy sector.
- Emphasising the development of the retail sector by attracting both domestic and international investors, as well as by easing restrictions on ownership and foreign investment and through encouraging financing of small retail enterprises to stimulate growth, thereby expanding the opportunities for e-commerce and the creation of additional employment opportunities in the retail sector. See "*—Economy of Saudi Arabia—Foreign Investment*".
- Promoting Saudi Arabia as a logistical hub by strengthening interconnectivity and economic integration of infrastructure, both domestically and internationally, and developing Saudi Arabia's telecommunications and information technology infrastructure.

## *Effective Governance*

This theme focuses on building an effective, transparent and accountable Government, and the need for the Government to adopt world-class standards of transparency, efficiency and accountability. The various measures envisaged under this theme include the following:

- Envisaging the regular review and publication of the Government's goals, plans and performance, with the aim of increasing transparency and enabling monitoring of progress through performance and project management programmes.
- Envisaging the expansion of "smart" Government services such as interactive and online Government portals, with the aim of achieving global leadership in e-government.
- Implementing training programmes for Government employees and provision of ongoing professional development and training with the aim of increasing productivity.
- Aiming to increase the efficiency of Government spending. To this end, a comprehensive review of financial regulations across Government agencies is currently being undertaken.

## *Implementation of Vision 2030*

The Government has already launched a number of programmes that seek to achieve the aims and objectives of Vision 2030, which include the following:

- *The Government Restructuring Programme:* This programme has, to date, included the consolidation of a number of existing Government ministries under two newly-formed councils, the CPSA and the CEDA, with the intention of promoting greater efficiency and productivity between the various branches of Government and greater coordination between the respective ministries (see "*Overview of Saudi Arabia—Government and Political System—Council for Security and Political Affairs and Council for Economic and Development Affairs*"). A restructuring of various Governmental ministries and departments has also taken place (see "*Overview of Saudi Arabia—Government and Political System—Recent Restructuring of the Government*").
- *The Fiscal Balance Programme:* This programme involves reviewing Saudi Arabia's existing capital expenditure, including the approval mechanisms relating to such expenditure, and its measurable economic impact. This programme envisages that further measures will be introduced with the aim of achieving economic diversification and fiscal consolidation.
- *The National Transformation Programme:* This programme was launched by the Government in June 2016 and establishes strategic objectives that are based on Vision 2030 and addresses various challenges through to the year 2020 in accordance with the specified methodology and targets. For further details in respect of NTP 2020, see "*—The National Transformation Programme 2020*" below.
- *The Regulations Review Programme:* This programme includes the review and update of several of Saudi Arabia's existing laws and regulations, in order to ensure that they accord with Saudi Arabia's stated goals and priorities. Such laws have included, among others, laws relating to companies, non-governmental organisations, fees on unused land and the General Authority for Endowments.

In addition to the programmes outlined above, each of which have already been initiated and are at various stages of implementation, the Government is proposing to launch a series of additional programmes that are intended to assist in achieving the aims of Vision 2030. These programmes include the following:

- *The Saudi Aramco Strategic Transformation Programme:* This programme envisages the transformation of Saudi Aramco from an oil-producing company into a global industrial conglomerate (see "*Economy of Saudi Arabia—Oil and Gas—Saudi Aramco*").
- *The Public Investment Fund Restructuring Programme:* This programme envisages the refinement of the PIF's investment capabilities and enabling it to manage a broader portfolio of assets with the aim of transforming the PIF into an active sovereign wealth fund (see "*Public Finance—Public Investment Fund*").
- *The Privatisation Programme:* This programme will aim to identify sectors suitable for privatisation and to implement a comprehensive privatisation programme (see "*Economy of Saudi Arabia—Economic Policy—Privatisation*").

### *National Transformation Programme 2020*

The NTP 2020 was launched in June 2016 across 24 governmental bodies operating in the economic and development sectors, and it is anticipated that additional Government bodies will be added to the NTP 2020 during the course of its progress. At the time of its launch, the NTP 2020 included 16 ministries (including all the ministries represented in the CEDA) as well as eight governmental organisations closely connected with the overall objectives of Vision 2030 (such as the SCTH, the RCJY, SAGIA and the King Abdulaziz City for Science and Technology, among others).

NTP 2020 seeks to identify both the strategic objectives, as well as the challenges, involved in the implementation of Vision 2030, followed by the launch of specific initiatives and the attainment of well-defined goals to be achieved by the year 2020 by each Government entity covered by NTP 2020. At the time of its commencement, a total of 543 initiatives (with 346 targets to be achieved) were approved for launch during 2016, and the NTP 2020 estimates that the Government will spend approximately SAR 268.4 billion (U.S.\$71.6 billion) on these initiatives through to the year 2020. It is expected that additional initiatives will be launched under the NTP 2020 during the course of its progress. One of the key features of NTP 2020 is maximising the private sector's participation in attaining the goals of NTP 2020, thereby reducing the costs to be borne by the Government and enhancing the financial and developmental returns from NTP 2020.

The CEDA has established procedures and processes for the transparent and effective implementation of the initiatives contained in NTP 2020, including comprehensive and ongoing performance measurement mechanisms to enable the supporting agencies, such as the newly created National Centre for Performance Measurement and the Delivery Unit, to evaluate performance and recommend adjustments and corrective action where required.

## ECONOMY OF SAUDI ARABIA

### Overview

According to the World Bank, Saudi Arabia had the twentieth largest economy in the world and the largest economy in the GCC region in the year ended 31 December 2015. Saudi Arabia's economy accounted for 46.2 per cent. of the combined nominal GDP of the GCC countries and 20.7 per cent. of the combined nominal GDP of the countries in the MENA region in the year ended 31 December 2015.

Based on preliminary figures for 2016, Saudi Arabia's real GDP (based on constant 2010 prices) was SAR 2,580.8 billion (U.S.\$688.2 billion) in the year ended 31 December 2016, representing growth of 1.4 per cent. in real terms as compared to real GDP of SAR 2,545.2 billion (U.S.\$678.7 billion) in the year ended 31 December 2015, which itself represented growth of 4.5 per cent. in real terms as compared to real GDP of SAR 2,435.9 billion (U.S.\$649.6 billion) in the year ended 31 December 2014. Saudi Arabia's nominal GDP was SAR 2,398.6 billion (U.S.\$639.6 billion) in the year ended 31 December 2016, as compared to nominal GDP of SAR 2,444.1 billion (U.S.\$651.8 billion) in the year ended 31 December 2015, and compared to nominal GDP of SAR 2,826.9 billion (U.S.\$753.8 billion) in the year ended 31 December 2014. According to data published by the World Federation of Exchanges as at 30 June 2016, The Saudi Stock Exchange (Tadawul) Company (the "Tadawul") is the largest stock exchange in the MENA region in terms of market capitalisation, and is also one of the most diversified.

According to OPEC's 2016 Annual Statistical Bulletin, Saudi Arabia possessed the world's second largest proven oil reserves (accounting for 17.9 per cent. of the world's total oil reserves) as at 31 December 2015, and was the world's largest oil producer (accounting for 13.6 per cent. of the world's total oil production) and the world's largest oil exporter (accounting for 17.2 per cent. of the world's total oil exports by volume) in the year ended 31 December 2015. At Saudi Arabia's current production levels of 10.2 million bpd on average in the year ended 31 December 2015, and without taking into consideration the discovery of additional reserves or developments in the oil production process, Saudi Arabia's oil reserves of 266.5 billion barrels will last for approximately another 70 years. Since oil was first discovered in Saudi Arabia in 1938, Saudi Arabia's economy has expanded rapidly, principally due to the revenues generated from the export of crude oil and related products. While the oil industry has historically dominated, and continues to be the largest part of, Saudi Arabia's economy, for the past several years Saudi Arabia has also been concentrating on the diversification of its economy. These efforts have gained special importance in light of the onset in mid-2014 of the current low oil price environment. The non-oil sector of the economy contributed 74.7 per cent. and 72.3 per cent. to Saudi Arabia's nominal GDP in the years ended 31 December 2016 and 2015, respectively, and grew by 0.2 per cent. and 3.9 per cent. in real terms in the same time periods, with part of such growth being attributable to growth of 0.1 per cent. and 4.4 per cent. in real terms in the non-oil private sector in the years ended 31 December 2016 and 2015, respectively. Furthermore, the prioritisation by the Government of the non-oil private sector, which is a key element of the Government's economic diversification policy, resulted in the non-oil private sector contributing 51.2 per cent. and 49.7 per cent. to the nominal GDP of Saudi Arabia for the years ended 31 December 2016 and 2015, respectively.

The following table sets forth selected economic indicators for Saudi Arabia as at, and for each of the years ended, 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively.

	As at, and for the year ended, 31 December					
	2016	2015	2014	2013	2012	2011
	(SAR billions, unless otherwise indicated)					
Population (millions) <sup>(1)</sup> . . . . .	—	31.02	30.30	29.60	28.89	28.17
GDP at current prices . . . . .	2,398.6	2,444.1	2,826.9	2,791.3	2,752.3	2,510.7
GDP at constant prices (2010=100) . . . . .	2,580.8	2,545.2	2,435.9	2,350.4	2,289.3	2,172.3
Oil sector GDP at current prices . . . . .	586.8	650.2	1,197.4	1,290.8	1,376.6	1,276.4
Oil sector GDP at constant prices (2010=100) . . . . .	1,135.7	1,098.7	1,043.7	1,022.4	1,039.4	989.1
Inflation rate (%) . . . . .	3.5	2.2	2.7	3.5	2.9	3.7
Aggregate money supply (M3) . . . . .	1,787.4	1,774.1	1,729.4	1,545.2	1,393.8	1,223.6
Total Government revenues <sup>(2)</sup> . . . . .	519.4	612.7	1,044.4	1,156.4	1,247.4	1,117.8
Oil sector revenues <sup>(2)</sup> . . . . .	333.7	446.4	913.4	1,035.1	1,114.8	1,034.4
Total Government expenditures <sup>(2)</sup> . . . . .	830.5 <sup>(3)</sup>	978.1	1,109.9	976.0	873.3	826.7
Budget surplus / (deficit) <sup>(2)</sup> . . . . .	(311.1)	(365.4)	(65.5)	180.3	374.1	291.1
Ratio of budget surplus / (deficit) to nominal GDP (%) . . . . .	(13.0)	(15.0)	(2.3)	6.5	13.6	11.6
Current account surplus / (deficit) . . . . .	(93.4)	(212.7)	276.6	507.9	617.9	594.5
Ratio of current account surplus / (deficit) to nominal GDP (%) . . . . .	3.9	8.7	9.8	18.2	22.5	23.7
Closing price of Tadawul All-Share Index . . . . .	7,210.4	6,912	8,333	8,536	6,801	6,418
Ratio of public debt to nominal GDP (%) . . . . .	13.2	5.8	1.6	2.2	3.0	5.4
Per capita GDP at current prices (U.S.\$) . . . . .	— <sup>(4)</sup>	21,014	24,878	25,145	25,401	23,766
Per capita GDP at constant prices (U.S.\$) (2010=100) . . . . .	— <sup>(4)</sup>	21,883	21,438	21,173	21,127	20,563

Source: SAMA, GASTAT

Note:

- (1) Population estimates are as at 31 July in each respective year.
- (2) Government budget data is in respect of the 12-month period ended on 30 December of each respective year.
- (3) This figure excludes an expenditure amount of SAR 105.0 billion (U.S.\$28.0 billion) relating to settling due payment from prior years, including late due payments, and expenditure funded by the surplus.
- (4) Population figure is not available for the year ended 31 December 2016.

The oil sector continues to constitute the largest portion of Saudi Arabia's economy. Saudi Aramco, the state-owned oil company of Saudi Arabia, is the principal producer of oil and natural gas in Saudi Arabia. According to figures published by the Ministry of Energy, Industry and Mineral Resources, Saudi Arabia's crude oil and condensate reserves stood at 266.5 billion barrels as at 31 December 2015. The oil sector accounted for 44.0 per cent. and 43.2 per cent. of Saudi Arabia's real GDP and 24.5 per cent. and 26.6 per cent. of Saudi Arabia's nominal GDP in the years ended 31 December 2016 and 2015, respectively, while oil revenues accounted for 64.2 per cent. and 72.9 per cent. of total Government revenues in the fiscal years 2016 and 2015, respectively. Oil exports accounted for 75.1 per cent. of Saudi Arabia's total export earnings in the year ended 31 December 2015.

The following table sets forth the yearly average OPEC Reference Basket price (a weighted average of prices per barrel for petroleum blends produced by the OPEC countries) and the price per barrel of Arabian Light Crude Oil (which is one of the types of crude oil produced by Saudi Aramco and constitutes part of the OPEC Reference Basket) in each of the years indicated.

	Year ended 31 December									
	2016	2015	2014	2013	2012	2011	2010	2000	1990	1980
	(U.S.\$ per barrel)									
OPEC Reference Basket price . . . . .	40.76	49.49	96.29	105.87	109.45	107.46	77.45	27.60	22.26	28.64
Arabian Light Crude Oil price . . . . .	— <sup>(1)</sup>	49.85	97.18	106.53	110.22	107.82	77.82	26.81	20.82	28.67

Source: OPEC, SAMA

Note:

- (1) Information not available for the year ended 31 December 2016.

As illustrated by the data above, international oil prices have fluctuated significantly over the past two decades. More recently, world oil prices have witnessed a significant decline since mid-2014, with the OPEC Reference Basket price declining from a monthly average of U.S.\$107.89 in June 2014 to a monthly average of U.S.\$26.50 in January 2016, before partially recovering to a monthly average of U.S.\$45.84 in June 2016 and reaching a monthly average of U.S.\$53.37 in February 2017. The current sustained decline in global oil prices can be attributed to a number of factors, including, but not limited to, a decline in



demand for oil and natural gas due to a worsening of global economic conditions, the increase in oil production by other producers and competition from alternative energy sources.

Until mid-2014, rising oil prices and production resulted in large external and fiscal surpluses for over a decade and, as a result, Saudi Arabia's public debt steadily decreased during that period. Accumulated fiscal surpluses enabled the Government to reduce its public debt by 93.5 per cent. from SAR 685.2 billion (U.S.\$182.7 billion) in 2002 to SAR 44.3 billion (U.S.\$11.8 billion) in 2014. As a consequence, Saudi Arabia's debt-to-GDP ratio decreased from 96.4 per cent. of nominal GDP in 2003 to 1.6 per cent. of nominal GDP in the year ended 31 December 2014, one of the lowest of any country in the world. However, given the significant contribution of the oil sector to Saudi Arabia's economy, the significant decline in global oil prices since mid-2014 has resulted in substantially lower oil exports by value and therefore lower Government revenues.

In the fiscal year 2014, the Government recorded a budget deficit equivalent to 2.3 per cent. of Saudi Arabia's nominal GDP for the year ended 31 December 2014. In the fiscal year 2015, this increased to a budget deficit equivalent to 15.0 per cent. of Saudi Arabia's nominal GDP for the year ended 31 December 2015. This increased budget deficit was principally due to a significant decline in the value of Saudi Arabia's exports, and therefore lower Government revenues, as a result of the sustained decline in global oil prices since mid-2014. In the fiscal year 2016, the budget deficit decreased to SAR 311.1 billion (U.S.\$83.0 billion), an equivalent of 13.0 per cent. of Saudi Arabia's nominal GDP for the year ended 31 December 2016. Notwithstanding the recent budget deficits, the Government is able to rely on its significant financial reserves accumulated as a result of the fiscal surpluses in the years prior to the recent oil price decline. The Government's reserve assets amounted to SAR 2,311.6 billion (U.S.\$616.4 billion) as at 31 December 2015, a decrease of 15.8 per cent. compared to reserve assets of SAR 2,746.3 billion (U.S.\$732.4 billion) as at 31 December 2014. As at 31 December 2016, the Government's reserve assets amounted to SAR 2,009.2 billion (U.S.\$535.8 billion), a decrease of 13.1 per cent. compared to the year ended 31 December 2015. This decrease in reserve assets was primarily attributable to utilising reserve assets to assist with financing the fiscal deficit resulting from the decline in foreign currency inflows in the years ended 31 December 2015 and 2016, which was attributable to the decline in the price of oil since mid-2014 (see "*Balance of Payments and Foreign Trade—Balance of Payments*" and "*Monetary and Financial System—Reserve Assets*").

In July 2015, the Government resumed issuing SAR-denominated bonds to government agencies and local banks in the domestic market for the first time since 2007, in order to fund part of the budget deficit resulting from the oil price decline. In the year ended 31 December 2015, the Government issued SAR 98.0 billion (U.S.\$26.1 billion) of local bonds in the domestic market. In May 2016, Saudi Arabia borrowed U.S.\$10 billion under a five-year term loan facility pursuant to an agreement with a syndicate of commercial banks. On 10 October 2016, Saudi Arabia (acting through the Ministry of Finance) established a GMTN Programme. On 26 October 2016, Saudi Arabia issued U.S.\$17.5 billion of notes under the GMTN Programme. In the year ended 31 December 2016, the Government issued an additional SAR 97.0 billion (U.S.\$25.9 billion) of local bonds in the domestic market (see "*Indebtedness*").

### **Economic Policy**

The Government plays a key role in Saudi Arabia's economic policy through the CEDA (see "*Overview of Saudi Arabia—Government and Political System*"), which has overall responsibility for Saudi Arabia's economic development and has broad oversight of each of the relevant Government ministries. The CEDA oversees the Ministry of Economy and Planning in the formulation of economic and social development plans that set long-term economic goals, and the Ministry of Finance in the supervision and implementation of Saudi Arabia's fiscal policies. SAMA, the central bank of Saudi Arabia, oversees and implements Saudi Arabia's monetary policy.

### **Development plans**

The Government has implemented a series of five-year Development Plans, the first commencing in 1970, each with the objective of investing and developing Saudi Arabia's available human and natural economic resources and utilising them in order to achieve several socio-economic objectives. These objectives were represented in raising the standard of living of Saudi Arabia's citizens, completion of its basic infrastructure, diversification of Saudi Arabia's economic base and sources of national income, development of human capacities and encouragement of the private sector to assume an effective role in development efforts.

Each successive Development Plan has driven Saudi Arabia's economic growth and the establishment of a wide base of physical and institutional infrastructure in Saudi Arabia, which, along with increased economic activity, has contributed to an increase in standards of educational, health and social services in Saudi Arabia. The Government's Development Plans have also enabled rapid industrial development in Saudi Arabia, focusing on three main "pillars": the oil, petrochemical and mining industries, the management and development of which is, respectively, largely undertaken by three national corporations: Saudi Aramco, SABIC and the Saudi Arabian Mining Company ("**Ma'aden**"). Each of these industries produces high quality and globally competitive products that have made considerable contributions to Saudi Arabia's national production and exports.

In 2015, Saudi Arabia adopted its tenth five-year Development Plan, for the period from 2015 to 2019. The goals of the tenth Development Plan include expanding the capacity of Saudi Arabia's economy; enhancing its growth, stability and competitiveness; facilitating the provision of adequate housing for citizens according to various programmes; increasing corporate reforms, assisting civil community organisations, promoting efficiency and productivity of Government entities and employees; and instilling the principle of accountability, transparency, integrity and combating corruption. The tenth five-year Development Plan is currently being amended to align it more closely with Vision 2030 and NTP 2020, each of which was announced in 2016, and the goals of the tenth five-year Development Plan are being reviewed and refined to bring them in full conformity with Vision 2030 and NTP 2020.

### *Diversification of the economy*

In order to lessen its reliance on the oil sector, Saudi Arabia has increasingly diversified its economy in recent years and, currently, Saudi Arabia produces and exports a variety of industrial products, such as specialised petrochemical and plastic products and construction materials. The Government has also encouraged private sector growth, which is intended not only to promote diversification in Saudi Arabia's economy but also to provide more employment opportunities for the increasing Saudi population. The further diversification of the economy of Saudi Arabia, an increase in Government revenues from the non-oil sector, and an increase in the number of Saudi nationals employed in the private sector, are key objectives of Vision 2030.

The Government anticipates that growth in the non-oil sector, in particular the non-oil private sector, will enhance Government revenue as a result of increased activity in the relevant economic sectors. Additionally, the Government expects that increasing the proportion of Saudi nationals employed in the private sector will reduce Government expenditure through, among other things, a decrease in public sector salaries and wages and a reduction in the number of Saudi nationals subscribing to social welfare programmes. See "*Overview of Saudi Arabia—Strategy of Saudi Arabia—Vision 2030*".

The Government initiated the process of diversification of the economy and strengthening the private sector by undertaking regulatory reform aimed at improving Saudi Arabia's business climate and creating an environment that supports business creation. In April 2000, the Government established SAGIA, which is responsible for managing the investment environment in Saudi Arabia. SAGIA aims to encourage economic liberalisation and achieve economic growth by creating a pro-business environment, providing services to investors and fostering investment opportunities in key sectors of the economy. The Government also established a number of development funds in order to facilitate the development of the private sector and achieve the Government's development objectives. These include: the Saudi Industrial Development Fund (the "**SIDF**"), which provides financing for private industrial projects; the Real Estate Development Fund (the "**REDF**"), which provides financing for the development of housing in Saudi Arabia; and the Agricultural Development Fund, which provides financing for various agricultural activities to facilitate the development of Saudi Arabia's agricultural sector.

In 1975, the Government established the RCJY, an autonomous organisation of the Government with responsibility to govern, develop, and manage the purpose-built industrial cities of Jubail (on the east coast near Dammam) and Yanbu (on the west coast near Medina). These industrial cities were established in strategic sites to cater to Saudi Arabia's hydrocarbon industries and energy-intensive basic industries, and to ensure efficient utilisation of Saudi Arabia's natural resources. The basic industries that were established have resulted in the development of a series of national secondary and downstream industries, which are linked with products of basic industries (such as methane, propane, butane, gasoline, fuel oil and high-density polyethylene). Today, the industrial cities of Jubail and Yanbu are home to over 118,000 employees and form the centre of a globally competitive petrochemicals industry. The RCJY was recently expanded to build the new industrial city of Ras Al Khair, 60 km north of Jubail, which aims to exploit the

mineral deposits of phosphate and bauxite recently found within Saudi Arabia, as well as the industrial city of Jazan located on the coast of the Red Sea, which aims to develop heavy manufacturing, petrochemicals and mining industries as well as the manufacturing of ships and vessels.

Since the establishment of the RCJY, the Government has established a number of other initiatives and agencies aimed at expanding Saudi Arabia's manufacturing sector. In 2001, the Saudi Industrial Property Authority ("MODON") was established under the supervision of the former Ministry of Commerce and Industry (now replaced by the Ministry of Commerce and Investment, or "MOCI"), with the aim of developing industrial cities across Saudi Arabia, mainly focused on light manufacturing. MODON has established industrial cities in various regions of Saudi Arabia, and is currently overseeing 34 existing and developing industrial cities. There are currently more than 6,020 business establishments in the various industrial cities, employing more than 480,000 people.

In 2007, the National Industrial Clusters Development Programme was jointly established by the former Ministry of Commerce and Industry and the Ministry of Petroleum and Minerals (now the Ministry of Energy, Industry and Mineral Resources) to create four new industrial clusters, and the Ministry of Energy, Industry and Mineral Resources is now responsible for the management of the National Industrial Clusters Development Programme.

The Economic Cities Authority was established under the supervision of SAGIA to oversee the construction and regulation of four major new economic cities across the country, including the flagship King Abdullah Economic City on the west coast near the city of Jeddah. Each Economic City is being developed around one or more globally competitive industries and is designed to attract similar businesses and projects to the region. The four Economic Cities currently being developed are King Abdullah Economic City, Knowledge Economic City, Jazan Economic City and Prince Abdulaziz Bin Mosaed Economic City.

For additional details on the industrial cities developed by the RCJY, the National Industrial Clusters Development Programme and the other initiatives described herein, see "*—Gross Domestic Product—Manufacturing*".

Vision 2030 and NTP 2020 envisage a number of initiatives aimed at attaining diversification of the economy, including, among others, the further development of the metals and mining sector, the retail sector, the tourism sector, the petrochemical industry, and ancillary industries associated therewith.

The private sector plays an increasingly important role in the economy of Saudi Arabia, particularly as foreign investment in Saudi Arabia gradually increases. The non-oil private sector showed growth in real terms of 3.4 per cent. in the year ended 31 December 2015, following growth of 5.4 per cent., 7.0 per cent., 5.6 per cent. and 8.0 per cent. in the years ended 31 December 2014, 2013, 2012 and 2011, respectively. The non-oil private sector accounted for 49.7 per cent. of Saudi Arabia's nominal GDP in the year ended 31 December 2015, compared to 40.3 per cent. in the year ended 31 December 2014.

### ***Privatisation***

With a view to promoting the participation of the private sector in the economy and attracting foreign investment, the Government initiated a privatisation programme that, over the years, has successfully accomplished the privatisation of certain key assets in diverse sectors and has contributed to the liberalisation of the economy. The Government's privatisation programme is an important part of the Government's strategy for realising economic development, enhancing the performance of companies and improving the standard of services. It is also aimed at improving the financial efficiency of these companies, reducing administrative burdens, increasing economic growth and enlarging the ownership base in Saudi Arabia as well as attracting foreign investment. The privatisation programme to date has been successfully implemented across a diverse range of sectors and has taken the form of, both, listing of state-owned entities on the Tadawul as well as inclusion of the private sector through public-private partnerships.

Successful privatisations that have already taken place under the Government's privatisation programme include, among others:

- *Telecommunications:* In 2001, the enactment of the Telecommunications Act, which led to the SAR 15.3 billion (U.S.\$4.1 billion) initial public offering of a 30 per cent. stake in STC, Saudi Arabia's incumbent telecommunications provider, thereby opening up the Saudi telecommunications market to private investment;

- *Mining:* In 2008, the SAR 9.25 billion (U.S.\$2.5 billion) initial public offering of a 50 per cent. stake in Ma'aden, Saudi Arabia's leading mining and metals company, thereby opening up the Saudi mining and metals sector to private investment;
- *Manufacturing:* In 1984, the initial public offering of a 30 per cent. stake in SABIC, Saudi Arabia's leading chemicals company;
- *Financial institutions:* In 2014, the SAR 22.5 billion (U.S.\$6.0 billion) initial public offering of a 25 per cent. stake in The National Commercial Bank, Saudi Arabia's largest banking institution in terms of assets;
- *Aviation:* In 2012, the SAR 1.3 billion (U.S.\$350 million) initial public offering of Saudi Airlines Catering Co. and, in 2015, the SAR 2.8 billion (U.S.\$750 million) initial public offering of Saudi Ground Services, respectively the catering and ground services businesses of Saudi Arabian Airlines ("**Saudia**"), Saudi Arabia's national airline;
- *Airports:* In 2013, the privatisation of Prince Muhammad bin Abdulaziz Airport in Medina, through the grant of a long-term concession to a Turkish led consortium and, in 2006, the grant of a concession to a private consortium to expand and modernise the Hajj terminal at King Abdulaziz International Airport in Jeddah, which became fully operational in 2010;
- *Shipping:* The privatisation of The National Shipping Company of Saudi Arabia ("**Bahri**"), which is currently one of the largest shipping companies in the world, through a listing of shares on the Tadawul; and
- *Electricity and Water:* The liberalisation of the electricity and water sector through, among other measures, the creation of the National Water Company ("**NWC**"), Water and Electricity L.L.C. ("**WEC**") and the independent power project ("**IPP**") and independent water and power project ("**IWPP**") programmes involving the participation of domestic and foreign private investors, including the setting up of the Shuaibah and Shuqaiq water and electricity generation plants (for more detail, see *Economy of Saudi Arabia—Electricity, Gas and Water* below).

The privatisation programme continues to form an integral part of the Government's strategy and is a key part of Vision 2030. In its 2016 budget, the Government announced that a number of privatisations of Government-owned enterprises would be implemented in the next five years as part of wider structural reforms to promote Saudi Arabia's economic development and reduce Saudi Arabia's dependence on oil.

In 2016, the Government established the National Centre for Privatisation to develop policies, strategies, programmes, regulations, plans, tools and organisational frameworks relating to privatisation projects and public-private partnerships for various sectors, including public utilities, health, education, transport and municipal services. In March 2017, the Council of Ministers approved the bylaws regulating the National Centre for Privatisation, which is currently under the supervision of CEDA.

In December 2015, GACA announced plans to privatise Saudi Arabia's airports and related services. According to GACA, the initiative is estimated to take five years to implement, commencing with King Khalid International Airport in Riyadh. GACA also anticipates that Saudi Arabia's air traffic control functions as well as its information technology units will be privatised pursuant to the privatisation programme.

In December 2015, the Tadawul announced plans for an initial public offering of its shares, which it expects to complete by 2018.

In January 2016, Saudi Aramco confirmed that it has been studying various options to allow broad public participation in its equity through the listing in the capital markets of an appropriate percentage of Saudi Aramco's shares and/or the listing of a bundle of its downstream subsidiaries. According to Saudi Aramco, no definite decision has as yet been taken in this regard.

### ***Foreign Investment***

Since Saudi Arabia's accession to the WTO in December 2005, the Government has made significant progress towards developing and maintaining policies that favour an open legal and business environment to facilitate foreign capital investment. The Government is aiming to increase and encourage foreign investment by focusing on several key sectors, including transport, healthcare, building materials, tourism, mining, automobile manufacturing and industrial equipment, among others.

The major sectors attracting foreign direct investment (“FDI”) into Saudi Arabia have been the construction and contracting, real estate and petrochemicals sectors. Saudi Arabia’s total inward FDI stock was U.S.\$224.1 billion as at 31 December 2015. In the year ended 31 December 2015, Saudi Arabia’s inward FDI flows were U.S.\$8.1 billion. Saudi Arabia’s inward FDI flows have declined since 2011, which can principally be attributed to the 2008-9 global economic crisis, as well as political unrest in the MENA region during this period. The following table sets forth Saudi Arabia’s inward FDI stock and inward FDI flows for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December				
	2015	2014	2013	2012	2011
			(U.S.\$ billions)		
Inward FDI stock . . . . .	224.1	215.9	207.9	199.0	186.7
Inward FDI flows . . . . .	8.1	8.0	8.9	12.2	16.3

Source: United Nations Conference on Trade and Development

The Saudi Arabian Foreign Investment Law requires all foreign investment in Saudi Arabia to be licensed by SAGIA. A foreign investor wishing to invest in Saudi Arabia must obtain a foreign investment licence from SAGIA, which will take the form of an industrial licence, a service licence or a trading licence. Minimum investment thresholds for foreign investors are published by SAGIA from time to time, and currently include the following thresholds: (a) SAR 30 million for each real estate development project; (b) SAR 30 million for 100 per cent. foreign-owned trade projects; and (c) SAR 26.7 million for trade projects in which Saudi shareholders own at least 25 per cent. of the share capital.

In June 2016, SAGIA announced new regulations permitting 100 per cent. foreign ownership in the wholesale and retail sector for businesses that produce and retail their own products. The new rules, which were approved by the Council of Ministers in June 2016, create an exception to the statutory cap on foreign ownership across several industry segments in Saudi Arabia, and are intended to encourage new entrants to Saudi wholesale and retail market, as well as to create additional training and technology transfer opportunities (see “*Economy of Saudi Arabia—Wholesale and Retail Trade*”).

In a significant move aimed at attracting foreign investment and further strengthening Saudi Arabia’s capital markets, in June 2015, the CMA published regulations allowing Qualified Foreign Investors (“QFIs”) to directly invest in shares listed on the Tadawul in accordance with the applicable regulations. Furthermore, in August 2016, the CMA approved certain revisions to the existing regulations relating to participation by QFIs, which became effective in September 2016. These revisions are intended to further encourage participation by foreign investors by expanding the definition of a ‘qualified foreign institution’ and relaxing certain ownership thresholds and limits. It is anticipated that the opening of the Tadawul to foreign investors will support increased participation by institutional investors and thereby reduce market volatility as well as encourage Saudi companies listed on the Tadawul to adopt international best practices and benefit from the input of sophisticated foreign institutions. See “*Monetary and Financial System—Capital Markets*”.

Vision 2030 envisages several measures aimed at attracting foreign investment and enhancing the confidence of foreign investors in Saudi Arabia’s economy, including the streamlining of the visa regime applicable to business visitors, and the NTP 2020 has assigned to SAGIA specific targets relating to increase in foreign investment in Saudi Arabia. SAGIA, in coordination with a number of other Government institutions and ministries, has also launched the ‘National Investment Plan’, which aims to contribute to the diversification of the economy and increase productivity by attracting foreign investment in specified sectors with well-established investment opportunities. To date, SAGIA has identified over 90 projects under the National Investment Plan, in the healthcare, transportation and industrial equipment sectors.

### Gross Domestic Product

Based on preliminary figures for 2016, Saudi Arabia’s GDP grew by 1.4 per cent., 4.5 per cent., 3.6 per cent., 2.7 per cent., 5.4 per cent. and 10.0 per cent. in real terms (at constant 2010 prices) in the years ended 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively, to reach SAR 2,580.8 billion (U.S.\$688.2 billion) in the year ended 31 December 2016, compared to SAR 2,545.2 billion (U.S.\$678.7 billion) in the year ended 31 December 2015. This growth was partly attributable to ongoing Government expenditure on large development projects, such as the expansion of the Grand Mosque in Makkah, the Riyadh Metro system and the Haramain High-Speed Rail network, as well as continuous

structural and regulatory reforms aimed at achieving sustainable economic growth through diversifying the production base and increasing the contribution of the non-oil sector. Saudi Arabia's total nominal GDP was SAR 2,398.6 billion (U.S.\$639.6 billion) in the year ended 31 December 2016, a decrease of 1.9 per cent. as compared to 2,444.1 billion (U.S.\$651.8 billion) in the year ended 31 December 2015, which was a decrease of 13.5 per cent. as compared to SAR 2,826.9 billion (U.S.\$753.8 billion) in the year ended 31 December 2014. The decline in Saudi Arabia's total nominal GDP in the years ended 31 December 2016 and 31 December 2015 was principally due to a decline in the nominal GDP of the oil sector by 9.8 per cent. and 45.7 per cent. respectively, resulting from price deflation in the oil sector during these periods (see “—Implicit Price Deflator” below).

### Real GDP by Economic Activity

The following table sets forth the contribution by economic activity to Saudi Arabia's real GDP, at constant 2010 prices for each of the years ended 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December								
	2016 <sup>(1)</sup>			2015			2014		
	Amount	Contribution (%)	Growth (%)	Amount	Contribution (%)	Growth (%)	Amount	Contribution (%)	Growth (%)
	(SAR millions, except percentages)								
Mining and quarrying . . . . .	1,042,820	40.4	2.4	1,018,485	40.0	4.7	972,729	39.9	0.9
<i>Oil and gas (excluding oil refining)</i> . . . . .	1,033,395	40.0	2.4	1,008,782	39.6	4.7	963,411	39.6	0.9
<i>Other mining and quarrying</i> . . . . .	9,426	0.4	(2.9)	9,703	0.4	4.1	9,318	0.4	2.9
Government services . . . . .	354,280	13.7	0.1	353,949	13.9	2.3	346,099	14.2	3.3
Manufacturing . . . . .	308,196	11.9	3.3	298,442	11.7	6.6	279,987	11.5	9.5
<i>Oil refining</i> . . . . .	95,895	3.7	14.8	83,547	3.3	12.6	74,173	3.0	19.6
<i>Other manufacturing</i> . . . . .	212,301	8.2	(1.2)	214,895	8.4	4.4	205,813	8.4	6.3
Wholesale and retail trade, restaurants and hotels . . . . .	229,064	8.9	(1.2)	231,744	9.1	2.8	225,420	9.3	6.0
Finance, insurance, real estate and business services . . . . .	238,168	9.2	3.2	230,836	9.1	2.4	225,533	9.3	3.3
Transport, storage and communication . . . . .	148,337	5.7	2.6	144,519	5.7	5.8	136,602	5.6	6.2
Construction . . . . .	121,327	4.7	(3.1)	125,184	4.9	4.1	120,211	4.9	6.7
Agriculture, forestry and fishing . . . . .	60,073	2.3	0.6	59,744	2.3	18.3	50,502	2.1	1.8
Community, social and personal services . . . . .	49,599	1.9	1.6	48,182	1.9	1.9	47,908	2.0	5.7
Electricity, gas and water . . . . .	33,181	1.3	0.8	32,928	1.3	5.3	31,282	1.3	4.8
Less imputed banking services . . . . .	(20,669)	(0.8)	0.7	(20,531)	(0.8)	1.0	(20,333)	(0.8)	0.8
Sub-total (excluding import duties) . . . . .	2,564,377	99.4	1.6	2,524,111	99.2	4.5	2,415,940	99.2	3.6
Import duties . . . . .	16,443	0.6	(22.2)	21,125	0.8	5.9	19,956	0.8	4.0
<b>Total real GDP</b> . . . . .	<b>2,580,820</b>	<b>100.0</b>	<b>1.4</b>	<b>2,545,236</b>	<b>100.0</b>	<b>4.5</b>	<b>2,435,896</b>	<b>100.0</b>	<b>3.6</b>

	Year ended 31 December								
	2013			2012			2011		
	Amount	Contribution (%)	Growth (%)	Amount	Contribution (%)	Growth (%)	Amount	Contribution (%)	Growth (%)
	(SAR millions, except percentages)								
Mining and quarrying . . . . .	963,602	41.0	(1.4)	977,513	42.7	5.1	929,689	42.8	13.2
<i>Oil and gas (excluding oil refining)</i> . . . . .	954,551	40.6	(1.5)	968,739	42.3	5.2	921,262	42.4	13.3
<i>Other mining and quarrying</i> . . . . .	9,051	0.4	3.2	8,774	0.4	4.1	8,427	0.4	4.3
Government services . . . . .	335,057	14.3	4.9	319,350	13.9	5.3	303,157	14.0	7.9
Manufacturing . . . . .	255,603	10.9	3.4	247,269	10.8	4.1	237,597	10.9	8.9
<i>Oil refining</i> . . . . .	62,029	2.6	(4.7)	65,082	2.8	4.1	62,534	2.9	(1.9)
<i>Other manufacturing</i> . . . . .	193,574	8.2	6.3	182,187	8.0	4.1	175,063	8.1	13.4
Wholesale and retail trade, restaurants and hotels . . . . .	212,698	9.0	6.6	199,616	8.7	6.0	188,257	8.7	7.9
Finance, insurance, real estate and business services . . . . .	218,365	9.3	9.2	199,930	8.7	7.5	185,914	8.6	1.8
Transport, storage and communication . . . . .	128,620	5.5	6.4	120,859	5.3	4.9	115,173	5.3	13.8
Construction . . . . .	112,617	4.8	7.8	104,499	4.6	4.8	99,739	4.6	9.9
Agriculture, forestry and fishing . . . . .	49,623	2.1	1.9	48,694	2.1	1.3	48,081	2.2	2.2
Community, social and personal services . . . . .	45,340	1.9	6.5	42,589	1.9	5.9	40,202	1.9	6.4
Electricity, gas and water . . . . .	29,836	1.3	1.6	29,357	1.3	5.9	27,723	1.3	5.5
Less imputed banking services . . . . .	(20,168)	(0.9)	1.0	(19,963)	(0.9)	0.8	(19,805)	(0.9)	1.1
Sub-total (excluding import duties) . . . . .	2,331,192	99.2	2.7	2,269,712	99.1	5.3	2,155,726	99.2	9.9
Import duties . . . . .	19,181	0.8	(1.8)	19,540	0.9	18.0	16,561	0.8	12.9
<b>Total real GDP</b> . . . . .	<b>2,350,373</b>	<b>100.0</b>	<b>2.7</b>	<b>2,289,252</b>	<b>100.0</b>	<b>5.4</b>	<b>2,172,286</b>	<b>100.0</b>	<b>10.0</b>

Source: GASTAT

Note:

(1) Preliminary figures.

Based on preliminary figures for 2016, the majority of the key activities in Saudi Arabia's economy grew in real terms in the year ended 31 December 2016 as compared to 2015. Oil and gas activities (excluding oil refining) grew by 2.4 per cent. to SAR 1,033.4 billion (U.S.\$275.6 billion) in the year ended 31 December 2016, as compared to previous growth of 4.7 per cent., to SAR 1,008.8 billion (U.S.\$269.0 billion) in the year ended 31 December 2015; government services activities grew by 0.1 per cent. to SAR 354.3 billion (U.S.\$94.5 billion) in the year ended 31 December 2016, as compared to previous growth of 2.3 per cent., to SAR 353.9 billion (U.S.\$94.4 billion) in the year ended 31 December 2015; manufacturing activities, including oil refining, grew by 3.3 per cent. to SAR 308.2 billion (U.S.\$82.2 billion) in the year ended 31 December 2016, as compared to previous growth of 6.6 per cent., to SAR 298.4 billion (U.S.\$79.6 billion) in the year ended 31 December 2015; finance, insurance, real estate and business services activities grew by 3.2 per cent. to SAR 238.2 billion (U.S.\$63.5 billion) in the year ended 31 December 2016, as compared to previous growth of 2.4 per cent., to SAR 230.8 billion (U.S.\$61.6 billion) in the year ended 31 December 2015; and transport, storage and communications activities grew by 2.6 per cent. to SAR 148.3 billion (U.S.\$39.6 billion) in the year ended 31 December 2016, as compared to previous growth of 5.8 per cent. to SAR 144.5 billion (U.S.\$38.5 billion) in the year ended 31 December 2015. However, wholesale and retail trade, restaurants and hotels activities decreased by 1.2 per cent. to SAR 229.1 billion (U.S.\$61.1 billion) in the year ended 31 December 2016, as compared to growth of 2.8 per cent., to SAR 231.7 billion (U.S.\$61.8 billion) in the year ended 31 December 2015; and construction activities decreased by 3.1 per cent. to reach SAR 121.3 billion (U.S.\$32.4 billion) in the year ended 31 December 2016, as compared to growth of 4.1 per cent., to SAR 125.2 billion (U.S.\$33.4 billion) in the year ended 31 December 2015.

### Real GDP by Oil and Non-Oil Sector

The following table sets forth the relative contributions of the oil sector and the private and Government non-oil sector to Saudi Arabia's real GDP, at constant 2010 prices for each of the years ended 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December								
	2016 <sup>(1)</sup>			2015			2014		
	Amount	Contribution (%)	Growth (%)	Amount	Contribution (%)	Growth (%)	Amount	Contribution (%)	Growth (%)
	(SAR millions, except percentages)								
Oil Sector . . . . .	1,135,689	44.0	3.4	1,098,712	43.2	5.3	1,043,701	42.8	2.1
Non-oil sector . . . . .	1,428,688	55.4	0.2	1,425,400	56.0	3.9	1,372,239	56.3	4.8
Private sector . . . . .	1,000,592	38.8	0.1	999,488	39.3	4.4	957,607	39.3	5.4
Government sector . . . . .	428,096	16.6	0.5	425,912	16.7	2.7	414,631	17.0	3.7
Sub-total (excluding import duties) . . . . .	2,564,377	99.4	1.6	2,524,111	99.2	4.5	2,415,940	99.2	3.6
Import duties . . . . .	16,443	0.6	(22.2)	21,125	0.8	5.9	19,956	0.8	4.0
<b>Total real GDP . . . . .</b>	<b>2,580,820</b>	<b>100.0</b>	<b>1.4</b>	<b>2,545,236</b>	<b>100.0</b>	<b>4.5</b>	<b>2,435,896</b>	<b>100.0</b>	<b>3.6</b>

	Year ended 31 December								
	2013			2012			2011		
	Amount	Contribution (%)	Growth (%)	Amount	Contribution (%)	Growth (%)	Amount	Contribution (%)	Growth (%)
	(SAR millions, except percentages)								
Oil Sector . . . . .	1,022,382	43.5	(1.6)	1,039,358	45.4	5.1	989,067	45.5	12.2
Non-oil sector . . . . .	1,308,810	55.7	6.4	1,230,354	53.7	5.5	1,166,659	53.7	8.1
Private sector . . . . .	908,846	38.7	7.0	849,757	37.1	5.5	805,081	37.1	8.0
Government sector . . . . .	399,964	17.0	5.1	380,597	16.6	5.3	361,578	16.6	8.4
Sub-total (excluding import duties) . . . . .	2,331,192	99.2	2.7	2,269,712	99.1	5.3	2,155,726	99.2	9.9
Import duties . . . . .	19,181	0.8	(1.8)	19,540	0.9	18.0	16,561	0.8	12.9
<b>Total real GDP . . . . .</b>	<b>2,350,373</b>	<b>100.0</b>	<b>2.7</b>	<b>2,289,252</b>	<b>100.0</b>	<b>5.4</b>	<b>2,172,286</b>	<b>100.0</b>	<b>10.0</b>

Source: GASTAT

Note:

(1) Preliminary figures.

In recent years, the Government has invested heavily in diversifying Saudi Arabia's economy to reduce its reliance on oil revenues. Based on preliminary figures for 2016, the non-oil sector grew by 0.2 per cent. in real terms in the year ended 31 December 2016 to reach SAR 1,428.7 billion (U.S.\$381.0 billion), following growth of 3.9 per cent, 4.8 per cent., 6.4 per cent., 5.5 per cent. and 8.1 per cent. in the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively. Based on preliminary figures for 2016, within the non-oil sector, the private sector showed growth in real terms of 0.1 per cent. to reach SAR

1,000.6 billion (U.S.\$266.8 billion) in the year ended 31 December 2016, following growth of 4.4 per cent. 5.4 per cent., 7.0 per cent., 5.5 per cent. and 8.0 per cent. in the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

The key drivers of growth in the non-oil sector in the year ended 31 December 2016 were manufacturing activities, which grew by 3.3 per cent. in real terms in the year ended 31 December 2016; finance, insurance, real estate and business services, which grew by 3.2 per cent. in real terms in the year ended 31 December 2016; transport, storage and communications activities, which grew by 2.6 per cent. in real terms in the year ended 31 December 2016; and community, social and personal services, which grew by 1.6 per cent. in real terms in the year ended 31 December 2016. The key drivers of growth in the non-oil sector in the year ended 31 December 2015 were agriculture, forestry and fishing, which grew by 18.3 per cent. in real terms in the year ended 31 December 2015; manufacturing activities, which grew by 6.6 per cent. in real terms in the year ended 31 December 2015; transport, storage and communication activities, which grew by 5.8 per cent. in real terms in the year ended 31 December 2015; electricity, gas and water, which grew by 5.3 per cent. in real terms in the year ended 31 December 2015; construction activities, which grew by 4.1 per cent. in real terms in the year ended 31 December 2015; wholesale and retail trade, restaurants and hotels activities, which grew by 2.8 per cent. in real terms in the year ended 31 December 2015; finance, insurance, real estate and business services, which grew by 2.4 per cent. in real terms in the year ended 31 December 2015; and Government services, which grew by 2.3 per cent. in real terms in the year ended 31 December 2015.



## Nominal GDP by Economic Activity

The following table sets forth the contribution by economic activity to Saudi Arabia's nominal GDP for each of the years ended 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December								
	2016 <sup>(1)</sup>			2015			2014		
	Amount	Contribution (%)	Growth (%)	Amount	Contribution (%)	Growth (%)	Amount	Contribution (%)	Growth (%)
	(SAR millions, except percentages)								
Mining and quarrying . . . . .	534,317	22.3	(10.8)	599,187	24.5	(47.0)	1,130,054	40.0	(8.3)
<i>Oil and gas (excluding oil refining)</i> . . . . .	523,219	21.8	(11.0)	587,974	24.1	(47.5)	1,119,489	39.6	(8.5)
<i>Other mining and quarrying</i> . . . . .	11,098	0.5	(1.0)	11,214	0.5	6.2	10,564	0.4	6.4
Government services . . . . .	482,052	20.1	1.5	475,067	19.4	21.3	391,626	13.9	6.4
Manufacturing . . . . .	301,667	12.6	(0.5)	303,114	12.4	(1.0)	306,189	10.8	10.1
<i>Oil refining</i> . . . . .	55,995	2.3	2.1	54,822	2.2	(22.8)	71,004	2.5	15.4
<i>Other manufacturing</i> . . . . .	245,672	10.2	(1.1)	248,292	10.2	5.6	235,185	8.3	8.6
Wholesale and retail trade, restaurants and hotels . . . . .	276,139	11.5	(0.7)	278,030	11.4	4.3	266,649	9.4	10.4
Finance, insurance, real estate and business services . . . . .	326,022	13.6	5.0	310,412	12.7	5.9	292,991	10.4	8.6
Transport, storage and communication . . . . .	160,402	6.7	3.3	155,289	6.4	7.3	144,713	5.1	7.8
Construction . . . . .	159,641	6.7	(2.0)	162,975	6.7	6.5	152,965	5.4	13.7
Agriculture, forestry and fishing . . . . .	64,879	2.7	1.0	64,267	2.6	19.6	53,719	1.9	3.8
Community, social and personal services . . . . .	57,291	2.4	2.7	55,759	2.3	4.0	53,607	1.9	7.8
Electricity, gas and water . . . . .	37,820	1.6	4.9	36,067	1.5	11.0	32,479	1.1	6.1
Less imputed banking services . . . . .	(22,466)	0.9	1.8	(22,072)	0.9	2.0	(21,642)	(0.8)	2.0
Sub-total (excluding import duties) . . . . .	2,377,764	99.1	(1.7)	2,418,095	98.9	(13.7)	2,803,349	99.2	1.2
Import duties . . . . .	20,800	0.9	(20.0)	25,995	1.1	10.5	23,520	0.8	11.1
<b>Total nominal GDP</b> . . . . .	<b>2,398,564</b>	<b>100.0</b>	<b>(1.9)</b>	<b>2,444,090</b>	<b>100.0</b>	<b>(13.5)</b>	<b>2,826,869</b>	<b>100.0</b>	<b>1.3</b>

	Year ended 31 December								
	2013			2012			2011		
	Amount	Contribution (%)	Growth (%)	Amount	Contribution (%)	Growth (%)	Amount	Contribution (%)	Growth (%)
	(SAR millions, except percentages)								
Mining and quarrying . . . . .	1,232,823	44.2	(6.0)	1,311,448	47.6	7.9	1,215,518	48.4	48.0
<i>Oil and gas (excluding oil refining)</i> . . . . .	1,222,898	43.8	(6.1)	1,302,081	47.3	7.9	1,206,751	48.1	48.4
<i>Other mining and quarrying</i> . . . . .	9,925	0.4	5.9	9,368	0.3	6.9	8,767	0.3	8.4
Government services . . . . .	368,070	13.2	5.3	349,649	12.7	12.0	312,308	12.4	11.2
Manufacturing . . . . .	278,071	10.0	2.9	270,180	9.8	7.2	252,003	10.0	15.5
<i>Oil refining</i> . . . . .	61,536	2.2	(10.3)	68,583	2.5	6.8	64,216	2.6	0.7
<i>Other manufacturing</i> . . . . .	216,535	7.8	7.4	201,597	7.3	7.4	187,787	7.5	21.6
Wholesale and retail trade, restaurants and hotels . . . . .	241,586	8.7	10.2	219,144	8.0	10.7	197,926	7.9	13.4
Finance, insurance, real estate and business services . . . . .	269,805	9.7	16.1	232,438	8.4	19.2	195,054	7.8	6.8
Transport, storage and communication . . . . .	134,258	4.8	8.0	124,279	4.5	7.8	115,272	4.6	13.9
Construction . . . . .	134,588	4.8	13.6	118,513	4.3	10.7	107,021	4.3	17.9
Agriculture, forestry and fishing . . . . .	51,735	1.9	3.9	49,816	1.8	3.4	48,163	1.9	2.3
Community, social and personal services . . . . .	49,740	1.8	8.2	45,969	1.7	9.7	41,892	1.7	10.9
Electricity, gas and water . . . . .	30,623	1.1	1.8	30,076	1.1	6.3	28,285	1.1	7.6
Less imputed banking services . . . . .	(21,215)	(0.8)	2.6	(20,672)	(0.8)	3.0	(20,077)	(0.8)	2.5
Sub-total (excluding import duties) . . . . .	2,770,085	99.2	1.4	2,730,840	99.2	9.5	2,493,365	99.3	27.2
Import duties . . . . .	21,174	0.8	(1.5)	21,494	0.8	24.4	17,285	0.7	17.8
<b>Total nominal GDP</b> . . . . .	<b>2,791,259</b>	<b>100.0</b>	<b>1.4</b>	<b>2,752,334</b>	<b>100.0</b>	<b>9.6</b>	<b>2,510,650</b>	<b>100.0</b>	<b>27.1</b>

Source: GASTAT

Note:

(1) Preliminary figures.

While, based on preliminary figures for 2016, the contribution to Saudi Arabia's nominal GDP of oil and gas activities (excluding oil refining) declined to SAR 523.2 billion (U.S.\$139.5 billion) or 21.8 per cent. of total nominal GDP in the year ended 31 December 2016, from SAR 588.0 billion (U.S.\$156.8 billion), or 24.1 per cent. of total nominal GDP, in the year ended 31 December 2015, which was a decline from SAR 1,119.5 billion (U.S.\$298.5 billion), or 39.6 per cent. of total nominal GDP in the year ended 31 December 2014, the contribution of the majority of the key non-oil economic activities increased as a percentage of total nominal GDP. The contribution of manufacturing activities increased to 12.6 per cent. of total nominal GDP in the year ended 31 December 2016 from 12.4 per cent. of total nominal GDP in the year ended 31 December 2015, which was an increase from 10.8 per cent. in the year ended 31 December 2014; the contribution of finance, insurance, real estate and business services activities increased to 13.6 per cent. of total nominal GDP in the year ended 31 December 2016 from 12.7 per cent. of total nominal GDP in the year ended 31 December 2015, which was an increase from 10.4 per cent. in the year ended 31 December 2014; and the contribution of transport, storage and communication activities increased to

6.7 per cent. of total nominal GDP in the year ended 31 December 2016 from 6.4 per cent. of total nominal GDP in the year ended 31 December 2015, which was an increase from 5.1 per cent. in the year ended 31 December 2014. The contribution of wholesale and retail trade, restaurants and hotels activities increased to 11.5 per cent. of total nominal GDP in the years ended 31 December 2016 from 11.4 per cent. of total nominal GDP in the year ended 31 December 2015, which was an increase from 9.4 per cent. in the year ended 31 December 2014; and the contribution of construction activities remained at 6.7 per cent. of total nominal GDP in the years ended 31 December 2016 and 2015, respectively, which was an increase from 5.4 per cent. in the year ended 31 December 2014.

### *Nominal GDP by Oil and Non-Oil Sector*

The following table sets forth the relative contributions of the oil sector and the private and Government non-oil sector to Saudi Arabia's nominal GDP for each of the years ended 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December								
	2016 <sup>(1)</sup>			2015			2014		
	Amount	Contribution (%)	Growth (%)	Amount	Contribution (%)	Growth (%)	Amount	Contribution (%)	Growth (%)
	(SAR millions, except percentages)								
Oil Sector . . . . .	586,823	24.5	(9.8)	650,247	26.6	(45.7)	1,197,414	42.4	(7.2)
Non-oil sector . . . . .	1,790,941	74.7	1.3	1,767,847	72.3	10.1	1,605,935	56.8	8.6
Private sector . . . . .	1,226,871	51.2	1.1	1,213,542	49.7	6.4	1,140,191	40.3	9.4
Government sector . . . . .	564,070	23.5	1.8	554,305	22.7	19.0	465,745	16.5	6.6
Sub-total (excluding import duties) . . . . .	2,377,764	99.1	(1.7)	2,418,095	98.9	(13.7)	2,803,349	99.2	1.2
Import duties . . . . .	20,800	0.9	(20.0)	25,995	1.1	10.5	23,520	0.8	11.1
<b>Total nominal GDP . . . . .</b>	<b>2,398,564</b>	<b>100.0</b>	<b>(1.0)</b>	<b>2,444,090</b>	<b>100.0</b>	<b>(13.5)</b>	<b>2,826,869</b>	<b>100.0</b>	<b>1.3</b>
	Year ended 31 December								
	2013			2012			2011		
	Amount	Contribution (%)	Growth (%)	Amount	Contribution (%)	Growth (%)	Amount	Contribution (%)	Growth (%)
	(SAR millions, except percentages)								
Oil Sector . . . . .	1,290,789	46.2	(6.2)	1,376,576	50.0	7.9	1,276,416	50.8	44.8
Non-oil sector . . . . .	1,479,296	53.0	9.2	1,354,264	49.2	11.3	1,216,949	48.5	12.8
Private sector . . . . .	1,042,319	37.3	10.8	940,794	34.2	11.2	845,780	33.7	13.5
Government sector . . . . .	436,977	15.7	5.7	413,470	15.0	11.4	371,169	14.8	11.3
Sub-total (excluding import duties) . . . . .	2,770,085	99.2	1.4	2,730,840	99.2	9.5	2,493,365	99.3	27.2
Import duties . . . . .	21,174	0.8	(1.5)	21,494	0.8	24.4	17,285	0.7	17.8
<b>Total nominal GDP . . . . .</b>	<b>2,791,259</b>	<b>100.0</b>	<b>1.4</b>	<b>2,752,334</b>	<b>100.0</b>	<b>9.6</b>	<b>2,510,650</b>	<b>100.0</b>	<b>27.8</b>

Source: GASTAT

Note:

(1) Preliminary figures.

Based on preliminary figures for 2016, the contribution of the non-oil sector to Saudi Arabia's nominal GDP was SAR 1,790.9 billion (U.S.\$477.6 billion) or 74.7 per cent. of total nominal GDP in the year ended 31 December 2016, compared to SAR 1,767.8 billion (U.S.\$471.4 billion), or 72.3 per cent. of total nominal GDP, in the year ended 31 December 2015, SAR 1,605.9 billion (U.S.\$428.2 billion), or 56.8 per cent. of total nominal GDP, in the year ended 31 December 2014, SAR 1,479.3 billion (U.S.\$394.5 billion), or 53.0 per cent. of total nominal GDP, in the year ended 31 December 2013, SAR 1,354.3 billion (U.S.\$361.1 billion), or 49.2 per cent. of total nominal GDP, in the year ended 31 December 2012, and SAR 1,216.9 billion (U.S.\$324.5 billion), or 48.5 per cent. of total nominal GDP, in the year ended 31 December 2011.

The increase in the percentage contribution of the non-oil sector to Saudi Arabia's economy during these periods was due to both the prioritisation by the Government of the non-oil private sector, which is a key element of the Government's economic diversification policy, as well as the decline in global oil prices since mid-2014 and the consequent significant decrease in Government revenues and export earnings attributable to the oil sector. The percentage contribution of the non-oil private sector to Saudi Arabia's total nominal GDP was 51.2 per cent. in the year ended 31 December 2016, based on preliminary figures, compared to 49.7 per cent., 40.3 per cent., 37.3 per cent., 34.2 per cent. and 33.7 per cent. in the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively, while the percentage contribution of the Government sector to Saudi Arabia's total nominal GDP was 23.5 per cent. in the year ended

31 December 2016, based on preliminary figures, compared to 22.7 per cent., 16.5 per cent., 15.7 per cent., 15.0 per cent. and 14.8 per cent. in the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

### **Implicit Price Deflator**

The implicit price deflator, or GDP deflator, is a measure of price inflation or deflation in the goods and services produced by Saudi Arabia's economy in a particular year, with reference to 2010 as a base year. The following table sets forth details of Saudi Arabia's GDP deflator for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December				
	2015 <sup>(1)</sup>	2014	2013	2012	2011
	(2010=100)				
Oil sector GDP deflator . . . . .	61.3	114.7	126.3	132.4	129.1
Non-oil sector GDP deflator . . . . .	122.4	117.0	113.0	110.1	104.3
<b>Overall GDP deflator . . . . .</b>	<b>96.1</b>	<b>116.1</b>	<b>118.8</b>	<b>120.2</b>	<b>115.6</b>

Source: GASTAT

Note:

(1) Preliminary figures.

### **Per capita GDP**

The following table sets forth Saudi Arabia's GDP per capita for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively (based on the estimated population of Saudi Arabia as at 31 July in each year):

	Year ended 31 December				
	2015	2014	2013	2012	2011
Population <sup>(1)</sup> . . . . .	31,015,999	30,300,675	29,601,529	28,894,675	28,171,083
<b>Per capita real GDP:</b>					
GDP at constant prices (2010=100) (SAR millions) . . . . .	2,545,236	2,435,896	2,350,373	2,289,252	2,172,286
Per capita GDP at constant prices (2010=100) (SAR) . . . . .	82,062	80,391	79,400	79,227	77,110
Per capita GDP at constant prices (2010=100) (U.S.\$) . . . . .	21,883	21,438	21,173	21,127	20,563
<b>Per capita nominal GDP:</b>					
GDP at current prices (SAR millions) . . . . .	2,444,090	2,826,869	2,791,259	2,752,334	2,510,650
Per capita GDP at current prices (SAR) . . . . .	78,801	93,294	94,294	95,254	89,122
Per capita GDP at current prices (U.S.\$) . . . . .	21,014	24,878	25,145	25,401	23,766

Source: SAMA, GASTAT

Notes:

(1) Population estimates are as at 31 July in each respective year.

Per capita real GDP in Saudi Arabia was SAR 82,062 (U.S.\$21,883) in the year ended 31 December 2015, an increase of 2.1 per cent. compared to SAR 80,391 (U.S.\$21,438) in the year ended 31 December 2014. Per capita nominal GDP in Saudi Arabia was SAR 78,801 (U.S.\$21,014) in the year ended 31 December 2015, a decline of 15.5 per cent. compared to SAR 93,294 (U.S.\$24,878) in the year ended 31 December 2014.

According to data published in the IMF World Economic Outlook, Saudi Arabia's GDP per capita based on purchasing-power-parity (PPP) was SAR 201,758 (U.S.\$53,802) in the year ended 31 December 2015, an increase of 2.5 per cent. compared to SAR 196,746 (U.S.\$52,466) in the year ended 31 December 2014.

### **Oil and Gas**

The oil sector is a significant contributor to Saudi Arabia's economy. According to OPEC's 2016 Annual Statistical Bulletin, Saudi Arabia possessed the world's second largest proven reserves (accounting for 17.9 per cent. of the world's total oil reserves) as at 31 December 2015, and was the world's largest oil producer (accounting for 13.6 per cent. of the world's total oil production) and the world's largest oil exporter (accounting for 17.2 per cent. of the world's total oil exports by volume) in the year ended 31 December 2015.

Saudi Arabia's GDP attributable to oil and gas activities (excluding oil refining) is accounted for in the Government's accounts under mining and quarrying activities, while Saudi Arabia's GDP attributable to oil refining activities is accounted for under manufacturing activities.

Based on preliminary figures for 2016, oil and gas activities (excluding oil refining) accounted for SAR 523.2 billion (U.S.\$139.5 billion), or 21.8 per cent., of Saudi Arabia's nominal GDP in the year ended 31 December 2016, compared to SAR 588.0 billion (U.S.\$156.8 billion), or 24.1 per cent., of Saudi Arabia's nominal GDP in the year ended 31 December 2015. Oil and gas activities (excluding oil refining) demonstrated growth of 2.4 per cent., 4.7 per cent. and 0.9 per cent. in real terms in the years ended 31 December 2016, 2015 and 2014, respectively, a decline of 1.5 per cent. in real terms in the year ended 31 December 2013 and growth of 5.2 per cent. and 13.3 per cent. in real terms in the years ended 31 December 2012 and 2011, respectively.

### *Saudi Aramco*

Saudi Aramco, the state-owned oil company of Saudi Arabia, is the principal producer of oil and natural gas in Saudi Arabia. Saudi Aramco's oil operations take place over a region spanning 1.5 million square km, and span all areas of Saudi Arabia, including the territorial waters of the Arabian Gulf and the Red Sea. Saudi Aramco's activities include: exploration and production of oil and gas; oil and gas processing and refining and production of petrochemicals; shipping of crude oil and refined products; refined products distribution and sales; and services (storage, finance, insurance and aviation).

In 1933, Saudi Arabia signed a concession agreement giving Socal permission to explore Saudi Arabia for oil, which was undertaken by Socal's wholly-owned subsidiary, CASOC. The Texas Company (later Texaco) acquired half of CASOC in 1936, and in 1944 the enterprise was renamed as the Arabian American Oil Company, also known as Aramco. Standard Oil Company (later Exxon) and Socony-Vacuum Oil Company (later Mobil) became part owners in 1948 to help provide market outlets and capital investment for the hydrocarbon reserves of Saudi Arabia. In 1952, Aramco's headquarters moved to Dhahran, Saudi Arabia, and in 1980, the Government completed its buyout of Aramco's assets. In 1988, the successor company to Aramco was established by Royal Decree as The Saudi Arabian Oil Company, also known as Saudi Aramco.

Saudi Aramco's board of directors, which has responsibility for Saudi Aramco's business affairs and provides management with guidance in determining Saudi Aramco's long-term strategy, includes senior Government officials, heads of leading Saudi research and academic institutions, senior figures in the international oil, gas, and finance industries, as well as senior members of Saudi Aramco's management. Saudi Aramco's business and operations are managed by the Board of the Supreme Council of Saudi Aramco and monitored by the Ministry of Energy, Industry and Mineral Resources.

Saudi Aramco is currently considering plans for an initial public offering relating to all or a part of its assets.

### *Reserves*

According to figures published by the Ministry of Energy, Industry and Mineral Resources, Saudi Arabia's proven crude oil and condensate reserves stood at 266.5 billion barrels and Saudi Arabia's proven gas reserves stood at 303.3 trillion scf as at 31 December 2015. Saudi Aramco's crude oil and condensate reserves accounted for 261.1 billion barrels, or 98.0 per cent., and 297.6 trillion scf, or 98.2 per cent., of these total amounts, respectively.

The remainder of Saudi Arabia's reserves are accounted for by:

- Saudi Arabia's 50 per cent. interest in the hydrocarbon resources of the 'Offshore Partitioned Zone' between Saudi Arabia and Kuwait. Aramco Gulf Operations Company Ltd. ("AGOC"), a wholly-owned subsidiary of Saudi Aramco, conducts operations in the Offshore Partitioned Zone on behalf of Saudi Arabia. AGOC's operations are conducted through Khafji Joint Operations, a 50:50 joint-venture management structure with Kuwait Gulf Oil Company ("KGOC"), pursuant to a joint operations agreement entered into in 2010; and
- Saudi Arabia's 50 per cent. interest in the hydrocarbon resources of the 'Onshore Partitioned Zone' between Saudi Arabia and Kuwait. Saudi Arabian Chevron Inc. ("Saudi Chevron") is party to a concession agreement with Saudi Arabia to conduct operations in the Onshore Partitioned Zone on behalf of Saudi Arabia. Saudi Chevron operations are conducted through Wafra Joint Operations

Company, a 50:50 joint-venture management structure with KGOC, pursuant to a joint operations agreement.

The following table sets forth details of Saudi Arabia's proven oil and gas reserves, along with Saudi Aramco's contribution thereto, for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December				
	2015	2014	2013	2012	2011
			(Billion barrels)		
<b>Total crude oil and condensate reserves</b> . . . . .	<b>266.5</b>	<b>266.6</b>	<b>265.8</b>	<b>265.9</b>	<b>265.4</b>
<i>Saudi Aramco</i> . . . . .	<i>261.1</i>	<i>261.1</i>	<i>260.2</i>	<i>260.2</i>	<i>259.7</i>
<i>Others</i> . . . . .	<i>5.4</i>	<i>5.5</i>	<i>5.6</i>	<i>5.7</i>	<i>5.7</i>
			(Trillion scf)		
<b>Total gas reserves</b> . . . . .	<b>303.3</b>	<b>299.7</b>	<b>294.2</b>	<b>290.8</b>	<b>287.6</b>
<i>Saudi Aramco</i> . . . . .	<i>297.6</i>	<i>294.0</i>	<i>288.4</i>	<i>284.8</i>	<i>282.6</i>
<i>Others</i> . . . . .	<i>5.6</i>	<i>5.8</i>	<i>5.8</i>	<i>6.0</i>	<i>5.0</i>

Source: Ministry of Energy, Industry and Mineral Resources

### **Exploration**

Saudi Aramco's Exploration and Petroleum Engineering Centre—Advanced Research Centre conducts research and development of subsurface technology, anticipating Saudi Aramco's future needs to create innovative, high-impact solutions and tools for its exploration and production operations. The discovery of additional oil and gas reserves in Saudi Arabia is possible given Saudi Aramco's experience with the application of new technology to enhance recovery from existing oil reservoirs.

Saudi Aramco's initial discoveries following the signing of the exploration concession agreement between Saudi Arabia and Socal in 1933 were at Dammam (1938), Abu Hadriyah (March 1940) and Abqaiq (December 1940). These were followed by the discovery of the world's largest field, Ghawar, which was discovered in five areas individually, 'Ain Dar (1948), Haradh (1949), 'Uthmaniyah (1951), Shedgum (1952) and Hawiyah (1953). The Ghawar field is 280 km long and 40 km wide, encompassing 1.3 million acres. Ghawar's main reservoir is the 100 metre thick Arab-D reservoir, whose oil is sourced exclusively from Jurassic organic-rich mudstones, and from which nearly all the field's oil production comes under development. In 1951, Saudi Aramco discovered the Safaniya field, the world's largest offshore oil field. During 2015, Saudi Aramco discovered five new oil and gas fields, increasing the total number of discovered oil and gas fields in Saudi Arabia to 134.

### **Production**

#### *Oil production*

In the year ended 31 December 2015, Saudi Arabia's total crude oil production was 3,720 million barrels, compared to 3,545 million barrels, 3,518 million barrels, 3,573 million barrels and 3,399 million barrels in the years ended 31 December 2014, 2013, 2012 and 2011, respectively. In the year ended 31 December 2015, Saudi Arabia's daily average of crude oil production was 10.2 million bpd, compared to 9.7 million bpd, 9.6 million bpd, 9.8 million bpd and 9.3 million bpd in the years ended 31 December 2014, 2013, 2012 and 2011, respectively. The increase in Saudi Arabia's total crude oil production during these periods was principally due to increased demand in the international oil markets.

In the year ended 31 December 2015, Saudi Aramco accounted for 99.7 per cent. of Saudi Arabia's total crude oil production, producing 3,708 million barrels. The remainder of Saudi Arabia's oil production during this period was accounted for by Saudi Chevron. Crude oil production by AGOC and Saudi Chevron has been suspended since October 2014 and May 2015, respectively, due to certain operational and environmental issues that are currently in the process of being resolved.

The following table sets forth details of Saudi Arabia's oil production, along with Saudi Aramco's contribution thereto, for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December				
	2015	2014	2013	2012	2011
	(Million barrels)				
<b>Total crude oil production</b> . . . . .	<b>3,720</b>	<b>3,545</b>	<b>3,518</b>	<b>3,573</b>	<b>3,399</b>
<i>Saudi Aramco</i> . . . . .	3,708	3,480	3,433	3,479	3,310
<i>Others</i> . . . . .	12 <sup>(1)</sup>	65 <sup>(2)</sup>	85	94	89
	(Million bpd)				
<b>Average crude oil production</b> . . . . .	<b>10.19</b>	<b>9.71</b>	<b>9.64</b>	<b>9.79</b>	<b>9.31</b>
<i>Saudi Aramco</i> . . . . .	10.16	9.53	9.41	9.53	9.07
<i>Others</i> . . . . .	0.03 <sup>(1)</sup>	0.18 <sup>(2)</sup>	0.23	0.26	0.24

Source: SAMA, Saudi Aramco 2015 Annual Review

Notes:

- (1) Production by Saudi Chevron suspended in May 2015.
- (2) Production by AGOC suspended in October 2014.

According to OPEC's 2016 Annual Statistical Bulletin, Saudi Arabia was the world's largest oil producer, accounting for 13.6 per cent. of the world's total oil production in the year ended 31 December 2015. Saudi Aramco supplies more crude oil to the global economy than any other oil producing company.

Saudi Aramco produces five grades of crude oil: Arabian Super Light, Arabian Extra Light, Arabian Light, Arabian Medium and Arabian Heavy. Saudi Aramco's oil operations take place over a region spanning 1.5 million square km, and span all areas of Saudi Arabia, including the territorial waters of the Arabian Gulf and the Red Sea.

The following is a summary of Saudi Aramco's principal oil production sites:

- *Abqaiq*: The Abqaiq production site is Saudi Aramco's largest oil processing facility and the largest crude oil stabilisation plant in the world. Abqaiq oil facilities receive sour crude oil from gas-oil separation plants, process it into sweet crude oil, and then transport it to Saudi Aramco's refining facilities at Ras Tanura and Jubail on the east coast, Yanbu on the west coast, and to the Bapco Refinery in Bahrain.
- *Haradh*: The Haradh production site, located at the southern tip of the Ghawar field, was developed in three increments of 300,000 bpd of Arabian Light crude oil capacity. It consists of three gas-oil separation plants that went on-stream between 1996 and 2006. The third of these plants, Haradh III also added 140 million scfd of associated gas processing capacity in 2006.
- *Khurais*: The Khurais production site produces up to 1.2 million bpd of Arabian Light crude oil through its central processing facility, the largest of its kind in Saudi Arabia. The Khurais production site, which includes the development of the Abu Jifan and Mazalij fields, began crude oil production in June 2009. Its gas facilities treat the associated gas produced, and have the capacity to handle up to 70,000 bpd of condensate and 320 million scfd of gas.
- *Khursaniyah*: The Khursaniyah production site includes facilities to process and stabilise up to 500,000 bpd of Arabian Light crude oil blend from the Abu Hadriya, Fadhili and Khursaniyah fields, and a gas plant to process up to 1 billion scfd of associated gas. Khursaniyah began producing oil in August 2008.
- *Manifa*: The Manifa production site, which commenced first-phase operations in 2012, produces up to 900,000 bpd of Arabian Heavy crude oil, 90 million scfd of sour gas, and 65,000 bpd of hydrocarbon condensate.
- *Nuayyim*: The Nuayyim production site produces up to 100,000 bpd of Arabian Super Light crude oil and 90 million scfd of gas. The project also includes a gas-oil separation plant, 140 km of gas pipeline, and water supply facilities at Hawtah.
- *Qatif*: The Qatif production site consists of facilities to produce, process and transport up to 500,000 bpd of blended Arabian Light crude oil from the Qatif field and 300,000 bpd of Arabian Medium crude oil from the offshore Abu Sa'fah field. The overall project includes three new gas-oil separation

plants, five new and 10 upgraded offshore platforms, expansion of the Berri Gas Plant, 34 drilling islands, more than 1,000 km of pipeline and other support facilities.

- *Shaybah*: The Shaybah crude oil expansion programme, completed in 2009, raised Saudi Aramco's Arabian Extra Light production capacity from 500,000 bpd to 750,000 bpd and expanded its gas compression, injection and power generation facilities.

### *Gas production*

Saudi Aramco also produces natural gas for Saudi Arabia. In the year ended 31 December 2015, Saudi Aramco processed 11.6 billion scfd of raw natural gas, and produced 8.0 billion scfd of sales gas and 794 million scfd of ethane gas, compared to 11.3 billion scfd, 7.8 billion scfd and 809 million scfd, respectively, in the year ended 31 December 2014. In Saudi Aramco's overall gas operations, natural gas is processed to produce clean fuel (methane, or sales gas) and feedstock (methane, ethane, propane, butane and natural gas). The methane and ethane produced by Saudi Aramco are currently consumed entirely by Saudi Arabia's utilities and industry. Excess propane, butane and natural gas that are not used by the domestic petrochemicals industry are exported to world markets. In addition to the natural gas produced by Saudi Aramco, AGOC and Saudi Chevron also produce associated gas, which is used solely for the operation of their own facilities. Saudi Arabia's natural gas production is currently sufficient to meet Saudi Arabia's domestic consumption requirements.

The following table sets forth details of Saudi Aramco's gas production for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	<b>Year ended 31 December</b>				
	<b>2015</b>	<b>2014</b>	<b>2013</b>	<b>2012</b>	<b>2011</b>
Raw gas processed (billion scfd) . . . . .	11.6	11.3	11.0	10.7	9.9
Sales gas production (billion scfd) . . . . .	8.0	7.8	7.5	7.3	6.8
Ethane gas production (million scfd) . . . . .	794	809	796	851	792
NGL from hydrocarbon gases (million barrels) . . . . .	474	471	456	482	461

Source: Saudi Aramco 2015 Annual Review

### *Refining and Marketing*

Saudi Aramco is responsible for refining and marketing Saudi Arabia's oil, and its downstream operations emphasise the integration of refineries with petrochemical facilities.

Saudi Arabia's total production of refined products increased by 12.6 per cent. to 905.4 million barrels in the year ended 31 December 2015 (representing daily production of 2.5 million bpd), compared to 803.8 million barrels in the year ended 31 December 2014 (representing daily production of 2.2 million bpd). The increase in production of refined products in the year ended 31 December 2015 was principally due to an increase in diesel production by 27.9 per cent., accounting for 38.8 per cent. of total production of refined products in the year ended 31 December 2015. Fuel oil production declined by 7.1 per cent., gasoline production increased by 11.8 per cent., jet fuel production declined by 0.4 per cent., naphtha production declined by 2.1 per cent., asphalt production increased by 8.0 per cent. and LPG production increased by 3.6 per cent., in each case in the year ended 31 December 2015 as compared to the year ended 31 December 2014.

The following table sets forth Saudi Arabia's production of refined products for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December				
	2015	2014	2013	2012	2011
			(million barrels)		
Diesel . . . . .	351.5	274.8	219.8	234.1	229.4
Fuel oil . . . . .	163.2	175.7	166.2	168.4	152.2
Premium gasoline . . . . .	179.9	160.9	134.7	145.9	142.6
Jet fuel (kerosene) . . . . .	77.0	77.3	59.5	63.8	60.7
Naphtha . . . . .	68.8	70.3	58.7	64.2	62.1
Coke . . . . .	26.8	8.6	—	—	—
Asphalt . . . . .	21.6	20.0	19.6	17.7	18.7
LPG . . . . .	16.8	16.1	13.9	11.3	12.0
<b>Total</b> . . . . .	<b>905.4</b>	<b>803.8</b>	<b>672.2</b>	<b>705.3</b>	<b>677.7</b>

Source: SAMA

Saudi Arabia's total domestic consumption of refined products and crude oil increased by 6.3 per cent. to 942.7 million barrels in the year ended 31 December 2015 (representing daily domestic consumption of 2.6 million bpd), compared to 887.0 million barrels in the year ended 31 December 2014 (representing daily production of 2.4 million bpd). The increase in domestic consumption of refined products in the year ended 31 December 2015 was principally due to increased activity in various sectors of the economy as well as the growing population. The following table sets forth Saudi Arabia's domestic consumption of refined products and crude oil for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December				
	2015	2014	2013	2012	2011
			(million barrels)		
Public . . . . .	892.1	837.9	776.0	760.3	721.7
Oil industry . . . . .	50.6	49.0	35.3	34.0	30.8
<b>Total</b> . . . . .	<b>942.7</b>	<b>887.0</b>	<b>811.3</b>	<b>794.3</b>	<b>752.4</b>

Source: SAMA

As at 31 December 2015, the aggregate worldwide refining capacity of Saudi Aramco's refineries and the businesses in which Saudi Aramco holds an equity interest was 5.4 million bpd (of which Saudi Aramco's proportionate share is 3.1 million bpd), comprising 1.0 million bpd in respect of Saudi Aramco's wholly-owned domestic operations, 1.9 million bpd in respect of Saudi Aramco's domestic joint venture operations (of which Saudi Aramco's proportionate share is 1.0 million bpd) and 2.5 million bpd in respect of Saudi Aramco's international joint-venture operations (of which Saudi Aramco's proportionate share is 1.1 million bpd). The following table sets forth the year of commissioning and details of the refining



capacity of Saudi Aramco’s refineries and each of the businesses in which Saudi Aramco holds an equity interest, as at 31 December 2015:

<u>Facility</u>	<u>Year of Commissioning</u>	<u>Total Capacity</u>	<u>Saudi Aramco Ownership (%)</u>	<u>Saudi Aramco Share of Capacity</u>
			(thousands of bpd, except percentages)	
<b>Domestic refineries:</b>				
Ras Tanura . . . . .	1945	550	100.0	550
Riyadh . . . . .	1974	126	100.0	126
Jeddah . . . . .	1968	78	100.0	78
Yanbu . . . . .	1983	245	100.0	245
Petro Rabigh . . . . .	2009	400	37.5	150
SAMREF (Yanbu) . . . . .	1984	400	50.0	200
YASREF (Yanbu) . . . . .	2014	400	62.5	250
SASREF (Jubail) . . . . .	1985	300	50.0	150
SATORP (Jubail) . . . . .	2013	400	62.5	250
<b>Total domestic . . . . .</b>		<b>2,899</b>		<b>1,999</b>
<b>International refineries:</b>				
Motiva (USA) . . . . .	1903	1,070	50.0	535
S-OIL (South Korea) . . . . .	1980	669	63.4	424
Showa Shell (Japan) . . . . .	1955	445	15.0	67
FREP (China) . . . . .	2009	280	25.0	70
<b>Total international . . . . .</b>		<b>2,464</b>		<b>1,096</b>
<b>Total domestic and international . . . . .</b>		<b>5,363</b>		<b>3,095</b>

Source: Saudi Aramco

#### *Wholly-Owned Refining Operations*

Saudi Aramco’s refining operations include four domestic refineries that are wholly-owned and operated by Saudi Aramco, located in Ras Tanura, Yanbu, Riyadh and Jeddah. The Ras Tanura Refinery is among the largest refineries in the Middle East with a production capacity of 550,000 bpd. A fifth domestic refinery, the Jazan Refinery and Terminal, is currently under construction in Jazan, the south-west of Saudi Arabia. Once completed, the Jazan Refinery and Terminal will have the capacity to process 400,000 bpd of Arabian Heavy and Arabian Medium crude oils to produce gasoline, ultra-low-sulphur diesel, benzene, and paraxylene.

#### *Domestic Joint Venture Refining Operations*

Saudi Aramco is also a joint venture partner in five domestic refineries that are currently in operation:

- Saudi Aramco Mobil Refinery Company (“**SAMREF**”), which has a design capacity of around 400,000 bpd, is a joint venture between Saudi Aramco (50 per cent.) and Mobil Yanbu Refining Company Inc. (50 per cent.), a wholly-owned subsidiary of Exxon Mobil Corporation.
- Saudi Aramco Shell Refinery Company (“**SASREF**”), which has a design capacity of around 305,000 bpd, is a joint venture between Saudi Aramco (50 per cent.) and Shell International (50 per cent.), located in Jubail Industrial City. In addition to its oil refining operations, the plant also produces propylene, paraxylene and coke.
- Rabigh Refining and Petrochemical Company (“**PetroRabigh**”) is a public company in which Saudi Aramco holds an equity interest of 37.5 per cent., with Sumitomo Chemical holding 37.5 per cent. and the remainder of the shares having been traded on the Tadawul following the initial public offering of PetroRabigh in January 2008. The PetroRabigh complex is located in Rabigh on the Red Sea coast of Western Saudi Arabia, and processes 400,000 bpd of crude oil, 95 million cubic feet per day of ethane and 15,000 bpd of butane as primary feedstock to produce a variety of refined petroleum products and petrochemical products. The PetroRabigh facility is currently undergoing expansion in a second phase that will significantly increase the production capacity of the facility.
- Saudi Aramco Total Refining and Petrochemical Company (“**SATORP**”), which has a design capacity of around 400,000 bpd, is a joint venture between Saudi Aramco (62.5 per cent.) and TOTAL S.A. (37.5 per cent.) located in Jubail Industrial City.

- Yanbu Aramco Sinopec Refining Company (“**YASREF**”) is a joint venture between Saudi Aramco (62.5 per cent.) and Sinopec (37.5 per cent.), located in Yanbu Industrial City, and is a full-conversion 400,000 bpd refinery, designed to process Arabian Heavy crude oil from the Manifa field.

In addition to the above operational facilities, the Sadara Chemical Company (“**Sadara**”) refinery is currently under construction on the Arabian Gulf coast. Sadara is a joint venture between Saudi Aramco (65 per cent.) and The Dow Chemical Company (35 per cent.). Upon commencement of operations, Sadara is expected to be the world’s largest integrated chemicals complex ever built in a single phase, with the production capacity to produce more than three million tonnes of diversified specialty chemicals and plastics per year.

#### *International Joint Venture Refining Operations*

Outside Saudi Arabia, Saudi Aramco holds direct and indirect equity interests in various refining and marketing enterprises, each of which are described below.

- Motiva Enterprises LLC (“**Motiva**”) is a Houston-headquartered refining, distribution and marketing joint venture between a subsidiary of Saudi Aramco (50 per cent.) and an affiliate of Shell Oil Company (50 per cent.). Motiva is a leading refiner, distributor and marketer of fuels in the Eastern, Southern, and Gulf Coast regions of the United States. The combined refining capacity of Motiva’s three refineries is over 1.1 million bpd. In March 2016, the parties announced that they have entered into a non-binding letter of intent to divide the assets of Motiva Enterprises LLC.
- S-OIL Corporation is a South Korean oil refining and marketing company in which a subsidiary of Saudi Aramco holds a 63.4 per cent. stake. S-OIL Corporation owns and operates the Onsan Refinery in Ulsan, which has a capacity of 669,000 bpd, as well as other facilities producing petrochemicals and lube base oil.
- Showa Shell Sekiyu K.K. (“**Showa Shell**”) is a Japanese corporation in which a subsidiary of Saudi Aramco holds a 15.0 per cent. stake. Showa Shell is one of the largest refiners in Japan, owning three oil refineries with a combined capacity of approximately 445,000 bpd. Saudi Aramco supplies Arabian crude oil to all three facilities.
- Fujian Refining and Petrochemical Company Ltd. (“**FREP**”) is a joint venture between a subsidiary of Saudi Aramco (25 per cent.), ExxonMobil China Petrochemical Co. Ltd. (25 per cent.) and Fujian Petrochemical Co. Ltd (50 per cent.) located at the south coast of Fujian Province in the south-east coastal area of China. FREP owns and operates an integrated refinery designed to process Light Arabian crude oil with a total refining capacity of 240,000 barrels per day.
- Sinopec SenMei Petroleum Company Ltd. (“**SSPC**”) is a marketing joint venture between a subsidiary of Saudi Aramco (22.5 per cent.), ExxonMobil China Petrochemical Co. Ltd. (22.5 per cent.) and Sinopec (55 per cent.), and is the largest processed oil supplier in Fujian Province. SSPC is principally engaged in the wholesale, retail, storage, throughput and transport of processed oil, lubricant and other petroleum products.
- In April 2016, Saudi Aramco launched ARLANXEO, a joint venture between Saudi Aramco (50 per cent.) and LANXESS (50 per cent.), a German specialty chemicals company. The joint venture has been established to develop, produce, market, sell, and distribute performance polymers used by global tire and auto parts manufacturers, and in the construction and life science industries.

In addition to the above projects, Saudi Aramco reviews opportunities for downstream expansion on an ongoing basis, and has several projects under consideration, primarily in Asia.

## Supply and Distribution

The following table sets forth Saudi Arabia's exports of crude oil and refined products by destination for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

Destination:	Year ended 31 December									
	2015		2014		2013		2012		2011	
	Crude Oil	Refined Products	Crude Oil	Refined Products	Crude Oil	Refined Products	Crude Oil	Refined Products	Crude Oil	Refined Products
	(Million barrels)									
Asia and Far East . . . . .	1,669.6	211.3	1,610.0	200.3	1,670.8	182.5	1,669.6	178.5	1,633.2	180.3
North America . . . . .	434.6	—	456.7	4.7	532.5	—	521.0	0.6	479.3	1.7
Europe . . . . .	320.2	66.0	347.5	41.1	347.4	27.9	362.6	40.6	324.8	42.7
Middle East . . . . .	104.5	71.5	99.8	67.9	99.4	43.0	102.7	55.4	103.8	58.5
Africa . . . . .	53.7	71.3	69.7	41.7	81.0	33.4	79.1	34.9	61.8	35.7
South America . . . . .	25.4	1.5	25.1	4.8	29.1	3.0	25.0	4.5	27.3	9.4
Oceania . . . . .	6.5	—	2.1	—	3.2	—	5.8	1.1	4.4	1.0
<b>Total . . . . .</b>	<b>2,614.5</b>	<b>421.5</b>	<b>2,611.0</b>	<b>360.6</b>	<b>2,763.3</b>	<b>289.8</b>	<b>2,765.8</b>	<b>315.5</b>	<b>2,634.6</b>	<b>329.3</b>

Source: Ministry of Energy, Industry and Mineral Resources

For additional information regarding Saudi Arabia's oil and non-oil exports by value, see "Balance of Payment and Foreign Trade—Foreign Trade—Exports".

Saudi Arabia's crude oil exports by volume increased by 0.1 per cent. to 2,614.5 million barrels in the year ended 31 December 2015, compared to 2,611.0 million barrels in the year ended 31 December 2014. In contrast, Saudi Arabia's exports of refined products by volume increased by 16.9 per cent. to 421.5 million barrels in the year ended 31 December 2015, compared to 360.6 million barrels in the year ended 31 December 2014. The majority of Saudi Arabia's exports of crude oil and refined products is to countries in Asia and the Far East, which accounted for 63.9 per cent. of crude oil exports and 50.1 per cent. of refined products exports by volume in the year ended 31 December 2015. Countries in North America accounted for 16.6 per cent. of Saudi Arabia's crude oil exports and none of its refined products exports by volume in the year ended 31 December 2015; countries in Europe accounted for 12.2 per cent. of Saudi Arabia's crude oil exports and 15.7 per cent. of its refined products exports by volume in the year ended 31 December 2015; countries in the Middle East accounted for 4.0 per cent. of Saudi Arabia's crude oil exports and 17.0 per cent. of its refined products exports by volume in the year ended 31 December 2015; and African countries accounted for 2.1 per cent. of Saudi Arabia's crude oil exports and 16.9 per cent. of its refined products exports by volume in the year ended 31 December 2015.

Saudi Aramco Products Trading Company ("ATC"), Saudi Aramco's wholly-owned direct subsidiary for trading petroleum products, traded an average of more than 1.1 million bpd of refined petroleum products and 3,700 tonnes per day of chemical products. In 2015, ATC expanded its market presence and operations by entering new markets, increasing third-party trades, and reaching out directly to end-users for product sales and purchases.

## Pipelines and Terminals

Saudi Aramco operates a nationwide distribution network of pipelines, bulk plants, air refuelling sites, and terminals that deliver crude oil, natural gas liquids ("NGL"), natural gas and refined products throughout Saudi Arabia. Saudi Aramco's network of pipelines is 22,153 km in total length. Saudi Aramco has proposed plans to increase the capacity of its 1,200 km East-West Crude Oil Pipeline from five to seven million bpd. Saudi Aramco is also continuing construction work to increase supplies of natural gas to the central and western regions of Saudi Arabia through its master gas system. The first phase of expansion, which is expected to increase east-west capacity from 2.0 billion scfd to 2.6 billion scfd, was approximately 27 per cent. complete at the end of 2015. The overall project will add nearly 950 km of new pipelines to the network. The additional volumes of gas will reduce the need to burn liquids for industry and power generation, thereby helping to lower greenhouse gas emissions.

Saudi Aramco owns and operates Saudi Arabia's terminal system, which is used to ship or receive crude oil, NGL and refined products. Tank farms and shipping terminals enable supply to customers around the globe. Marine terminals are located at Ras Tanura, the world's largest crude oil shipping terminal, and Ju'aymah on the Arabian Gulf; and at Yanbu, Jeddah, Duba, Jazan and Rabigh on the Red Sea coast. These terminals are some of the busiest in the world, with 3,109 tankers calling to the terminal in 2015,

compared to 2,760 tankers in 2014. Since commencing its first terminal operations at Ras Tanura in 1939, Saudi Aramco has steadily expanded the capacity of its terminals, which now enable it to service its large fleet of crude oil and LPG tankers.

### *Shipping*

The Saudi Arabian oil transportation market is closely linked to Saudi Aramco's oil production and exports. A majority of Saudi Aramco's export volumes are sold on an FOB basis, whereby Saudi Aramco delivers the oil on board a vessel designated by the buyer. The remaining export volumes are sold on a CIF basis, whereby Saudi Aramco is required to arrange for the delivery of the oil to the port of destination. Until June 2014 the primary provider of shipping services for Saudi Aramco was Vela International Marine ("Vela"), a wholly-owned subsidiary of Saudi Aramco. In June 2014, Vela merged with Bahri, pursuant to which Saudi Aramco acquired a 20 per cent. shareholding in Bahri. The PIF holds an additional 22.55 per cent. of Bahri's shares, which are listed on the Tadawul.

### *Environment*

Given the relative size and importance of the hydrocarbon sector in Saudi Arabia's economy and its potential impact on the environment, Saudi Aramco, as the principal entity responsible for managing Saudi Arabia's oil and gas assets, places a high priority on its sustainable development policies as well as on environmental performance enhancements across Saudi Arabia's entire hydrocarbon sector. Saudi Aramco's commitment to environmental protection was first set forth in its first Environmental Protection Policy statement issued in 1963. Over the past five decades, this policy has evolved to ensure consistent alignment with national and international environmental regulations and industry best practices.

In 1998, Saudi Aramco launched a dedicated Environmental Protection Department (the "EPD"), with responsibility for providing comprehensive environmental leadership throughout Saudi Aramco's operations. The EPD has developed wide-ranging environmental engineering standards and procedures for use during the construction, operational and maintenance phases of Saudi Aramco's facilities, relying heavily on specific monitoring and inspection programs. The EPD administers several programmes to monitor compliance and facilitate enhancement of environmental performance, including its Air Quality and Meteorology Programme, Marine Environment Protection Programme, Groundwater Protection Programme, Water Conservation and Wastewater Management Programme, Environmental Health Programme and several other programmes utilising highly qualified and experienced professionals specialising in various environmental disciplines.

Saudi Aramco aims to be a global leader in protecting the environment. To achieve this vision, Saudi Aramco focuses on the following key objectives:

- *Compliance:* Saudi Aramco seeks to attain the highest level of compliance with environmental regulations/standards.
- *Performance:* Saudi Aramco seeks to enhance environmental performance through optimising its operations to conserve resources and minimise the environmental footprint of its operations.
- *Stewardship:* Saudi Aramco assumes a proactive role in enhancing environmental protection in Saudi Arabia, through pursuing initiatives to raise environmental awareness in the country and by championing environmental stewardship initiatives to conserve biodiversity and natural habitats.

Saudi Aramco has developed a comprehensive set of environmental standards aligned with Saudi Arabia's regulations, regional protocols and best industry practices and has integrated environmental protection throughout its operations. Saudi Aramco applies its standards from the early stages of a project's site selection and engineering designs, where environmental assessments are performed and pollution control systems are specified and integrated into the design and construction phases of each facility. Subsequently, after completing the construction phase and commencing operations, each facility is subjected to environmental surveillance throughout its operational life cycle. Environmental scrutiny in the form of monitoring programmes, periodical compliance assessments and environmental studies forms part of a comprehensive process aiming to identify environmental gaps as well as performance enhancement opportunities. Saudi Aramco regularly sets targets, identifies optimal solutions and tracks the implementation of solutions to attain environmental compliance and enhance the environmental performance of its facilities. The environmental performance of Saudi Aramco's business units is monitored, measured, and reported through the EPD's Facility Environmental Performance Programme, and Saudi Aramco's top-performing business units are awarded the President's Award for Environmental Excellence on an annual basis.

Another aspect of Saudi Aramco's environmental strategy is the Environmental Master Plan (the "EMP"), which provides a framework for attaining environmental objectives that require capital investment. The EMP currently includes 58 environmental capital projects aimed at achieving various environmental objectives, such as reducing emissions of air pollutants, maximising wastewater reuse and enhancing the quality of transportation fuels.

### ***Recent Developments***

In March 2017, a Royal Order was issued to reduce the income tax rates applicable to taxpayers operating in the oil and hydrocarbon sectors whose capital investments exceed SAR 225 billion (U.S.\$60 billion) from 85 per cent. to between 50 per cent. and 75 per cent., depending on the size of their capital investment. The revised tax structure became retroactively effective as of 1 January 2017.

### **Petrochemicals, Chemicals and Plastics**

The development of Saudi Arabia's petrochemicals, chemicals and plastics industry has been an important element of the Government's economic diversification programme. Petrochemicals are a fast-growing and increasingly important industry for Saudi Arabia, accounting for 15.1 per cent. of Saudi Arabia's total exports and 60.5 per cent. of non-oil exports in the year ended 31 December 2015. The expansion of Saudi Arabia's petrochemicals industry has been driven by competitive domestic energy costs, a ready supply of raw materials and the Government's support of industrial diversification through foreign investment. With increased investment and technological know-how, the petrochemicals industry in Saudi Arabia has undergone significant diversification from basic to more sophisticated products. Through a number of financial incentives and other supportive policies, the Government encourages industrial joint ventures and licensing technology, and has enabled the industry to move away from import substitution to actual growth in domestically manufactured products. In the meantime, Saudi Arabia's accession to the WTO in 2005 and its geographic position facilitates Saudi Arabia's access to the international markets, such as China, India, South Korea and the European Union, for the export of products produced by the petrochemicals industry. Each of the RCJY and the National Industrial Cluster Programme have contributed significantly to the development of the petrochemicals, chemicals and plastics sector and have helped the sector evolve from the production of basic products, such as industrial gasses and urea, to high-end, value add products, such as chlor-alkali, glycols and specialty plastics that are used in the manufacture of a wide variety of consumer products such as automobiles, home appliances and solar panels.

Since the vast majority of Saudi Arabia's basic petrochemicals are derived from natural gas and methane feedstock, the Government's commitment to expanding Saudi Arabia's natural gas infrastructure has enhanced its competitive advantage in the global petrochemical markets. The Saudi petrochemicals sector is dominated by SABIC, which is 70 per cent. owned by the Government and was the world's fifth largest chemicals company in 2015, according to ICIS Chemical Business, which compiles market data for the global chemical, energy and fertiliser industries. The private sector also contributes to Saudi Arabia's petrochemicals sector, both in partnership with SABIC and, more recently, on its own. Joint venture partnerships, such as the Saudi Acrylic Polymers Company (SAPCO) and Sahara Petrochemicals Company, between Saudi companies and U.S., European, and Asian counterparts are playing an increasing role in the growth of the upstream and downstream petrochemicals industry in Saudi Arabia.

The Government continues to be supportive of the expansion of the petrochemicals, chemicals and plastics industry, and one key project that is currently under construction in Jubail Industrial City is the Sadara chemical complex, a joint venture of Saudi Aramco (see "*Oil and Gas—Refining and Marketing*" above). Once completed, Sadara is expected to be the world's largest integrated chemicals complex ever built in a single phase, with the production capacity to produce more than three million tonnes of diversified chemicals and plastics per year.

### ***Saudi Basic Industries Corporation***

SABIC was established by the Government in 1976 in order to utilise the hydrocarbon gases associated with its oil production as the principal feedstock for the production of petrochemicals. SABIC is now the largest public company in Saudi Arabia and is ranked as the world's fourth largest diversified chemicals company by revenue and the third largest by market capitalisation, according to Forbes. The PIF owns 70 per cent. of SABIC's shares, with the remaining 30 per cent. held by certain institutions (among which are the GOSI and the PPA, each of which is controlled by the Government) and private investors. SABIC's shares are listed on the Tadawul.

In the year ended 31 December 2016, SABIC's total production was 72.7 million tonnes, which comprised 59 million tonnes, or 81.2 per cent., produced by its petrochemicals division, 8 million tonnes, or 11 per cent., produced by its agri-nutrients division, 5.4 million tonnes, or 7.4 per cent., produced by its metals division and 0.3 million tonnes, or 0.4 per cent., produced by its special products division, compared to a total production of 70.4 million tonnes in the year ended 31 December 2015, which comprised 57 million tonnes, or 81 per cent., produced by its petrochemicals division, 7.3 million tonnes, or 10.4 per cent., produced by its agri-nutrients division, 5.8 million tonnes, or 8.2 per cent., produced by its metals division and 0.3 million tonnes, or 0.4 per cent., produced by its special products division.

SABIC had total assets of U.S.\$84.5 billion as at 31 December 2016, compared to total assets of U.S.\$87.5 billion and U.S.\$90.7 billion as at 31 December 2015 and 2014, respectively. SABIC's net income was U.S.\$4.8 billion and its sales were U.S.\$35.4 billion in the year ended 31 December 2016, compared to net income of U.S.\$5.0 billion and U.S.\$6.2 billion and sales of U.S.\$39.5 billion and U.S.\$50.2 billion in the years ended 31 December 2015 and 2014, respectively. In the year ended 31 December 2016, SABIC increased its production and sales volume by 3.3 per cent. and 1.9 per cent., respectively, compared to an increase of 1.0 per cent. and 4.0 per cent., respectively, in the year ended 31 December 2015. The declines in SABIC's net income and sales in the years ended 31 December 2016 and 2015 were principally due to declines in prevailing oil and gas prices, each of which are used as a feedstock for the production of petrochemicals, as well as a decline in the global prices of other commodities.

SABIC operates in more than 50 countries across the world and has 64 world-class manufacturing and compounding plants in locations across the Middle East, Asia, Europe and the Americas, with a global workforce of approximately 40,000 individuals. SABIC's principal corporate offices and headquarters are in Riyadh, with major industrial operations in Jubail Industrial City and Yanbu Industrial City. SABIC has interests in 35 affiliated companies, which range from full ownership to significant partial participation. The following table sets forth details of SABIC's manufacturing subsidiaries, affiliates and associated companies as at 31 December 2016.

<u>Name of Company</u>	<u>Location</u>	<u>Products</u>	<u>Ownership (%)</u>
SABIC Luxemburg (SARL) and Subsidiaries . . . . .	Europe, USA, Asia	Petrochemicals, Hydrocarbons, Innovative Plastics, Polymers, Chemicals	100.0
SABIC Industrial Investments and Subsidiaries . . . . .	Saudi Arabia	Metal, Petrochemicals, Chemicals, Filterlizers	100.0
SABIC Sukuk (Sukuk) . . . . .	Saudi Arabia	Sukuk Management	100.0
Saudi Carbon Fiber Company (SCFC) . . . . .	Saudi Arabia	Carbon Fiber, Acrylic Fiber	100.0
SABIC for Industrial Catalysts (SABICAT) . . . . .	Saudi Arabia	Polymers Catalysts, Methanol	100.0
SABIC Supply Services Ltd. . . . .	Saudi Arabia	Supply Services	100.0
Saudi Iron and Steel Co. (Hadeed) . . . . .	Saudi Arabia	Metals	100.0
Arabian Petrochemical Co. (Petrokemya) . . . . .	Saudi Arabia	Chemicals, Polymers, Innovative Plastics	100.0
Saudi European Petrochemical Co. (Ibn Zahr) . . . . .	Saudi Arabia	Chemicals, Polymers	80.0
Jubail United Petrochemical Co. (United) . . . . .	Saudi Arabia	Chemicals, Polymers	75.0
National Chemical Fertilizer Co. (Ibn Al-Baytar) . . . . .	Saudi Arabia	Agri-Nutrients	71.5
National Industrial Gases Co. (Gas) . . . . .	Saudi Arabia	Chemicals	70.0
Yanbu National Petrochemical Co. (Yansab) . . . . .	Saudi Arabia	Chemicals, Polymers	51.0
National Methanol Co. (Ibn Sina) . . . . .	Saudi Arabia	Chemicals	50.0
Al-Jubail Petrochemical Co. (Kemya) . . . . .	Saudi Arabia	Chemicals, Polymers	50.0
Saudi Petrochemical Co. (Sadaf) . . . . .	Saudi Arabia	Chemicals	50.0
Saudi Methyl Acrylate Co. (SAMAC) . . . . .	Saudi Arabia	Chemicals, Polymers	50.0
SINOPEC SABIC Tianjin Petrochemical Co. Ltd. . . . .	China	Chemicals, Polymers	50.0
Al-Jubail Fertilizer Co. (Al-Bayroni) . . . . .	Saudi Arabia	Chemicals, Agri-Nutrients	50.0
Saudi Methanol Co. (Ar-Razi) . . . . .	Saudi Arabia	Chemicals	50.0
Eastern Petrochemical Co. (Sharq) . . . . .	Saudi Arabia	Chemicals, Polymers	50.0
Saudi Japanese Acrylonitrile Co. (Shrouq) . . . . .	Saudi Arabia	Chemicals	50.0
Saudi Organometallic Chemicals Co. (SOCC) . . . . .	Saudi Arabia	Polymers	50.0
SABIC SK Nexelene Co. (SSNC) . . . . .	Singapore	Polymers	50.0
Saudi Yanbu Petrochemical Co. (Yanpet) . . . . .	Saudi Arabia	Chemicals, Polymers	50.0
Arabian Industrial Fibers Co. (Ibn Rushd) . . . . .	Saudi Arabia	Chemicals, Polymers	48.0
Saudi Arabian Fertilizer Co. (SAFCO) . . . . .	Saudi Arabia	Agri-Nutrients	43.0
Saudi Kayan Petrochemical Co. (Saudi Kayan) . . . . .	Saudi Arabia	Chemicals, Polymers, Innovative Plastics	35.0
Gulf Petrochemical Industries Co. (GPIC) . . . . .	Bahrain	Chemicals, Agri-Nutrients	33.3
Gulf Aluminum Rolling Mill Co. (GARMCO) . . . . .	Bahrain	Metals	30.4
Ma'aden Phosphate Company . . . . .	Saudi Arabia	Agri-Nutrients	30.0
Marafiq Electricity and Water in Jubail and Yunbu (MARAFIQ) . . . . .	Bahrain	Cooling, Desalination	24.8
Aluminium Bahrain (ALBA) . . . . .	Bahrain	Metals	20.6
National Chemical Transport Company . . . . .	Saudi Arabia	Petrochemicals Carriers	20.0
Ma'aden Wa'ad Al Shamal Phosphate Company . . . . .	Saudi Arabia	Agri-Nutrients	15.0

Source: SABIC

SABIC has developed “SABIC 2025”, a corporate strategy that focuses on increasing SABIC’s market share and competitiveness; transforming SABIC towards a more global, integrated, differentiated and market-facing organisation; forming strong partnerships to enhance worldwide strength and reach; investing in innovation; and advancing Saudi Arabia’s industrialisation and economic diversification.

A strong focus on technology and innovation has contributed to SABIC’s position as one of the world’s largest diversified chemical companies. SABIC has 19 dedicated technology and innovation facilities in Saudi Arabia, the USA, the Netherlands, Spain, Japan, China, India, and South Korea. In the year ended 31 December 2015, SABIC’s total patents and patent applications increased to 10,960.

SABIC’s business is grouped into five key strategic business units, as follows:

- **Chemicals:** This is SABIC’s largest business unit, accounting for over 60 per cent. of SABIC’s total production. The key chemicals produced by SABIC include: (i) olefins, which are used in the manufacture of virtually all consumer products made with chemicals or plastics; (ii) linear alpha olefins, which form components of co-monomers, alcohols, lubricants, surfactants and other intermediate chemicals; (iii) oxygenates, which principally comprise alcohols and ethers; (iv) oxo-alcohols, which are used in the manufacture of plasticisers used in wire and cables, automotive applications, building and construction, hoses and flooring, and as diesel fuel additives, lubricant oil additives, adhesives, coatings, pharmaceuticals, personal care, crop protection and mining applications; (v) industrial gases, which are used in industrial processes and are principally supplied to SABIC affiliates; (vi) aromatics, which form the basis of commodity chemicals used in the production of items such as clothing, paints and packaging; (vii) chlor-alkalis, which are used to make a wide range of materials for everyday essentials such as detergents and polyvinylchloride (“PVC”); (viii) ethylene glycols, which are used in the manufacture of antifreeze, detergents, paints, polyols, polyurethane, brake fluids, oil and gas treatment and polyester for textile and polyethylene terephthalate (PET); (ix) ethanolamines, which are used as surfactants, crop care, water treatment, gas purification, metal corrosion inhibitors and chemical constructions; and (x) oleochemicals, which are derived from natural sources such as palm kernel oil (analogous to petrochemicals derived from petroleum).
- **Polymers:** The key polymers produced by SABIC include: (i) polyolefins, a family of polymers derived from ethylene and propylene, which form tough, flexible plastics with a large variety of uses and which make up the highest volume of thermoplastic products in the world; (ii) polystyrene (PS), polyvinylchloride (PVC) and polyethylene terephthalate (PET), which are used in a wide variety of consumer, commercial and industrial products; (iii) advanced plastics such as polyoxymethylene (POM), which is used for high-tech applications that requires precision and durability and polymethyl methacrylate (PMMA), which has a wide range of applications in different segments such as automotive, industrial, building and construction, electrical, and appliances; (iv) engineering thermoplastics, such as polycarbonate (PC), polybutylene terephthalate (PBT) an acrylonitrile butadiene styrene (ABS) for applications that require a combination of high strength, stiffness and ductility; and (v) synthetic rubbers, such as polybutadiene rubber (BR) and ethylene propylene diene rubber (EPDM), which provide a unique set of elastomeric properties such as high elongation, excellent flexibility, improved tensile properties, and tear resistance to the end-products.
- **Specialties:** SABIC’s specialties business unit comprises specialised innovative plastics whose production requires advanced technology.
- **Agri-Nutrients:** The key agri-nutrients produced by SABIC include: (i) urea, which is the most popular and economical of all nitrogen-based fertilisers used worldwide, and is also a raw material for industrial products, including melamine; and (ii) ammonia, which is the chief raw ingredient in the production of urea and other fertiliser products, and which is important as a raw material in a number of industrial applications, such as the manufacture of synthetic materials.
- **Metals:** SABIC’s metals business unit is represented by Saudi Iron and Steel Company (“Hadeed”), which is wholly-owned by SABIC. Hadeed is one of the world’s largest fully-integrated steel producers, with an annual production capacity of 3.3 million tonnes of long steel products (which include reinforcing bar, rebar-in-coil, wire rod coils, light sections and steel billets) and 2.2 million tonnes of flat steel products (which include hot rolled, cold rolled, galvanised and colour coated products and steel slabs).

### **Mining and Quarrying**

The soil in Saudi Arabia is a source of precious and basic minerals such as gold, silver, copper, zinc, chromium, manganese, tungsten, lead, tin, aluminium and iron. Development of the mining sector

occupies a prominent position in the Government's programme of diversification away from hydrocarbons and is an area of focus for Vision 2030 with specific targets having been assigned to the Ministry of Energy, Industry and Mineral Resources in this regard.

Based on preliminary figures for 2016, mining and quarrying activities (excluding oil and gas activities) accounted for SAR 11.1 billion (U.S.\$3.0 billion), or 0.5 per cent., of Saudi Arabia's nominal GDP in the year ended 31 December 2016, compared to SAR 11.2 billion (U.S.\$3.0 billion), or 0.5 per cent., of Saudi Arabia's nominal GDP in the year ended 31 December 2015. Mining and quarrying activities (excluding oil and gas activities) decreased by 2.9 per cent. in real terms in the year ended 31 December 2016, following growth of 4.1 per cent., 2.9 per cent., 3.2 per cent., 4.1 per cent. and 4.3 per cent. in real terms in the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively, which was principally due to expansion of Ma'aden's mining operations (see "*Saudi Arabian Mining Company*" below).

The Ministry of Energy, Industry and Mineral Resources supervises mining activities in Saudi Arabia. It encourages investments in the mining sector, provides services and consultations to support mining, and issues mining licences and concessions. In the year ended 31 December 2015, the total quantities extracted from mineral ores in Saudi Arabia, including limestone, silica sand, clay, feldspar, industrial marble, iron sand, kaolin and gypsum, amounted to 449.0 million tonnes, compared to 429.0 million tonnes in the year ended 31 December 2014.

The following table sets forth details of the production of selected minerals and mineral ores in Saudi Arabia for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December				
	2015 <sup>(1)</sup>	2014	2013	2012	2011
Gold (kg) . . . . .	5,078	4,366	4,655	5,215	4,612
Silver (kg) . . . . .	5,530	4,888	4,158	—	5,839
Copper (tonnes) . . . . .	56,126	43,390	20,380	17,639	1,954
Zinc (tonnes) . . . . .	375,513	41,804	26,293	21,213	4,934
Bauxite (thousand tonnes) . . . . .	1,148	1,096	1,044	—	—
Phosphate (thousand tonnes) . . . . .	2,002	1,911	1,820	1,534	—

Source: GASTAT

Note:

(1) Estimated figures.

### ***Saudi Arabian Mining Company***

Ma'aden was established by the Government in 1997 for the purpose of facilitating the exploration and development of Saudi Arabia's mineral resources. Ma'aden is now the leading mining and metals company in Saudi Arabia, with a diverse portfolio of mineral assets in operation and at various stages of development. In 2016, Ma'aden was ranked number 10 among global mining and metals companies in terms of market capitalisation, according to an annual review of the mining industry published by PricewaterhouseCoopers. Ma'aden has globally significant phosphate fertiliser operations that continue to grow, operates the world's largest vertically integrated aluminium complex in the world, and has gold, copper and other mineral operations. Ma'aden conducts its business through a number of subsidiaries and joint ventures, including joint ventures with SABIC, The Mosaic Company, a leading U.S. based fertiliser company, Alcoa Inc., a leading U.S. based metals and manufacturing company, and Barrick Gold Corporation, one of the largest gold mining companies in the world.

Ma'aden has developed "Ma'aden 2022", a strategy that focuses on growth, sustainability and profitability with the goal of making Ma'aden one of the top producers in each of the key segments in which it operates.

The PIF owns 50 per cent. of Ma'aden's shares, with the remaining 50 per cent. held by certain institutions (among which are the GOSI and the PPA, each of which is controlled by the Government) and private investors. Ma'aden's shares are listed on the Tadawul. The current chairman of the board of directors of Ma'aden is the incumbent Minister for Energy, Industry and Mineral Resources. Ma'aden had total assets of SAR 97.1 billion (U.S.\$25.9 billion), revenues of SAR 9.5 billion (U.S.\$2.5 billion) and net income attributable to shareholders of the parent company of SAR 400.6 million (U.S.\$106.8 million) in the year ended 31 December 2016, compared to total assets of SAR 89.4 billion (U.S.\$23.8 billion), revenues of SAR 11.0 billion (U.S.\$2.9 billion) and net income attributable to shareholders of the parent company of SAR 605.2 million (U.S.\$161.3 million) in the year ended 31 December 2015.



Ma'aden is organised into three main business units: (i) phosphate and industrial minerals; (ii) aluminium; and (iii) precious and base metals. The following table sets forth details of Ma'aden's subsidiaries and joint venture companies as at 31 December 2016.

<u>Name of Company</u>	<u>Headquarters</u>	<u>Products</u>	<u>Ownership (%)</u>
Ma'aden Gold and Base Metals Company . . . . .	Riyadh	Gold, zinc, copper, silver and lead	100.0
Ma'aden Infrastructure Company . . . . .	Riyadh	Infrastructure services and housing	100.0
Industrial Minerals Company . . . . .	Riyadh	Bauxite, kaolin, caustic calcined magnesia	100.0
Ma'aden Aluminium Company . . . . .	Ras Al Khair	Aluminium ingots, T-bars and slabs	74.9
Ma'aden Rolling Company. . . . .	Ras Al Khair	Billets and aluminium sheets	74.9
Ma'aden Bauxite and Alumina Company . . . . .	Ras Al Khair	Aluminium ingots	74.9
Ma'aden Phosphate Company . . . . .	Ras Al Khair	Fertilisers, sulphuric and phosphoric acids and ammonia	70.0
Ma'aden Wa'ad Al-Shamal Phosphate Company . . .	Wa'ad Al-Shamal	Fertilisers, sulphuric and phosphoric acids and ammonia (including downstream products)	60.0
Sahara and Ma'aden Petrochemical Company . . . . .	Jubail	Ethylene dichloride chlorine and caustic soda	50.0
Ma'aden Barrick Copper Company . . . . .	Al Madinah Al Munawarah	Copper, silver, zinc, nickel, gold, lead, sulphur and cobalt	50.0

Source: Ma'aden

### *Phosphate and Industrial Minerals*

Ma'aden's phosphate and industrial minerals business unit contributed 44.2 per cent. to its total revenues in the year ended 31 December 2016, compared to 50.1 per cent. in the year ended 31 December 2015.

Ma'aden produces two of the most widely-used phosphate fertilisers in modern agriculture, di-ammonium phosphate ("DAP") and mono-ammonium phosphate ("MAP"). Ma'aden's phosphate operations are currently carried out through Ma'aden Phosphate Company ("MPC"), a joint venture limited liability company between Ma'aden (70 per cent.) and SABIC (30 per cent.). MPC is a vertically integrated manufacturer of phosphate-based fertilisers, ammonia, sulphuric acid and phosphoric acid. In the year ended 31 December 2016, Ma'aden produced 2.72 million tonnes of DAP and MAP and 1.23 million tonnes of ammonia, compared to 2.66 million tonnes of DAP and MAP and 1.07 million tonnes of ammonia in the year ended 31 December 2015 and 2.30 million tonnes of DAP and MAP and 1.14 million tonnes of ammonia, in the year ended 31 December 2014.

Ma'aden currently markets approximately 70 per cent. of MPC's production from two major sites: (i) Al-Jalamid, located in the north of Saudi Arabia, where MPC's phosphate mine and ore beneficiation plant is located; and (ii) Ras Al Khair in the Eastern Province, which houses an integrated plant for the production of fertilisers and chemicals. The Al-Jalamid mine produces approximately 11.6 mtpy of phosphate ore, which undergoes a beneficiation process in the plant to produce nearly 5 mtpy of beneficiated ore. Phosphate concentrates are transported by rail and road from Al-Jalamid to Ras Al Khair for the production of phosphate fertilisers at MPC's facilities, which include a phosphoric acid plant, a sulphuric acid plant, an ammonia plant, a DAP plant and a desalination plant.

MPC represents the first phase of the development of a phosphate industry in Saudi Arabia—the second phase is represented by the Ma'aden Wa'ad Al Shamal Project ("MWSP"), a joint venture between Ma'aden (60 per cent.), SABIC (15 per cent.) and the Mosaic Company (25 per cent.), which is expected to double Ma'aden's volume of phosphate fertiliser production as well as introducing new products. MWSP's mine and downstream plants are located at Umm Wu'al near Turaif in the Northern Border Province of Saudi Arabia and its ammonia, DAP, MAP and NPK fertiliser granulation plants are being built in Ras Al Khair. MWSP is expected to commence operations in phases during 2017 and, once completed, is expected to have an annual production capacity of approximately 2.9 mtpy of DAP, MAP and NPK.

Ma'aden's industrial mineral operations are carried out through Industrial Minerals Company ("IMC"), a wholly-owned subsidiary of Ma'aden. IMC's industrial mineral operations comprise a kaolin and low-grade bauxite mine in Az-Zabirah at Hali Province, a magnesite mine at Al-Ghazalah and a processing plant at Al-Medina Industrial City. These activities allow Ma'aden to produce low-grade bauxite, caustic calcined magnesia and kaolin. In the year ended 31 December 2016, Ma'aden produced 510 thousand tonnes of

low-grade bauxite, 26 thousand tonnes of caustic calcined magnesia and 75 thousand tonnes of kaolin, compared to 797 thousand tonnes and 1,086 thousand tonnes of low-grade bauxite, 37 thousand tonnes and 36 thousand tonnes of caustic calcined magnesia and 120 thousand tonnes and 83 thousand tonnes of kaolin, in the years ended 31 December 2015 and 2014, respectively.

### *Aluminium*

Ma'aden's aluminium business unit contributed 44.7 per cent. to its total revenues in the year ended 31 December 2016, compared to 43.5 per cent. in the year ended 31 December 2015. Ma'aden's aluminium operations are carried out through Ma'aden Bauxite and Alumina Company, Ma'aden Aluminium Company ("MAC") and Ma'aden Rolling Company, joint venture projects in each case between Ma'aden (74.9 per cent.) and Alcoa Inc. (25.1 per cent.). Ma'aden's aluminium operations comprise the largest vertically integrated aluminium complex in the world. It uses Saudi Arabia's bauxite resources to produce aluminium for domestic and international markets as well as to facilitate the development of domestic downstream industries in Saudi Arabia.

Ma'aden's aluminium operations comprise a bauxite mine and ore crushing and handling facilities at Al-Ba'itha in Qassim Province, and an alumina refinery, aluminium smelter and rolling mill at Ras Al Khair, which produce aluminium ingots, t-bars, slabs, billets and aluminium sheets. The alumina refinery in Ras Al Khair processes the bauxite transported by Government rail services from Ma'aden's aluminium mine at Al Ba'itha, which is located about 600 km away from the integrated production complex in Ras Al Khair. Ma'aden's smelter commenced commercial production in 2014, and its refinery and rolling mill each commenced trial production in 2014. Ma'aden's complex also includes an aluminium can reclamation facility, which is the largest beverage can recycling facility in the MENA region.

In the year ended 31 December 2015, Ma'aden produced 846 thousand tonnes of alumina, compared to 23 thousand tonnes in the year ended 31 December 2014, with such increase being principally attributable to 2014 being the first year of operation of the alumina refinery. In the year ended 31 December 2015, Ma'aden produced 839 thousand tonnes of primary aluminium, compared to 662 thousand tonnes in the year ended 31 December 2014. Ma'aden also produced 59 thousand tonnes of flat rolled product in the year ended 31 December 2015, being the first year of production thereof.

MAC is party to a joint venture with Sahara Petrochemical Company, known as Sahara and Ma'aden Petrochemicals Company ("SAMAPCO"), which specialises in producing the caustic soda that goes into the aluminium refinery as feedstock. The SAMAPCO plant, based in Jubail Industrial City, also produces ethylene dichloride as a by-product of caustic soda output.

### *Precious and Base Metals*

Ma'aden's precious and base metals business unit contributed 11.0 per cent. to its total revenues in the year ended 31 December 2016, compared to 6.4 per cent. in the year ended 31 December 2015. Ma'aden's gold and base metals business is carried out through Ma'aden Gold and Base Metals Company ("MGBM"), a wholly-owned subsidiary of Ma'aden.

MGBM operates six gold mines in Saudi Arabia (Mahd Ad Dhahab, Al Amar, Bulghah, Sukhaybarat, As Suq and Ad Duwayhi). In the year ended 31 December 2016, Ma'aden produced 255 thousand ounces of gold, compared to 164 thousand ounces and 154 thousand ounces in the years ended 31 December 2015 and 2014, respectively. MGBM is also developing a new gold province in the Central Arabian Gold Region, which is part of a geological area known as the 'Arabian Shield' and comprises the operational areas of Northern, Central and Southern Arabian Gold regions, and is carrying out an extensive precious and base metals exploration development programme in Saudi Arabia.

In 2014, Ma'aden established a joint venture with Barrick Gold Corporation, known as Ma'aden Barrick Copper Company ("MBCC"). MBCC's new copper mine in Jabal Sayid commenced commercial operations in 2016. Once fully operational, Ma'aden expects MBCC's mine to produce over 45,000 tonnes of copper in concentrate per year.

### **Government Services**

Government services activities accounted for SAR 475.1 billion (U.S.\$126.7 billion), or 19.4 per cent., of Saudi Arabia's nominal GDP in the year ended 31 December 2015. Government services activities demonstrated growth of 2.3 per cent., 3.3 per cent., 4.9 per cent., 5.3 per cent. and 7.9 per cent. in real terms in the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

The growth in government services activities during the periods under review was due to both an increase in the number of Government employees and an increase in development expenditure incurred by the Government in accordance with the implementation of its Development Plans.

### **Finance, Insurance, Real Estate and Business Services**

Finance, insurance, real estate and business services activities accounted for SAR 310.4 billion (U.S.\$82.8 billion), or 12.7 per cent., of Saudi Arabia's nominal GDP in the year ended 31 December 2015. Finance, insurance, real estate and business services activities demonstrated growth of 2.4 per cent., 3.3 per cent., 9.2 per cent., 7.5 per cent. and 1.8 per cent. in real terms in the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

#### ***Banking and Finance***

The banking sector is the largest segment of the Saudi financial system, with the total assets of commercial banking institutions in Saudi Arabia being equivalent to 90.4 per cent. of nominal GDP in the year ended 31 December 2015. Banks in Saudi Arabia are well capitalised, profitable and liquid, and the external exposure of the banking sector is also limited in terms of both external lending and borrowing. As at 31 December 2015, there were 24 commercial banks operating in Saudi Arabia, of which 12 were incorporated in Saudi Arabia. Of the 12 operating banks not incorporated in Saudi Arabia, five are branches of banks based in countries of the GCC other than Saudi Arabia and the remaining seven are international banks. SAMA, the central bank of Saudi Arabia, acts as the regulator for local and foreign banking businesses.

See "*Monetary and Financial System*" for further discussion of Saudi Arabia's banking sector.

#### ***Insurance***

The insurance sector in Saudi Arabia is regulated and supervised by SAMA, although the Council of Cooperative Health Insurance is also responsible for supervising medical insurance companies' compliance with the Cooperative Health Insurance Law. As at 31 December 2015, the insurance sector comprised 35 insurance companies, each of which are publicly listed joint stock companies whose shares are listed on the Tadawul. There exists significant concentration in the insurance market, with the top eight insurance companies generating 69.6 per cent. of the aggregate gross written premiums ("GWP") generated by the insurance sector during the year ended 31 December 2015. The total number of employees in the insurance sector in Saudi Arabia was 9,682 as at 31 December 2015, of which 59 per cent. were Saudi nationals.

In the year ended 31 December 2015, Saudi Arabia's insurance market witnessed significant growth, with GWP reaching SAR 36.5 billion (U.S.\$9.7 billion) from SAR 30.5 billion (U.S.\$8.1 billion) in the year ended 31 December 2014, representing an increase of 19.7 per cent. as compared to a growth rate of 20.8 per cent. in the year ended 31 December 2014. This increase was principally attributable to growing awareness of the importance of insurance and favourable economic conditions during the year, as well as compulsory motor insurance and cooperative health insurance.

Health insurance GWP represented 52 per cent. of the aggregate GWP in the year ended 31 December 2015, an increase of 20.3 per cent. to SAR 18.9 billion (U.S.\$5.0 billion) compared to SAR 15.7 billion (U.S.\$4.2 billion) in the year ended 31 December 2014.

General insurance GWP represented 45 per cent. of the aggregate GWP in the year ended 31 December 2015, an increase of 19 per cent. to SAR 16.5 billion (U.S.\$4.4 billion) compared to SAR 13.9 billion (U.S.\$3.7 billion) in the year ended 31 December 2014. Motor insurance accounted for 65 per cent. of the general insurance GWP in the year ended 31 December 2015 and increased from SAR 8 billion (U.S.\$2.1 billion) in the year ended 31 December 2014 to SAR 10.8 billion (U.S.\$2.9 billion) in the year ended 31 December 2015.

Protection and savings insurance GWP represented 3 per cent. of the aggregate GWP in the year ended 31 December 2015, an increase of 14.5 per cent. to SAR 1.04 billion (U.S.\$0.27 billion) as compared to SAR 904 million (U.S.\$241.0 million) in the year ended 31 December 2014.

During the year ended 31 December 2015, health insurance and motor insurance (which forms a part of the 'general insurance' category) GWP represented, on a combined basis, 81.6 per cent. of the aggregate

GWP, with the remaining GWP being attributable to other forms of insurance (such as property/fire, engineering, accident and liability, marine, energy and aviation).

The total number of insurance policies written increased to 8.1 million in the year ended 31 December 2015 as compared to 6.5 million in the year ended 31 December 2014.

### ***Real Estate***

The Saudi real estate sector has grown steadily in recent years, benefiting from growing demand for residential and commercial properties as a result of the increasing population, changing demographics, the growing hotel and tourism industry and higher personal disposable income. The real estate sector in Saudi Arabia, including the housing market, which is a large part of the real estate sector, is driven by a strong and growing economy as well as favourable demographic fundamentals. Despite the significant decline in oil prices since mid-2014, continued growth in other sectors of the economy is likely to drive continued growth in real estate development.

In recent decades, growth in Saudi Arabia's housing market has been driven by rapid population growth, a young demographic profile, an accelerating rate of urbanisation, rising per capita income, upgrading requirements of existing houses, as well as favourable financing facilities extended by the Government-funded REDF, a fund sponsored by the Government and established to provide loans to individuals and institutions in connection with real estate projects. The loans provided by REDF are interest-free and are generally repayable over 25 years. The REDF also provides interest-free loans to investors in order to encourage them to build residential units for the purpose of investment.

Saudi Arabia currently faces a shortage in the housing sector, particularly in the low-to-mid income levels. Estimates based on applications to the Ministry of Housing and the REDF indicate that the shortage of affordable housing for Saudi citizens is approximately 1.47 million homes. The reasons for the constraints in the housing market include the high cost of land in certain urban areas (in Riyadh, for example, land can constitute as much as 50 per cent. of the cost of a housing unit) as well as challenges faced by potential buyers, particularly private-sector workers who are viewed as higher-risk borrowers, in obtaining mortgages. In February 2016, SAMA increased the limit on real estate financing provided by real estate financing companies from 70 per cent. to 85 per cent. of the value of a home (effectively reducing the minimum required downpayment on a home from 30 per cent. to 15 per cent.), and in January 2017, SAMA correspondingly increased the limit on real estate financing provided by banks, on the basis that the previous requirement had resulted in a market slowdown and was prohibitive to many low- to middle-income Saudi nationals.

The REDF has launched several financing programmes to help Saudi nationals own homes, including the Additional Financing Programme, the Accelerated Loan Programme and the *Dhamin* ('guarantor') Programme. The Additional Financing Programme allows private banks to collaborate with the REDF to provide additional financing to Saudi nationals that have been approved for the REDF loan. The Accelerated Loan Programme allows private banks to issue home loans to applicants on the REDF's waiting list at fixed and competitive profit rates, with REDF subsequently repaying the loan and allowing the customer to repay REDF over a specified period of time. The *Dhamin* Programme provides buyers with an additional source of financing by allowing REDF to guarantee the financing provided by banks to prospective home owners.

Another recent development in the housing sector is the establishment of *Bidaya* ('beginning') Home Finance, a real estate financing company established in 2015 and licensed by SAMA that offers a number of home financing products to middle-income home buyers across Saudi Arabia. *Bidaya* enables home ownership by requiring its clients to make a down payment of only 15 per cent. of the purchase price of the relevant property while the remaining amount is financed by *Bidaya* at a modest rate of profit. *Bidaya* is sponsored by the PIF, which holds 22 per cent. of its shares, as well as the Islamic Corporation for the Development of the Private Sector, which holds 22.66 per cent. of its shares, along with other organisations committed to the enablement of home ownership.

The Ministry of Housing has also launched several initiatives to enhance the Kingdom's housing sector, including the *Wafi* Programme, the Housing Public-Private Partnership Programme and the *Ejar* Programme. The *Wafi* Programme enables individuals to purchase off-plan houses while providing real estate developers with financing solutions. The Housing Public-Private Partnership Programme establishes partnerships between the Government and local as well as international real estate developers with the aim of increasing the housing capacity in the Kingdom and enhancing its quality. The *Ejar* Programme

establishes an online platform which is linked to SAMA's SADAD system and which is intended to protect the rights of all parties in a rental relationship (i.e., lessor, lessee and broker) through, among other things, issuance of a binding electronic contract.

In 2012, the Council of Ministers issued five laws which collectively comprise the real estate financing laws in Saudi Arabia: (i) the Real Estate Financing Law; (ii) the Financial Leasing Law; (iii) the Supervision of Finance Companies Law; (iv) the Execution Law; and (v) the Registered Real Estate Mortgage Law. The Real Estate Financing Law requires a real estate financing company to obtain a special licence from SAMA permitting it to engage only in real estate financing activities. According to the Supervision of Finance Companies Law, a real estate financing company may not engage in other types of financing activities. These laws were introduced to positively impact the home financing market in Saudi Arabia (particularly among the middle-income market segment), increasing access to, and the availability of, home financing options.

The Council of Ministers has recently approved a tax on vacant land in various municipalities across Saudi Arabia. This tax, along with a tax on high-end properties, is intended to discourage investment in land solely for capital appreciation purposes and to discourage speculative buying of land. It is intended that the new law will encourage expenditure on low- and middle-income housing and increase residential development. At a rate of 2.5 per cent., the 'white land' tax will be applied in stages to undeveloped land plots of over 10,000 square metres, located within areas specified by the Ministry of Housing. This tax is expected to take effect during the course of 2017, following the conclusion of the current registration phase.

The provision of affordable housing to Saudi citizens is one of the stated goals of Vision 2030 and NTP 2020 and, in addition to those described above, several other measures are in the process of being introduced to help achieve this goal.

### **Wholesale and Retail Trade, Restaurants and Hotels**

Wholesale and retail trade, restaurants and hotels activities accounted for SAR 278.0 billion (U.S.\$74.1 billion), or 11.4 per cent., of Saudi Arabia's nominal GDP in the year ended 31 December 2015. Wholesale and retail trade, restaurants and hotels activities demonstrated growth of 2.8 per cent., 6.0 per cent., 6.6 per cent., 6.0 per cent. and 7.9 per cent. in real terms in the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively, which was principally due to population growth and rising household and disposable income, as well as the Government's efforts to strengthen the tourism sector.

#### ***Wholesale and Retail Trade***

The wholesale and retail trade sector in Saudi Arabia has seen strong growth in recent years, principally as a result of rising household income and population growth, as well as a demographic shift towards higher disposable incomes and a greater propensity to consume. The retail sector is one of Saudi Arabia's largest employers, with more than 1.5 million workers, or around one in every six people working in Saudi Arabia, being employed in the sector. Although the majority of the jobs in the retail sector have historically been filled by foreign workers, Saudi citizens' participation in this sector has increased in recent years, in response to Government initiatives to encourage Saudisation. According to figures published by the Ministry of Labour and Social Development, the number of Saudi nationals working in the retail sector was 411,506 as at 31 December 2015, more than double the number in 2010. The number of Saudi women working in the sector has grown even more rapidly, from just 10,400 in 2010 to 147,396 as at 31 December 2015. Online retail in Saudi Arabia has also grown strongly in recent years as the number of internet users has increased (see "*—Transport, Storage and Communication—Telecommunications*" below).

The Government has announced various regulatory developments with the intention of encouraging growth in Saudi Arabia's retail sector. In September 2015, SAGIA announced new regulations permitting 100 per cent. foreign ownership in the wholesale and retail sector for businesses that produce and retail their own products. The new rules, which were approved by the Council of Ministers in June 2016, create an exception to the statutory cap on foreign ownership across several industry segments in Saudi Arabia, and are intended to encourage new entrants to the Saudi wholesale and retail market, while also creating additional training and technology transfer opportunities. A new law limiting working hours is currently under consideration by the Government, which, if approved, is expected to encourage job growth and improve working conditions. The Government's efforts towards attracting foreign investment in Saudi Arabia by allowing foreign investors to directly trade on the Tadawul in accordance with the QFI

Framework (see “*Monetary and Financial System—Capital Markets*”) is also expected to directly benefit the retail sector.

### **Restaurants**

The restaurant sector is one of Saudi Arabia’s fastest growing sectors. Increasing disposable income and global exposure, together with the increasing number of shopping malls in Saudi Arabia and the relatively young age of the Saudi population, have created the opportunity for casual dining restaurants to increase their market share. Revenues from the food catering sector have steadily grown as a result of both the increasing number of foreign workers in Saudi Arabia and visitors to Saudi Arabia to perform Hajj and Umrah every year. The Saudi restaurant sector relies heavily on imports, with more than 80 per cent. of the sector’s food needs coming from outside Saudi Arabia. Saudi Arabia has seen several major international casual dining restaurants penetrate the market, while a number of other chains have either signed up for franchising or are in the planning phase.

### **Hotels and Tourism**

The tourism sector is a key element of the Government’s plans to diversify Saudi Arabia’s economy and features prominently in Vision 2030 and NTP 2020. The hospitality sector is a major generator of jobs and Government revenue, and enables Saudi Arabia to leverage its potential as the Islamic world’s most important religious tourism destination. One of the objectives of Vision 2030 is to attract significantly more tourists to Saudi Arabia each year by 2020. The following table sets forth selected data regarding tourism activity in Saudi Arabia for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December				
	2015	2014	2013	2012	2011
	(SAR millions, unless stated otherwise)				
<b>Domestic tourism:</b>					
Trips (thousands) . . . . .	46,450	37,101	23,783	21,006	26,155
Nights (millions) . . . . .	241	165	99	103	122
Expenditure <sup>(1)</sup> . . . . .	47,978	43,082	23,367	37,838	38,346
<b>Inbound tourism:</b>					
Trips (thousands) . . . . .	17,994	18,260	15,772	16,332	14,179
Nights (millions) . . . . .	193	355	304	319	272
Expenditure <sup>(1)</sup> . . . . .	82,500	52,780	51,302	55,260	39,832
<b>Outbound tourism:</b>					
Trips (thousands) . . . . .	20,819	19,824	19,154	18,671	15,280
Nights (millions) . . . . .	275	174	177	121	200
Expenditure <sup>(1)</sup> . . . . .	84,121	78,039	74,213	62,877	60,599

Source: SCTH

Notes:

(1) Excludes international transportation expenditure.

Preliminary data published by the SCTH indicates that the tourism industry contributed SAR 85.5 billion (U.S.\$22.8 billion), or 3.5 per cent. to Saudi Arabia’s GDP in the year ended 31 December 2015. As at 31 December 2015, there were 1,546 licensed hotels operating in Saudi Arabia and 5,731 tourist establishments (comprising hotels, furnished apartments, hotel apartments and villas, motels and resorts) with a total of 281,563 hotel rooms and 165,040 hotel apartments.

The tourism sector plays an important role in creating job opportunities, both directly as well as indirectly through other economic sectors interrelated with the tourism sector. According to preliminary data published by the SCTH, the number of direct jobs (excluding unpaid jobs) in key tourism sectors in Saudi Arabia increased by 6.1 per cent. to 882,902 as at 31 December 2015, compared to 832,141 as at 31 December 2014.

### **Hajj and Umrah Visits**

Saudi Arabia has been a destination for visitors for centuries, with millions of people visiting each year from around the world. The presence of Islam’s two holiest cities, Makkah and Medina, ensures a significant number of visitors, with millions of Muslims visiting Saudi Arabia annually for the Hajj and

Umrah. According to the SCTH, of the 18.0 million people who visited Saudi Arabia in the year ended 31 December 2015, 8.8 million, or 49 per cent., did so for Hajj and Umrah visits.

The Ministry of Hajj and Umrah is responsible for the provision and maintenance of facilities for pilgrims and other visitors to Makkah and Medina. It is also responsible for their transportation and the coordination of Hajj and Umrah visas. In addition, a major expansion of the Grand Mosque is currently ongoing and is expected to nearly double its capacity to a total of 2.5 million worshippers during the peak Hajj season. To meet the growing demand for Hajj and Umrah visits, the Government is investing considerably in developing new transportation infrastructure, including the Haramain High-Speed Rail network connecting Makkah and Medina to the King Abdulaziz International Airport, and the expansion of the Prince Mohammed bin Abdulaziz Airport in Medina.

### *Tourism Generally*

The SCTH was established in 2000 to promote tourism in Saudi Arabia. Business tourism in Saudi Arabia is rapidly increasing due to strong economic growth and the Government's focus on developing various sectors of the economy. Currently, this growth is concentrated in Riyadh, Jeddah and the Eastern Province (particularly Dammam and Al-Khobar), and the Government is investing heavily in improving transport infrastructure in these areas to attract more business and domestic tourists (see "*—Transport, Storage and Communication*" below).

### **Manufacturing**

Saudi Arabia's GDP attributable to manufacturing activities is divided into oil refining and other manufacturing activities. For a description of Saudi Arabia's oil refining sector, see "*Oil and Gas—Refining and Marketing*". Manufacturing activities (excluding oil refining) accounted for SAR 248.3 billion (U.S.\$66.2 billion), or 10.2 per cent., of Saudi Arabia's nominal GDP in the year ended 31 December 2015. Manufacturing activities (excluding oil refining) demonstrated growth of 4.4 per cent., 6.3 per cent., 6.3 per cent., 4.1 per cent. and 13.4 per cent. in real terms in the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively, which was principally due to growth in the private manufacturing sector.

Saudi Arabia's manufacturing base has traditionally been dominated by segments dependent on the oil sector. The development of Saudi Arabia's petrochemicals and plastics industry is one of the important elements in the Government's economic diversification programme, and forms a significant portion of Saudi Arabia's manufactured products (see "*—Petrochemicals and Plastics*" above). Diversifying Saudi Arabia's economy and growing its manufacturing sector has been a priority of the Government, which has invested considerable efforts and resources into the manufacturing industry in recent decades. As a result of the Government's emphasis on Saudi Arabia's industrial development in the non-oil sector, industrial products make up more than 95 per cent. of Saudi Arabia's non-oil exports as at 31 December 2015. Continuous GDP growth, improved business environment and more FDI is driving the development of a number of different manufacturing sub-sectors, such as automobiles, light machinery, construction materials and pharmaceuticals.

*Royal Commission for Jubail and Yanbu:* In 1975, the RCJY was established for the development of the industrial cities of Jubail and Yanbu. The industrial cities of Ras Al Khair and Jazan have also since been included within the ambit of the RCJY. The industrial cities of Jubail and Yanbu have developed into a major hub of Saudi Arabia's petrochemicals and other energy-intensive industries, such as the construction industry, and are a significant contributor to Saudi Arabia's GDP. Approximately 10 per cent. of global petrochemicals production is manufactured in Jubail and Yanbu, and the two industrial cities contributed in excess of SAR 144 billion (U.S.\$38.4 billion) to Saudi Arabia's GDP for the year 2014.

*National Industrial Cluster Development Programme:* Originally established in 2007, the "Industrial Clusters" programme is now under the supervision of the Ministry of Energy, Industry and Mineral Resources. The programme aims to develop four export-oriented industries in Saudi Arabia: Automotive, Minerals and Metal Processing, Plastics and Packaging, and Pharmaceuticals and Biotech. As part of the Industrial Clusters programme, various industrial initiatives have either been completed or are in different stages of being established. By way of example, Isuzu, a Japanese automotive manufacturing company, opened its first manufacturing plant in Saudi Arabia in 2012, located in the industrial city of Dammam. Similarly, in 2009, Ma'aden entered into an agreement with U.S. aluminium manufacturer Alcoa Inc. to construct an aluminium production complex at Ras Al Khair, intended primarily for the export of aluminium products.

## Construction

Construction activities accounted for SAR 163.0 billion (U.S.\$43.5 billion), or 6.7 per cent., of Saudi Arabia's nominal GDP in the year ended 31 December 2015. Construction activities demonstrated growth of 4.1 per cent., 6.7 per cent., 7.8 per cent., 4.8 per cent. and 9.9 per cent. in real terms in the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively. The growth in the construction sector during these years was principally due to major Government construction projects in various sectors of the economy, although the slowdown in the rate of growth was due to decreased Government spending on major projects.

Saudi Arabia's construction market has experienced sustained growth in recent years due to increased public spending as a result of Government plans for economic development and diversification, as well as large private sector investments. Rapid population growth has also contributed to the Government's decision to create more key facilities such as housing, hospitals and medical centres, schools and universities. Development of the commercial and financial sectors has also led to the creation of more offices, shopping malls, hotels and other tourist and service-oriented facilities.

## Transport, Storage and Communication

Transport, storage and communication activities accounted for SAR 155.3 billion (U.S.\$41.4 billion), or 6.4 per cent., of Saudi Arabia's nominal GDP in the year ended 31 December 2015. Transport, storage and communication activities demonstrated growth of 5.8 per cent., 6.2 per cent., 6.4 per cent., 4.9 per cent. and 13.8 per cent. in real terms in the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively, which was principally due to expansion of Saudi Arabia's international airports and road and rail networks, the completion of a new port at King Abdullah Economic City in 2014 and an increase in the number of subscribers to mobile telecommunications networks.

Saudi Arabia has a modern transportation network of roads, railroads, air, marine and public transport. The country is also linked by a sophisticated communications network that serves as a basis for its economic growth and development. The following table sets forth details of transport of passengers in Saudi Arabia for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December				
	2015	2014	2013	2012	2011
			(Millions)		
Air transport . . . . .	81.9	74.7	68.1	64.8	54.5
Land transport . . . . .	8.0	7.8	8.1	7.6	7.6
<i>Railway</i> . . . . .	1.3	1.2	1.2	1.2	1.2
<i>Public transport</i> . . . . .	6.7	6.5	6.9	6.4	6.3
<i>Inter-city transport</i> . . . . .	6.3	6.1	6.4	5.9	5.7
<i>International transport</i> . . . . .	0.4	0.4	0.5	0.5	0.6
Maritime transport . . . . .	1.3	1.3	1.3	1.5	1.4
<b>Total</b> . . . . .	<b>91.2</b>	<b>83.8</b>	<b>77.5</b>	<b>73.9</b>	<b>63.5</b>

Source: SAMA, GACA, General Railway Organisation, Saudi Ports Authority, Ministry of Transport

## Airports and Aviation Industry

The GACA oversees all aviation matters in Saudi Arabia and operates each of Saudi Arabia's airports. Saudi Arabia has four international airports: King Khalid International in Riyadh, King Fahd International in Dammam, King Abdulaziz International Airport in Jeddah and Prince Muhammad bin Abdulaziz Airport in Medina. Saudi Arabia also has nine regional airports and 15 domestic airports, as well as a number of military airports and dedicated freight airports serving Saudi Aramco's operations. The



following table sets forth certain details relating to Saudi Arabia's airports for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December				
	2015	2014	2013	2012	2011
<b>Flights</b> . . . . .	<b>646,693</b>	<b>589,216</b>	<b>565,631</b>	<b>558,791</b>	<b>479,751</b>
—International Airports . . . . .	518,652	475,973	462,773	466,494	395,723
—Domestic Airports . . . . .	128,041	113,243	102,858	92,297	84,028
<b>Passengers (thousands)</b> . . . . .	<b>81,861</b>	<b>74,749</b>	<b>68,120</b>	<b>64,773</b>	<b>54,460</b>
—International Airports . . . . .	68,352	62,734	57,565	55,339	46,866
—Domestic Airports . . . . .	13,509	12,015	10,555	9,433	7,594
<b>Cargo (tonnes)</b> . . . . .	<b>1,163,695</b>	<b>1,019,805</b>	<b>1,059,068</b>	<b>1,018,328</b>	<b>758,469</b>
—International Airports . . . . .	1,151,164	1,006,676	1,045,489	1,003,562	743,565
—Domestic Airports . . . . .	12,531	13,129	13,579	14,766	14,904

Source: GACA

King Abdulaziz International Airport is a key entry point for pilgrims arriving for the Hajj and has a dedicated pilgrim terminal, with Saudia running extra flights during the Hajj to accommodate the large number of pilgrims who travel to Saudi Arabia by air. King Abdulaziz International Airport is also the operational base of Saudi Arabia's national airline, Saudia.

Saudia was established in 1945 and is wholly-owned by the Government. Saudia has a fleet of 119 aircraft flying to 41 cities internationally from each of Saudi Arabia's international airports. In the year ended 31 December 2015, Saudia operated 194,840 flights carrying 29.5 million passengers, compared to 190,037 flights carrying 28.2 million passengers in the year ended 31 December 2014. In the year ended 31 December 2015, Saudia carried 645 tonnes of freight, compared to 624 tonnes of freight in the year ended 31 December 2014.

In 2014, 2015 and 2016, expansion and improvement works were completed in several of Saudi Arabia's airports. In 2016, construction of a new fifth terminal at King Khalid International Airport in Riyadh was completed. There are also expansion works underway at King Abdulaziz International Airport, which are expected to be completed in mid-2017. The GACA has announced that these expansion works will be developed in conjunction with the International Finance Corporation's ("IFC") public-private partnership ("PPP") programme by way of an operation and management concession. In 2015, the GACA inaugurated the newly-expanded Prince Muhammad bin Abdulaziz Airport in Medina, a project which was also developed as part of the IFC's PPP programme. The project has been recognised for its innovative eco-sustainable design, having been awarded a prestigious Leadership in Energy and Environmental Design gold certificate by the U.S. Green Building Council.

In December 2015, GACA announced plans to privatise Saudi Arabia's airports and related services, commencing in 2016. The initiative is estimated to take five years to implement, commencing with King Khalid International Airport in Riyadh. GACA also anticipates that Saudi Arabia's air traffic control functions as well as the information technology units will be privatised as part of the Government's privatisation programme.

### **Roads and Highways**

The total length of the paved road network in Saudi Arabia as at 31 December 2015 was 64,412 km, comprising 15,079 km of main roads linking major regions of Saudi Arabia with international borders and serving major urban areas, 10,543 km of secondary roads linking major cities within regions, and 38,790 km feeder roads branching out of secondary roads and serving towns, villages and agricultural areas. The total length of paved roads constructed in Saudi Arabia in the year ended 31 December 2015 was 1,688 km.

### **Railways**

Saudi Arabia's railway network is managed by the Saudi Railway Organisation (the "SRO") and the Saudi Railways Company (the "SRC"), while the supervision of the railways network in Saudi Arabia falls under the Ministry of Transportation.

The SRO provides freight services on two main lines connecting Riyadh with Dammam, and SRO passenger trains also operate between Riyadh and Dammam. SRO's fleet currently comprises 102 diesel locomotives, 75 passenger cars and 2,596 cargo cars. For the year ended 31 December 2015, trains

operated by SRO carried more than 1.3 million passengers and 723,000 containers (equivalent to 4.8 million tonnes of goods).

The SRO has announced three projects as part of its expansion programme: (i) the Haramain High Speed Rail Project, a project linking Makkah and Medina, and connecting with the network at Jeddah, which is intended to provide transport for Hajj pilgrims arriving through Jeddah; (ii) the North-South Railway Project, a 2,750 km line that passes through Al-Jouf, Hail and Al-Qassim regions and terminates in Riyadh with extensions to Al-Jalamid to transport phosphate, Al-Zubayrah to transport bauxite, and to Ras Al Khair on the Arabian Gulf and which will be operated by the SRC; and (iii) the Saudi Landbridge Project, a 945 km freight line from Riyadh to Jeddah and a 115 km line from Dammam to Jubail, connecting the Arabian Gulf with the Red Sea. The network will also provide a high-speed connection to King Abdullah Economic City. The implementation of both the Haramain High Speed Rail Project and the North-South Railway Project is currently in its final phases, and both projects are expected to be operational in 2017. Studies in respect of the proposed Saudi Landbridge Project are currently being undertaken by SRO.

### **Public Transportation**

Saudi Arabia's bus network, which is operated by the Saudi Public Transport Company ("SAPTCO") provides affordable transport both within and between the cities of Saudi Arabia. SAPTCO also operates international routes to Bahrain, Qatar, Kuwait, Egypt and Jordan, which are used by nearly half a million passengers each year. SAPTCO also operates additional services during the Hajj.

The High Commission for the Development of Riyadh is currently implementing the King Abdulaziz Project for Riyadh Public Transport, which consists of: (i) the Riyadh Metro Project; and (ii) the Riyadh Bus Project. The Riyadh Metro Project will consist of six lines at a total length of 176 km and 85 metro stations in the city of Riyadh covering most of the densely populated areas, public facilities, and the educational, commercial and medical institutions and is expected to have a total capacity of 1.16 million passengers per day. The Riyadh Bus Project will link business and commercial centres to Riyadh districts and is expected to consist of 22 lines with a total capacity of 900,000 passengers per day.

### **Ports**

Saudi Arabia's ports are regulated by the Saudi Ports Authority (with the exception of King Abdulaziz Port, which is regulated by the Economic Cities Authority). According to figures published by the Saudi Ports Authority, 95 per cent. of Saudi Arabia's imports and exports pass through its ports, of which 55 per cent. is for export. As one of the world's largest exporters of primary products, Saudi Arabia has an extensive network of ports on its Red Sea and Arabian Gulf coasts. However, with the exception of Jeddah Islamic Port and King Abdullah Port on the Red Sea coast and King Abdulaziz Port on the Arabian Gulf coast, most of these ports primarily serve either industrial or bulk cargo purposes. For the year ended 31 December 2015, Saudi Arabia's ports handled more than 6 million TEUs, and more than 13,000 ships were loaded or discharged at the ports of Saudi Arabia.

The following table sets forth details of Saudi Arabia's trade volume handled through its seaports (excluding King Abdulaziz Port) for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011.

	Year ended 31 December				
	2015	2014	2013	2012	2011
			(Thousand tonnes)		
Total imports . . . . .	103,365	94,166	94,495	86,898	73,651
Total exports . . . . .	130,588	116,206	100,269	100,824	91,349
<b>Total . . . . .</b>	<b>233,952</b>	<b>210,371</b>	<b>194,965</b>	<b>187,722</b>	<b>165,000</b>
Commercial ports . . . . .	105,746	104,635	107,266	102,066	85,576
Industrial ports . . . . .	128,206	105,736	87,499	85,656	79,425
<b>Total . . . . .</b>	<b>233,952</b>	<b>210,371</b>	<b>194,765</b>	<b>187,722</b>	<b>165,000</b>

Source: Saudi Ports Authority

More than half of Saudi Arabia's sea traffic passes through Jeddah Islamic Port, one of the busiest ports in the Middle East and a key entry point for Muslim pilgrims. The Government has also established the King Fahd Industrial Port in Yanbu in order to ease the load at Jeddah Islamic Port and improve the efficiency of Saudi Arabia's petrochemical exports. Other major ports are located in Dammam, Jizan and Jubail. The recently completed seaport at King Abdullah Economic City on the west coast of Saudi Arabia, which

began operations in 2014, currently has the capacity to handle more than 4.5 million TEUs annually. This was the first port in Saudi Arabia financed through private investment, which amounted to approximately SAR 30 billion (U.S.\$8.0 billion). In addition, the second terminal at the King Abdulaziz Port in Dammam, which was developed through a joint venture between the PIF and PSA International (formerly Ports of Singapore Authority), commenced commercial operation in April 2015 with a designed capacity of 1.8 million TEUs annually.

The Government holds a major stake in two major shipping companies: Bahri and United Arab Shipping Company (“UASC”). Bahri was formed by Royal Decree in 1978 and is listed on the Tadawul, with 22 per cent. of its shares held by the PIF and 20 per cent. of its shares held by Saudi Aramco. Bahri’s services include the transportation of general cargo, crude oil, chemicals, liquefied petroleum gas and dry bulk. In 2015, Bahri signed a contract with Hyundai Samho Heavy Industries to build up to 10 Very Large Crude Carriers which are expected to be delivered by 2018. UASC is a global container shipping company founded in 1976 and owned by the governments of Saudi Arabia, UAE, Bahrain, Kuwait, Qatar and Iraq, with Saudi Arabia owning 36.1 per cent. of the total shareholding of UASC. UASC is the largest container shipping line in the Middle East region and adjacent markets, covering over 240 ports and destinations worldwide. In June 2016, UASC announced its proposed merger with Hapag-Lloyd AG, the German container shipping group, with the merger likely to be completed by the end of 2016. The services offered by UASC to its diversified global client-base include cargo container transportation, temperature controlled and out-of-gauge cargo, and other value added services. See also “—Oil and Gas—Supply and Distribution—Shipping”.

### Telecommunications

The telecommunications sector in Saudi Arabia is regulated by the CITC, which was established in 2001, with oversight from the Ministry of Communications and Information Technology. The Telecommunications Act, enacted in 2001, and the bylaws, issued in 2002, provide the basis for the regulatory framework. The CITC issues telecommunications licences in Saudi Arabia and is responsible for enforcing and resolving disputes in accordance with the Telecommunications Act.

The following table sets forth selected statistics relating to the telecommunications sector in Saudi Arabia for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December				
	2015	2014	2013	2012	2011
	(Millions of subscribers, except percentages)				
Total mobile subscriptions . . . . .	52.8	52.7	50.8	53.0	53.7
<i>Prepaid</i> . . . . .	44.9	45.9	43.9	45.7	47.1
<i>Postpaid</i> . . . . .	7.9	6.8	6.9	7.3	6.6
Mobile penetration rate (%) <sup>(1)</sup> . . . . .	167.5	171.4	169.7	181.6	188.0
Fixed telephone lines . . . . .	3.8	3.6	4.7	4.8	4.6
Fixed line penetration rate (%) <sup>(2)</sup> . . . . .	11.9	11.8	15.7	16.4	16.2
Internet users . . . . .	21.6	19.6	16.5	15.8	13.6
Internet penetration rate (%) <sup>(1)</sup> . . . . .	68.5	63.7	55.1	54.1	47.5
Fixed broadband subscriptions . . . . .	3.6	3.0	2.9	2.5	2.0
Fixed broadband penetration rate (%) <sup>(2)</sup> . . . . .	49.7	43.2	45.5	40.9	32.9
Mobile broadband subscriptions . . . . .	33.4	29.1	14.3	12.3	11.3
Mobile broadband penetration rate (%) <sup>(1)</sup> . . . . .	105.9	94.5	47.6	42.1	39.6

Source: CITC

Note:

- (1) Mobile and mobile broadband penetration rates represent the number of subscriptions as a percentage of the total population.
- (2) Fixed telephone and fixed broadband penetration rates represent the number of subscriptions as a percentage of the total number of households.

According to figures published by the CITC, the contribution of the information and telecommunications (“ICT”) sector to Saudi Arabia’s total GDP was approximately 6 per cent. in the year ended 31 December 2015, or approximately 10 per cent. when excluding the oil and gas and mining sectors. The CITC has estimated that spending on ICT services was SAR 120.0 billion (U.S.\$32.0 billion) in the year ended 31 December 2015, an increase of 7.3 per cent. compared to SAR 111.8 billion (U.S.\$29.8 billion) in the year ended 31 December 2014. This expenditure was principally due to investment in infrastructure for next generation networks (NGN) and 4G mobile networks, the adoption of electronic services (such as e-government, e-health, e-education and e-commerce) and spending on information security.

The mobile penetration rate in Saudi Arabia was 167.5 per cent. as at 31 December 2015, one of the highest in the world. The number of internet users in Saudi Arabia has also increased significantly in recent years, reaching about 21.6 million as at 31 December 2015, with a penetration rate of 68.5 per cent. This is principally due to an increase in demand for internet services and broadband due to increased data usage. The CITC expects that the demand for internet services in Saudi Arabia will continue to increase significantly over the next few years as a result of the availability of high speed fibre-optic networks (FTTx), increased internet content, and the continued spread of broadband services.

The total number of mobile broadband subscriptions in Saudi Arabia reached 33.4 million by the end of 2015, representing a population penetration rate of 105.9 per cent. This is principally due to strong competition among providers, expansion in the use of smart phones, and the offering of various data packages by mobile operators suitable for different user segments, supported by the wide coverage of the 3G and 4G networks.

The number of fixed operating telephone landlines in Saudi Arabia was 3.8 million as at 31 December 2015, of which 2.0 million, or 53 per cent., were residential. The population penetration rate of fixed telephone landlines was 11.9 per cent., while the household penetration rate was 34.0 per cent. The number of fixed-line subscriptions has decreased in recent years due to users substituting fixed-line services for mobile services, which continue to improve in terms of prices and variety of offerings.

The incumbent telecommunications provider in Saudi Arabia is STC. The PIF owns 70 per cent. of STC's shares, with the remaining 30 per cent. held by certain institutions (among which are GOSI and the PPA, each of which are controlled by the Government) and private investors. STC's shares are listed on the Tadawul. STC dominates the fixed-line voice services market and also offers mobile services. There are two other companies operating mobile services: Etihad Etisalat Company ("**Mobily**"), which entered the market in 2005, and MTC Saudi Arabia ("**Zain**"), which entered the market in 2008.

### **Community, Social and Personal Services**

Community, social and personal services activities accounted for SAR 55.8 billion (U.S.\$14.9 billion), or 2.3 per cent., of Saudi Arabia's nominal GDP in the year ended 31 December 2015. Community, social and personal services activities demonstrated growth of 1.9 per cent., 5.7 per cent., 6.5 per cent., 5.9 per cent. and 6.4 per cent. in real terms in the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively, principally due to an increase in population size and an expansion of the Government's social welfare programmes.

Saudi Arabia offers a wide range of social welfare programmes. The PPA was founded in 1958 and its primary objective is to manage the public sector employees' retirement fund, while the GOSI provides the same service to private sector employees. The GOSI was established in 1969 and currently has 22 field offices throughout Saudi Arabia. The PPA currently invests in 63 domestic companies, 46 of which are listed on the Tadawul. According to the PPA, its main investments are currently in the financial, petrochemical, telecommunications and cement sectors. The GOSI's investments are primarily concentrated in Saudi Arabia's financial and industrial sectors, with approximately 46.5 per cent. of its portfolio concentrated in these two sectors as at 31 December 2015. The GOSI also invests in a number of real-estate projects across the country, with approximately 13.5 per cent. of its portfolio allocated to such projects as at 31 December 2015.

The programmes administered by GOSI support workers or their families in cases of disability, retirement or death. A plan to cover employees who suffer occupational hazards was instituted in 1982 and has since helped millions of workers. Another major programme provides social security pensions, benefits and relief assistance to the disabled, the elderly, orphans and widows without income. Saudi Arabia also offers facilities, operated and supervised by the Ministry of Health, to treat and rehabilitate the mentally and physically disabled, while a second type of facility, operated and supervised by the Ministry of Labour and Social Development, focuses on the social rehabilitation of the handicapped.

Total disbursements by the PPA increased by 7.7 per cent. to SAR 54.0 billion (U.S.\$14.4 billion) in the year ended 31 December 2015 from SAR 50.1 billion (U.S.\$13.4 billion) in the year ended 31 December 2014. The number of subscribers to the PPA increased by 2.7 per cent. in the year ended 31 December 2015 to 1.25 million, compared to 1.22 million in the year ended 31 December 2014, principally due to an increase in the number of pensioners by 7.7 per cent. to 532,117 from 494,254 during the same period. The amount collected from on-the-job civil subscribers increased by 0.8 per cent. to SAR 20.3 billion (U.S.\$5.4 billion) in the year ended 31 December 2015 from SAR 20.1 billion (U.S.\$5.4 billion) in the year

ended 31 December 2014. The following table sets forth the collections and disbursements of the PPA for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December				
	2015 <sup>(1)</sup>	2014	2013	2012	2011
Total number of subscribers to PPA . . . . .	1,252,247	1,219,861	1,141,006	955,572	931,214
Total number of pensioners . . . . .	532,117	494,254	462,378	429,163	403,712
Total collections from on-the-job subscribers (SAR millions) . . . . .	20,287	20,128	19,221	19,475	15,288
Total disbursements to beneficiaries (SAR millions) . . . . .	54,028	50,147	45,311	44,587	38,598

Source: PPA

Note:

(1) Provisional figures.

The total number of subscribers to the GOSI increased by 7.7 per cent. to 10.4 million as at 31 December 2015 from 9.6 million as at 31 December 2014, and the number of private corporations subscribing to the GOSI increased by 8.1 per cent. to 432,978 as at 31 December 2015 from 400,576 as at 31 December 2014. According to figures published by the Ministry of Labour and Social Development, the total social security benefits extended in the year ended 31 December 2015 amounted to SAR 16.3 billion (U.S.\$4.4 billion), an increase of 8.4 per cent. compared to SAR 15.0 billion (U.S.\$4.0 billion) in the year ended 31 December 2014. The number of beneficiaries of social security benefits increased by 4.9 per cent., to 10.3 million as at 31 December 2015 from 9.9 million as at 31 December 2014.

### Agriculture, Forestry and Fishing

Agriculture, forestry and fishing activities accounted for SAR 64.3 billion (U.S.\$17.1 billion), or 2.6 per cent., of Saudi Arabia's nominal GDP in the year ended 31 December 2015. Agriculture, forestry and fishing activities demonstrated growth of 18.3 per cent., 1.8 per cent., 1.9 per cent., 1.3 per cent. and 2.2 per cent. in real terms in the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

The MEWA is primarily responsible for the Government's agricultural policies. The development of agriculture in Saudi Arabia is constrained by the limited water supply (see "*Electricity, Gas and Water*" below) and the fact that less than 1 per cent. of the total area of Saudi Arabia is suitable for cultivation. Accordingly, Saudi Arabia is dependent on imports for the vast majority of its food requirements, which is facilitated by its membership of the WTO. Although Saudi Arabia has regions where the climate favours agriculture, the Government has introduced reforms to its agricultural sector in order to reduce water consumption and improve efficiency and sustainability. This has included a shift from domestic production of water-intensive crops, such as wheat and feed grain, to imports of the same.

The King Abdullah Initiative for Saudi Agricultural Investment Abroad was announced in 2008 with the aim of diversifying Saudi Arabia's sources of food, by encouraging direct investment in foreign agriculture, in order to reduce pressure on Saudi Arabia's water supply. The initiative has resulted in Saudi public and private investment companies purchasing and farming land in countries better suited for the cultivation of food staples. The key aim of the initiative is to contribute to food security on a global basis by investing in strategic food commodities being made available to the world market, including wheat, rice, sugar, barley, corn, soybean, edible oils, animal production and livestock feed. The Government also facilitates food production in the private sector by providing strategic partners to businesses through the Saudi Agricultural Investment and Animal Production Company and by providing financial support through interest-free loans through the Saudi Agricultural Development Fund.

As part of the Government's privatisation programme, Saudi General Grains Organisation, the agency in charge of Saudi Arabia's extensive wheat-buying programme, is currently undergoing privatisation.

The largest agricultural company in Saudi Arabia is Almarai, which is the largest vertically integrated consumer dairy producer in the Middle East by volume and which has established itself as one of the leading brands in the food and beverage sector in the GCC region. Almarai's product groups include dairy, fruit juice, dairy food products, baked goods, poultry and infant nutrition. Other major companies in Saudi Arabia's agricultural sector include The Savola Group, Saudi Dairy & Foodstuff Co., National Agriculture Development Co. and Arabian Agricultural Services Co., each of which is listed on the Tadawul, and Al Safi Danone Co. Ltd., which is privately held.

## Electricity, Gas and Water

Electricity, gas and water activities accounted for SAR 36.1 billion (U.S.\$9.6 billion), or 1.5 per cent., of Saudi Arabia’s nominal GDP in the year ended 31 December 2015. Electricity, gas and water activities demonstrated growth of 5.3 per cent., 4.8 per cent., 1.6 per cent., 5.9 per cent. and 5.5 per cent. in real terms in the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

### Electricity

The electricity sector in Saudi Arabia is regulated by the Ministry of Energy, Industry and Mineral Resources and the Electricity and Cogeneration Regulatory Authority.

The Saudi electricity market is the largest in the Arab world, with a total power generation capacity of 69.2 GW and a peak load of 62.3 GW in the year ended 31 December 2015, compared to a total power generation capacity of 65.5 GW and a peak load of 56.5 GW in the year ended 31 December 2014. The total power sold in Saudi Arabia was 286.0 TWh in the year ended 31 December 2015, compared to 271.6 TWh in the year ended 31 December 2014. The following table sets forth details of the electric power generation capacity and number of subscribers in Saudi Arabia as at, and for each of the years ended, 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	For the year ended, 31 December				
	2015	2014	2013	2012	2011
Number of subscribers (thousands) . . . . .	8,094	7,602	7,143	6,731	6,341
Power generation capacity (MW) . . . . .	69,155	65,506	58,462	53,588	51,147
Peak load (MW) . . . . .	62,260	56,547	53,864	51,939	48,367
Total power sold (GWh) . . . . .	286,037	271,585	256,688	240,288	219,662

Source: SEC

SEC is the leading producer of electricity in Saudi Arabia and at present has a monopoly on the transmission and distribution of electric power in Saudi Arabia. Of the total amount of electricity currently being generated in Saudi Arabia, more than 74 per cent. is generated by SEC. The total length of the transmission gridlines was 67,902 km as at 31 December 2015 and the distribution network consisted of 265,382 km of overhead lines and 271,918 km of underground lines as at 31 December 2015.

The Government directly owns 74.3 per cent. of SEC’s shares and indirectly owns 6.9 per cent. of SEC’s shares through Saudi Aramco, with the remaining 18.8 per cent. being listed on the Tadawul.

SEC owned, or was the sole off-taker under long-term power purchase agreements in respect of, all of the traded generation capacity in Saudi Arabia as at 31 December 2015, other than certain capacity utilised principally for its own use by Saudi Aramco, the Power and Water Utility Company for Jubail and Yanbu (“**MARAFIQ**”), Ma’aden, WEC and Saudi Petrochemical Company (Sadaf), which supply any excess power generated into the SEC grid. SEC has a significant economic and policy role within Saudi Arabia’s economy in terms of meeting the continuing increases in demand for electricity resulting from population growth and Government-sponsored industrialisation.

As a policy objective, the Government has been promoting greater competition in the power and water industries by facilitating the establishment of IPPs and IWPPs. For more details, see “—*Reforms in the Power and Water Sector*” below. The Government has recently announced reforms to the subsidy regime that will result in a decrease in subsidies on, among other things, the provision of electricity, and these reforms are scheduled to be implemented over a period of five years.

### Water

Given that Saudi Arabia does not have an abundant natural water supply, the Government has made substantial investments in seawater desalination, water distribution, sewerage and wastewater treatment. The water sector in Saudi Arabia is regulated by the MEWA. Saudi Arabia is the world’s largest producer of desalinated water, and in 2015 Saudi Arabia produced 3.5 million cubic metres of desalinated water per day.

In 1974, the Government established the Saline Water Conversion Corporation (the “**SWCC**”), which is responsible for operating Saudi Arabia’s publicly owned desalination plants. The SWCC currently operates 29 plants distributed over 17 sites located on the eastern and western coasts of Saudi Arabia. According to the SWCC, in the year ended 31 December 2015, the total production of the SWCC’s plants was

1,247.9 million cubic metres, compared to 1,104.2 million cubic metres in the year ended 31 December 2014. The desalinated water produced by the SWCC represented 63 per cent. of the total production of desalinated water in Saudi Arabia in 2015 (the rest being produced by the private sector). In addition to water desalination, the SWCC also produces electricity through its dual-purpose plants, which produce water and electricity at the same time. These plants use a multi-stage flash distillation system, where part of the electricity produced is used to operate the plant's facilities. The rest of the power generated is exported to SEC's grid network. The total volume of electricity produced by the SWCC represented 8 per cent. of Saudi Arabia's total electricity production in 2015.

According to data published by the Ministry of Water and Electricity (one of the predecessors to the Ministry of Energy, Industry and Mineral Resources and the MEWA), the household consumption rate of water in Saudi Arabia in the year ended 31 December 2015 was 8.3 million cubic metres per day, compared to 7.9 million cubic metres per day in the year ended 31 December 2014, an increase of 5.1 per cent. The average consumption of water per capita in Saudi Arabia increased to 263 litres per day in the year ended 31 December 2015, compared to 253 litres per day in the year ended 31 December 2014.

Saudi Aramco also operates the world's largest seawater treatment plant, the Qurayyah Seawater Treatment Plant, which has a design capacity of 14 million bpd. Saudi Aramco is also a joint venture partner in MARAFIQ, a major utility company.

### *Reforms in the Power and Water Sector*

As part of its privatisation programme and with a view to increasing the involvement of the private sector in the power and water sector, the Government has been promoting greater competition in the electricity industry by facilitating the establishment of IPPs and IWPPs.

The Government's privatisation initiative with respect to the electricity industry has been implemented through SEC and the WEC, a company established by the Government in 2003 with the objective of facilitating the formation of IWPPs by acting as an off taker to the IWPPs. The WEC is owned equally by SEC and SWCC.

As part of the Government's initiative, SEC currently contributes, and expects to continue to contribute, a portion of the initial equity investment to each IPP and IWPP in the range of five to 50 per cent., with the balance funded by domestic and international investors. SEC enters into long-term power purchase agreements as sole off-taker of the electricity that is produced, either directly in the case of IPPs, or through WEC or MARAFIQ Water and Supply Company ("**Tawreed**") in the case of IWPPs.

The WEC currently participates in two IWPP projects, the Shuaibah IWPP, which commenced commercial operations on 13 January 2010, and the Shuqaiq IWPP, which commenced commercial operations on 1 May 2011. The WEC is currently the sole purchaser of all water and electricity produced by the Shuaibah IWPP and the Shuqaiq IWPP under 20-year power and water purchase agreements, while separate arrangements have been made with other off-takers for the IWPPs' water output.

In implementation of the Government's privatisation programme as it relates to the electricity industry, SEC has developed an IPP programme which is intended to encourage private sector investment in its power generation business and to complement the Government's plans to increase total generation capacity in Saudi Arabia. SEC's initial IPP programme envisaged the construction of four new power projects, comprising the Rabigh IPP in the Makkah Region and the Riyadh IPP (each of which commenced commercial production in 2013), the Qurayyah IPP in the Eastern Region (which commenced commercial production in 2014) and the Rabigh II IPP in the Makkah Region (which is currently under construction and is expected to commence commercial production in 2017). Additionally, SEC has invested in the Dheba IPP in the Tabuk Region (which is currently under construction and is expected to commence commercial production in 2018), and is participating with Saudi Aramco in a joint-venture to develop a dual-production electricity and steam plant in Al Fadhili in the Eastern Region. SEC has also offered a tender for the construction of two solar plants in Al-Jouf and Rafha in the north of Saudi Arabia.

SEC and MARAFIQ, in participation with other entities, have also established the Jubail Water and Power Company IWPP ("**JWPC**"), which commenced commercial operations in 2010. The off-taker of the JWPC project is Tawreed, which sells the electricity generated by the JWPC project to SEC.

The Government has also extended its privatisation programme to the water sector, and in 2008 the NWC, a Government-owned company, was established to provide water and wastewater treatment services in partnership with international operators on a public-private partnership model. In the first phase of its

strategic plan to privatise the services provided by it, NWC granted management contracts for the cities of Riyadh, Jeddah, Makkah and Ta'if to leading private sector companies, and the NWC intends to further the Government's privatisation initiative by granting long-term leases and concessions for additional cities to suitable partners in the private sector.

The Government has also declared the development of alternative sources of energy, such as solar energy, a priority. For more details, see "*Overview of Saudi Arabia—Strategy of Saudi Arabia—Vision 2030*". Furthermore, with respect to the recent reform of the subsidies regime applicable to the energy sector, see "*Public Finance—2016 Budget*".



## BALANCE OF PAYMENTS AND FOREIGN TRADE

### Balance of Payments

The following table sets forth Saudi Arabia's balance of payments for each of the years ended 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December					
	2016 <sup>(1)</sup>	2015	2014	2013	2012	2011
	(SAR millions)					
<b>1. Current account (A+B+C+D)</b>	<b>(93,426)</b>	<b>(212,714)</b>	<b>276,593</b>	<b>507,909</b>	<b>617,864</b>	<b>594,545</b>
A. Goods	218,940	165,995	689,981	834,590	924,639	917,767
B. Services	(207,004)	(275,858)	(330,107)	(243,027)	(233,839)	(249,342)
—Transport	(45,554)	(64,665)	(63,902)	(62,187)	(58,484)	(50,008)
—Travel	(28,589)	(34,560)	(59,548)	(37,533)	(35,966)	(33,045)
—Construction	(20,797)	(18,570)	(16,047)	(13,572)	(10,233)	(9,668)
—Insurance and pensions services	(4,899)	(6,869)	(7,061)	(7,665)	(7,269)	(6,370)
—Financial services	(1,245)	(2,061)	(3,735)	(2,466)	(3,616)	(5,712)
—Telecommunications	(9,287)	(9,950)	(10,392)	(7,792)	(6,449)	(8,758)
—Other business services	(23,498)	(20,385)	(29,521)	(20,421)	(25,412)	(50,693)
—Government goods and services	(73,135)	(118,798)	(139,901)	(91,391)	(86,411)	(85,087)
C. Primary income	57,170	64,800	61,972	50,855	41,207	36,315
—Compensation of employees	(2,014)	(2,560)	(2,446)	(2,415)	(2,340)	(2,382)
—Investment income	59,183	67,360	64,418	53,270	43,547	38,697
—Direct investment	3,241	(3,792)	(18,835)	(24,021)	(29,980)	(23,117)
—Portfolio investment	50,618	69,151	81,911	75,115	68,711	58,563
—Other investment	5,324	2,000	1,343	2,177	4,816	3,252
D. Secondary income	(162,531)	(167,651)	(145,252)	(134,510)	(114,144)	(110,197)
<b>2. Capital account</b>	<b>(3,365)</b>	<b>(3,983)</b>	<b>(1,233)</b>	<b>(1,257)</b>	<b>(1,017)</b>	<b>—</b>
<b>3. Financial account (A+B+C+D)</b>	<b>(327,403)</b>	<b>(274,058)</b>	<b>239,947</b>	<b>474,498</b>	<b>445,983</b>	<b>424,840</b>
A. Direct investment	3,398	(10,317)	(9,809)	(14,705)	(29,178)	(48,294)
B. Portfolio investments	31,374	40,386	100,426	24,773	11,941	60,179
C. Other investments	2,901	130,630	124,474	205,115	41,122	42,163
D. Reserve assets	(302,328)	(434,758)	24,857	259,315	422,098	370,793
—Monetary gold	—	—	—	—	—	—
—Special drawing rights	(6,166)	(278)	(2,127)	(802)	(1,626)	(1,322)
—Reserve position in the IMF	(3,953)	(3,473)	(4,651)	(1,757)	2,878	10,803
—Currency and deposits	(150,138)	61,610	(14,318)	(20,668)	180,673	118,239
—Securities	(142,071)	(492,616)	45,953	282,542	240,173	243,073
<b>Net errors and omissions</b>	<b>(230,612)</b>	<b>(57,361)</b>	<b>(35,413)</b>	<b>(32,154)</b>	<b>(170,864)</b>	<b>(169,704)</b>

Source: SAMA

Note:

(1) Preliminary figures.

Saudi Arabia's balance of payments reflects the importance of its oil exports to its current account balance. Oil exports accounted for 74.7 per cent., 75.1 per cent., 83.1 per cent., 85.6 per cent., 86.9 per cent. and 87.1 per cent. of Saudi Arabia's earnings from the export of goods in the years ended 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively. The value of Saudi Arabia's oil exports can be volatile as they depend on prevailing oil prices. As a result of the significant decline in global oil prices since mid-2014, the value of Saudi Arabia's oil exports declined by 12.1 per cent., 46.3 per cent. and 11.6 per cent. in the years ended 31 December 2016, 2015 and 2014, respectively. See "Economy of Saudi Arabia—Overview" and "Risk Factors—Saudi Arabia's economy may be adversely affected by the current low oil price environment".

Based on preliminary figures for 2016, Saudi Arabia's net international investment position stood at SAR 2,225.6 billion (U.S.\$593.5 billion) as at 31 December 2016, compared to SAR 2,586.8 billion (U.S.\$689.8 billion), SAR 2,968.4 billion (U.S.\$791.6 billion) and SAR 2,861.9 billion (U.S.\$763.2 billion) as at 31 December 2015, 2014 and 2013, respectively, representing 92.8 per cent., 105.8 per cent., 105.0 per cent. and 102.5 per cent. of Saudi Arabia's total nominal GDP in each of those years, respectively.

### Current Account

In the year ended 31 December 2015, Saudi Arabia's current account recorded a deficit of SAR 212.7 billion (U.S.\$56.7 billion), compared to a surplus of SAR 276.6 billion (U.S.\$73.8 billion) in the year ended 31 December 2014. This change was principally attributable to a decrease in the surplus in the

balance of goods by 75.9 per cent, to SAR 166.0 billion (U.S.\$44.3 billion) in the year ended 31 December 2015 from SAR 690.0 billion (U.S.\$184.0 billion) in the year ended 31 December 2014, resulting from a decrease in oil exports caused by a significant decline in oil prices since mid-2014. Based on preliminary figures for 2016, Saudi Arabia's current account deficit decreased by 56.1 per cent. to SAR 93.4 billion (U.S.\$24.9 billion) in the year ended 31 December 2016, which was principally attributable to an increase in the surplus balance of goods by 31.9 per cent., as a result of the decrease in government expenditure, which is reflected in the decline of total imports by 22.2 per cent. and government services expenses abroad by 37.6 per cent. in the same year. Based on preliminary figures for 2016, the deficit in the balance of services decreased by 25.0 per cent., to SAR 207.0 billion (U.S.\$55.2 billion) in the year ended 31 December 2016, from SAR 275.9 billion (U.S.\$73.6 billion) in the year ended 31 December 2015, which itself represented a decrease of 16.4 per cent., from SAR 330.1 billion (U.S.\$88.0 billion) in the year ended 31 December 2014.

Remittances of expatriate workers to other countries constitute one of the most important items of the current account of Saudi Arabia's balance of payments. The following table sets forth the development of remittances of workers and their ratio to nominal GDP for each of the years ended 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December					
	2016 <sup>(1)</sup>	2015	2014	2013	2012	2011
	(SAR millions, except percentages)					
Total remittances . . . . .	142,579	141,785	134,995	127,768	107,335	103,485
Annual change (%) . . . . .	0.6	5.0	5.7	19.0	3.7	5.4
Private sector GDP at current prices . . . . .	1,226,871	1,213,542	1,140,191	1,042,319	940,794	845,780
Remittances / private sector GDP . . . . .	11.6	11.7	11.8	12.3	11.4	12.2

Source: SAMA, GASTAT

Note:

(1) Preliminary figures.

Based on preliminary figures for 2016, total remittances by expatriate workers increased by 0.6 per cent., 5.0 per cent. and 5.7 per cent. in the years ended 31 December 2016, 2015 and 2014, respectively, which was principally due to an increase in expatriate workers in Saudi Arabia during these periods. Total remittances made by expatriate workers increased by 19.0 per cent. in the year ended 31 December 2013, which was principally attributable to the clearance of accounts for transfers of money abroad during a three-month period in which expatriate workers were required to rectify their labour status.

### **Capital Account**

Based on preliminary figures for 2016, Saudi Arabia's capital account recorded an outflow of SAR 3.37 billion (U.S.\$897.3 million) in the year ended 31 December 2016, compared to an outflow of SAR 4.0 billion (U.S.\$1.5 billion) and SAR 1.2 billion (U.S.\$0.3 billion) in the years ended 31 December 2015 and 2014, respectively.

### **Financial Account**

Based on preliminary figures for 2016, Saudi Arabia's financial account decreased by SAR 327.4 billion (U.S.\$87.3 billion) in the year ended 31 December 2016, compared to a decrease of SAR 274.1 billion (U.S.\$73.1 billion) in the year ended 31 December 2015, which followed an increase of SAR 239.9 billion (U.S.\$64.0 billion) in the year ended 31 December 2014. This indicates a decrease in net foreign assets during the year ended 31 December 2016, which was primarily attributable to a decline in the reserve assets of SAR 302.3 billion (U.S.\$80.6 billion), which was partially attributable to the decline in holdings of currency and deposits of SAR 150.1 billion (U.S.\$40.0 billion) and the decline in holdings of securities of SAR 142.1 (U.S.\$37.9 billion). See "*Monetary and Financial System—Reserve Assets*".

Based on preliminary figures for 2016, net direct investment increased by SAR 3.4 billion (U.S.\$906.1 million) in the year ended 31 December 2016, compared to a decrease of SAR 10.3 billion (U.S.\$2.8 billion) and SAR 9.8 billion (U.S.\$2.6 billion) in the years ended 31 December 2015 and 2014, respectively. Based on preliminary figures for 2016, net portfolio investments increased by SAR 31.4 billion (U.S.\$8.4 billion) in the year ended 31 December 2016, a decrease of 22.3 per cent. compared to an increase of SAR 40.4 billion (U.S.\$10.8 billion) in the year ended 31 December 2015, which itself represented a decline of 62.8 per cent. compared to an increase of SAR 100.4 billion (U.S.\$26.8 billion) in the year ended 31 December 2014. The decrease in net flow of portfolio investment in the year ended 31 December 2016 was principally attributable to an increase in net incurrence of liabilities by SAR 63.1 billion (U.S.\$16.8 billion), despite the increase in net acquisition of financial assets by SAR 31.7 billion (U.S.\$8.4 billion) in the same year. Based on preliminary figures for 2016, net other investments recorded an increase of SAR 2.9 billion (U.S.\$773.6 million) in the year ended 31 December 2016, a decrease of 97.8 per cent. compared to an increase of SAR 130.6 billion (U.S.\$34.8 billion) in the year ended 31 December 2015, which itself represented an increase of 4.5 per cent. compared to an increase of SAR 124.5 billion (U.S.\$33.2 billion) in the year ended 31 December 2014.

## Foreign Trade

The total value of Saudi Arabia's foreign trade was SAR 1,418.3 billion (U.S.\$378.2 billion) in the year ended 31 December 2015, a decline of 26.7 per cent. from SAR 1,936.0 billion (U.S.\$516.3 billion) in the year ended 31 December 2014, while Saudi Arabia's trade surplus was SAR 108.2 billion (U.S.\$28.9 billion) in the year ended 31 December 2015, a decline of 82.9 per cent. from a trade surplus of SAR 632.2 billion (U.S.\$168.6 billion) in the year ended 31 December 2014. The ratio of Saudi Arabia's total foreign trade to its nominal GDP stood at 58.0 per cent. in the year ended 31 December 2015, compared to 68.5 per cent. in the year ended 31 December 2014.

The decline in the total value of foreign trade and the overall trade balance in the year ended 31 December 2015 was principally due to a decrease in the value of Saudi Arabia's total exports by 40.6 per cent., to SAR 763.3 billion (U.S.\$203.6 billion) in the year ended 31 December 2015 from SAR 1,284.1 billion (U.S.\$342.4 billion) in the year ended 31 December 2014. In turn, the decrease in the value of total exports was principally attributable to the significant decline in global oil prices during this period, as a result of which the value of Saudi Arabia's oil exports declined by 46.3 per cent. in the year ended 31 December 2015.

The following table sets forth Saudi Arabia's total trade volume and trade balance for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December				
	2015 <sup>(1)</sup>	2014	2013	2012	2011
	(SAR millions)				
Total exports . . . . .	763,313	1,284,122	1,409,524	1,456,502	1,367,620
Total imports . . . . .	655,033	651,876	630,582	583,473	493,449
<b>Total trade volume . . . . .</b>	<b>1,418,346</b>	<b>1,935,997</b>	<b>2,040,106</b>	<b>2,039,975</b>	<b>1,861,069</b>
<b>Trade balance . . . . .</b>	<b>108,280</b>	<b>632,246</b>	<b>778,942</b>	<b>873,029</b>	<b>874,171</b>

Source: GASTAT

Note:

(1) Preliminary figures.

## Exports

The total value of Saudi Arabia's exports was SAR 763.3 billion (U.S.\$203.6 billion), or 31.2 per cent. of total nominal GDP, in the year ended 31 December 2015, a decrease of 40.6 per cent. compared to SAR 1,284.1 billion (U.S.\$342.4 billion), or 45.4 per cent. of total nominal GDP, in the year ended

31 December 2014. The following table sets forth a breakdown of Saudi Arabia's exports by value for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December									
	2015 <sup>(1)</sup>		2014		2013		2012		2011	
	Value	Share (%)	Value	Share (%)	Value	Share (%)	Value	Share (%)	Value	Share (%)
	(SAR millions, except percentages)									
Crude oil . . . . .	486,546	63.7	938,959	73.1	1,102,478	78.2	1,144,638	78.6	1,068,659	78.1
Refined products . . . . .	86,866	11.4	128,132	10.0	104,602	7.4	120,912	8.3	122,393	8.9
<b>Total oil exports . . . . .</b>	<b>573,412</b>	<b>75.1</b>	<b>1,067,092</b>	<b>83.1</b>	<b>1,207,080</b>	<b>85.6</b>	<b>1,265,550</b>	<b>86.9</b>	<b>1,191,052</b>	<b>87.1</b>
Petrochemicals . . . . .	114,916	15.1	143,647	11.2	131,509	9.3	124,184	8.5	114,680	8.4
Construction materials . . . . .	13,681	1.8	13,704	1.1	11,753	0.8	10,536	0.7	10,332	0.8
Agricultural, animal and food products . . . . .	13,611	1.8	13,405	1.0	12,628	0.9	12,852	0.9	12,605	0.9
Other goods <sup>(2)</sup> . . . . .	47,693	6.2	46,275	3.6	46,553	3.3	43,380	3.0	38,951	2.8
<b>Total non-oil exports . . . . .</b>	<b>189,901</b>	<b>24.9</b>	<b>217,030</b>	<b>16.9</b>	<b>202,443</b>	<b>14.4</b>	<b>190,952</b>	<b>13.1</b>	<b>176,568</b>	<b>12.9</b>
<b>Total exports . . . . .</b>	<b>763,313</b>	<b>100.0</b>	<b>1,284,122</b>	<b>100.0</b>	<b>1,409,524</b>	<b>100.0</b>	<b>1,456,502</b>	<b>100.0</b>	<b>1,367,620</b>	<b>100.0</b>

Source: GASTAT

Notes:

- (1) Preliminary figures.
- (2) Including re-exports.

The value of Saudi Arabia's total oil exports (comprising crude oil and refined products) in the year ended 31 December 2015 amounted to SAR 573.4 billion (U.S.\$152.9 billion), a decline of 46.3 per cent. compared to SAR 1,067.1 billion (U.S.\$284.6 billion) in the year ended 31 December 2014. The decline was attributed to the significant decline in global oil prices since mid-2014, despite the increase in Saudi Arabia's average daily production volumes of crude oil to 10.19 million bpd in the year ended 31 December 2015 from 9.71 million bpd in the year ended 31 December 2014 (see "*Economy of Saudi Arabia—Overview*" and "*Risk Factors—Saudi Arabia's economy may be adversely affected by the current low oil price environment*"). The value of Saudi Arabia's crude oil exports decreased by 48.2 per cent., to SAR 486.5 billion (U.S.\$129.7 billion) in the year ended 31 December 2015 from SAR 939.0 billion (U.S.\$250.4 billion) in the year ended 31 December 2014, and the value of Saudi Arabia's exports of refined products decreased by 32.2 per cent. to SAR 86.9 billion (U.S.\$23.2 billion) in the year ended 31 December 2015, compared to SAR 128.1 billion (U.S.\$34.2 billion) in the year ended 31 December 2014.

Saudi Arabia's total non-oil exports, including re-exports, declined to SAR 189.9 billion (U.S.\$50.6 billion) in the year ended 31 December 2015, a decrease of 12.5 per cent. as compared to SAR 217.0 billion (U.S.\$57.9 billion) in the year ended 31 December 2014. This was principally due to a decline in Saudi Arabia's petrochemical exports by 20.0 per cent., to SAR 114.9 billion (U.S.\$30.6 billion) in the year ended 31 December 2015, compared to SAR 143.6 billion (U.S.\$38.3 billion) in the year ended 31 December 2014, principally due to declines in prevailing oil and gas prices, each of which are used as a feedstock for the production of petrochemicals. Exports of construction materials declined slightly by 0.2 per cent., to SAR 13.7 billion (U.S.\$3.6 billion) in the year ended 31 December 2015, compared to SAR 13.7 billion (U.S.\$3.6 billion) in the year ended 31 December 2014. The value of Saudi Arabia's exports of other goods (including re-exports) increased by 3.1 per cent., to SAR 47.7 billion (U.S.\$12.7 billion) in the year ended 31 December 2015, compared to SAR 46.3 billion (U.S.\$12.3 billion) in the year ended 31 December 2014.

The following table sets forth a breakdown of Saudi Arabia's exports by destination for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December									
	2015 <sup>(1)</sup>		2014		2013		2012		2011	
	Value	Share (%)	Value	Share (%)	Value	Share (%)	Value	Share (%)	Value	Share (%)
	(SAR millions, except percentages)									
China . . . . .	92,069	12.1	160,680	12.5	188,936	13.4	188,229	12.9	170,500	12.5
Japan . . . . .	80,683	10.6	156,821	12.2	179,825	12.8	192,201	13.2	180,828	13.2
United States . . . . .	80,525	10.5	162,460	12.7	199,060	14.1	208,339	14.3	187,522	13.7
India . . . . .	72,052	9.4	113,828	8.9	129,444	9.2	120,841	8.3	103,272	7.6
South Korea . . . . .	66,099	8.7	123,557	9.6	131,750	9.3	133,585	9.2	137,392	10.0
United Arab Emirates . . . . .	40,161	5.3	44,356	3.5	38,896	2.8	38,927	2.7	37,881	2.8
Singapore . . . . .	29,145	3.8	46,798	3.6	43,876	3.1	53,582	3.7	60,398	4.4
Taiwan . . . . .	23,524	3.1	43,771	3.4	51,921	3.7	50,277	3.5	46,848	3.4
Bahrain . . . . .	20,652	2.7	34,559	2.7	38,081	2.7	39,121	2.7	36,935	2.7
France . . . . .	15,837	2.1	31,662	2.5	32,191	2.3	26,002	1.8	24,679	1.8
<b>Total Top 10 . . . . .</b>	<b>520,746</b>	<b>68.2</b>	<b>918,492</b>	<b>71.5</b>	<b>1,033,980</b>	<b>73.4</b>	<b>1,051,104</b>	<b>72.2</b>	<b>986,255</b>	<b>72.1</b>
<i>Total GCC countries . . . . .</i>	<i>79,009</i>	<i>10.4</i>	<i>97,413</i>	<i>7.6</i>	<i>95,264</i>	<i>6.8</i>	<i>96,340</i>	<i>6.6</i>	<i>92,536</i>	<i>6.8</i>
<i>Total EU countries . . . . .</i>	<i>88,997</i>	<i>11.7</i>	<i>156,468</i>	<i>12.2</i>	<i>163,154</i>	<i>11.6</i>	<i>176,211</i>	<i>12.1</i>	<i>163,982</i>	<i>12.0</i>
<b>Total Exports . . . . .</b>	<b>763,313</b>	<b>100.0</b>	<b>1,284,122</b>	<b>100.0</b>	<b>1,409,524</b>	<b>100.0</b>	<b>1,456,502</b>	<b>100.0</b>	<b>1,367,620</b>	<b>100.0</b>

Source: GASTAT

Note:

(1) Preliminary figures.

China, which is the world's leading importer of crude oil, represented the largest share of Saudi Arabia's exports in the year ended 31 December 2015, accounting for SAR 92.1 billion (U.S.\$24.6 billion), or 12.1 per cent. of Saudi Arabia's total exports, a decrease of 42.7 per cent. compared to SAR 160.7 billion (U.S.\$42.8 billion) in the year ended 31 December 2014. This decrease was principally attributable to the significant decline in global oil prices since mid-2014 and a slowdown of economic growth in China. Similarly, the value of Saudi Arabia's exports to other major oil importing countries in Asia and the Far East, such as Japan, India and South Korea, also declined by 48.6 per cent., 36.7 per cent. and 46.5 per cent., respectively in the year ended 31 December 2015. These declines were notwithstanding an increase in the total volume of oil exported by Saudi Arabia to countries in Asia and the Far East by 3.7 per cent., to 1,669.6 million barrels in the year ended 31 December 2015 from 1,610.0 million barrels in the year ended 31 December 2014.

The value of Saudi Arabia's exports to the United States declined by 50.4 per cent. in the year ended 31 December 2015, which was attributable to both the decline in global oil prices and a decline in the volume of oil exported by Saudi Arabia to the United States by 9.2 per cent., to 384.1 million barrels in the year ended 31 December 2015 from 423.1 million barrels in the year ended 31 December 2014.

In line with Saudi Arabia's continued efforts to expand its economic base and diversify non-oil exports, Saudi Arabia has adopted a number of structural and institutional reforms, including the establishment of the Saudi Export Programme ("SEP"). The SEP, which was formed by the SFD, aims to provide necessary funding for exporters and importers of Saudi-origin goods. The SEP provides finance and credit facilities necessary for the development of Saudi Arabia's non-oil exports to diversify the sources of national

income. The following table sets forth the finance and guarantee of Saudi exports by the SEP for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December									
	2015		2014		2013		2012		2011	
	Fin.	Guarantee	Finance	Guarantee	Finance	Guarantee	Fin.	Guarantee	Fin.	Guarantee
	(SAR millions)									
Chemical and plastic products . . . . .	7,760	1,171	—	954	2,419	917	1,388	1,998	1,266	2,857
Capital projects . . . . .	—	—	68	—	—	6	—	13	1,005	—
Credit lines . . . . .	143	—	244	—	431	—	503	—	240	—
Metal products, machines and equipment . . . . .	4	—	113	—	11	—	19	—	—	14
Other . . . . .	219	56	633	117	—	390	—	54	188	30
<b>Total . . . . .</b>	<b>8,126</b>	<b>1,227</b>	<b>1,057</b>	<b>1,071</b>	<b>2,861</b>	<b>1,313</b>	<b>1,909</b>	<b>2,065</b>	<b>2,699</b>	<b>2,901</b>

Source: SFD

### Imports

The total value of Saudi Arabia's imports was SAR 655.0 billion (U.S.\$174.7 billion), or 26.8 per cent. of total nominal GDP, in the year ended 31 December 2015, an increase of 0.5 per cent. compared to SAR 651.9 billion (U.S.\$173.8 billion), or 23.1 per cent. of total nominal GDP, in the year ended 31 December 2014. The following table sets forth a breakdown of Saudi Arabia's imports by value for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December									
	2015 <sup>(1)</sup>		2014		2013		2012		2011	
	Value	Share (%)	Value	Share (%)	Value	Share (%)	Value	Share (%)	Value	Share (%)
	(SAR millions, except percentages)									
Machines, appliances and electrical equipment . . . . .	178,321	27.2	171,011	26.2	165,230	26.2	154,062	26.4	131,988	26.7
Transport equipment . . . . .	120,516	18.4	108,610	16.7	107,552	17.1	103,544	17.7	77,141	15.6
Foodstuffs . . . . .	91,928	14.0	91,626	14.1	90,340	14.3	81,249	13.9	75,033	15.2
Metals and metal products . . . . .	64,473	9.8	79,759	12.2	78,102	12.4	80,376	13.8	66,225	13.4
Chemical products . . . . .	55,014	8.4	56,276	8.6	50,554	8.0	48,208	8.3	41,952	8.5
Jewellery, precious metals and stones . . . . .	21,785	3.3	19,206	2.9	19,025	3.0	11,009	1.9	9,232	1.9
Textiles and clothing . . . . .	21,627	3.3	20,229	3.1	18,880	3.0	18,065	3.1	16,938	3.4
Other goods . . . . .	101,369	15.6	105,159	16.1	100,899	16.0	86,960	14.9	74,940	15.2
<b>Total imports . . . . .</b>	<b>655,033</b>	<b>100.0</b>	<b>651,876</b>	<b>100.0</b>	<b>630,582</b>	<b>100.0</b>	<b>583,473</b>	<b>100.0</b>	<b>493,449</b>	<b>100.0</b>

Source: GASTAT

Note:

(1) Preliminary figures.

Imports of machines, appliances and electrical equipment represented the largest component of Saudi Arabia's imports in the year ended 31 December 2015, accounting for SAR 178.3 billion (U.S.\$47.6 billion), or 27.2 per cent., of total imports, an increase of 4.3 per cent. compared to SAR 171.0 billion (U.S.\$45.6 billion) in the year ended 31 December 2014. Transport equipment represented the second largest component of Saudi Arabia's imports in the year ended 31 December 2015, accounting for SAR 120.5 billion (U.S.\$32.1 billion), or 18.4 per cent., of total imports, an increase of 11.0 per cent. compared to SAR 108.6 billion (U.S.\$29.0 billion) in the year ended 31 December 2014. Foodstuffs represented the third largest component of Saudi Arabia's imports in the year ended 31 December 2015, accounting for SAR 91.9 billion (U.S.\$24.5 billion), or 14.0 per cent., of total imports, an increase of 0.3 per cent. compared to SAR 91.6 billion (U.S.\$24.4 billion) in the year ended 31 December 2014.

The following table sets forth a breakdown of Saudi Arabia's imports by origin for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December									
	2015 <sup>(1)</sup>		2014		2013		2012		2011	
	Value	Share (%)	Value	Share (%)	Value	Share (%)	Value	Share (%)	Value	Share (%)
	(SAR millions, except percentages)									
China . . . . .	92,398	14.1	87,122	13.4	78,488	12.4	74,195	12.7	64,829	13.1
United States . . . . .	89,678	13.7	84,730	13.0	85,376	13.5	78,770	13.5	61,943	12.6
Germany . . . . .	46,116	7.0	47,093	7.2	44,812	7.1	41,367	7.1	33,964	6.9
Japan . . . . .	37,286	5.7	37,306	5.7	35,153	5.6	38,989	6.7	31,065	6.3
South Korea . . . . .	37,251	5.7	32,336	5.0	36,018	5.7	35,467	6.1	29,076	5.9
United Arab Emirates . .	33,264	5.1	31,019	4.8	31,940	5.1	24,495	4.2	20,426	4.1
India . . . . .	22,532	3.4	23,509	3.6	21,821	3.5	19,581	3.4	16,191	3.3
France . . . . .	20,462	3.1	22,132	3.4	19,663	3.1	18,603	3.2	18,178	3.7
Italy . . . . .	19,835	3.0	21,929	3.4	20,374	3.2	17,484	3.0	17,290	3.5
United Kingdom . . . . .	18,799	2.9	17,271	2.6	16,043	2.5	15,719	2.7	14,313	2.9
<b>Total Top 10 . . . . .</b>	<b>417,621</b>	<b>63.7</b>	<b>404,446</b>	<b>62.0</b>	<b>389,688</b>	<b>61.8</b>	<b>364,670</b>	<b>62.5</b>	<b>307,275</b>	<b>62.3</b>
<b>Total GCC countries . . . . .</b>	<b>48,714</b>	<b>7.4</b>	<b>47,793</b>	<b>7.3</b>	<b>48,448</b>	<b>7.7</b>	<b>38,809</b>	<b>6.7</b>	<b>32,133</b>	<b>6.5</b>
<b>Total EU countries . . . . .</b>	<b>168,483</b>	<b>25.7</b>	<b>171,440</b>	<b>26.3</b>	<b>159,669</b>	<b>25.3</b>	<b>147,524</b>	<b>25.3</b>	<b>133,228</b>	<b>27.0</b>
<b>Total Imports . . . . .</b>	<b>655,033</b>	<b>100.0</b>	<b>651,876</b>	<b>100.0</b>	<b>630,582</b>	<b>100.0</b>	<b>583,473</b>	<b>100.0</b>	<b>493,449</b>	<b>100.0</b>

Source: GASTAT

Note:

(1) Preliminary figures.

China represented the largest share of Saudi Arabia's imports in the year ended 31 December 2015, accounting for SAR 92.4 billion (U.S.\$24.6 billion), or 14.1 per cent. of total imports, an increase of 6.1 per cent. compared to SAR 87.1 billion (U.S.\$23.2 billion) in the year ended 31 December 2014. Imports from the United States represented the second largest share of Saudi Arabia's imports in the year ended 31 December 2015, accounting for SAR 89.7 billion (U.S.\$23.9 billion), or 13.7 per cent. of total imports, an increase of 5.8 per cent. compared to SAR 84.7 billion (U.S.\$22.6 billion) in the year ended 31 December 2014. In the year ended 31 December 2015, imports from Saudi Arabia's top 10 countries by origin accounted for 63.7 per cent. of total imports, while imports from the other GCC countries and EU countries accounted for 7.4 per cent. and 25.7 per cent., respectively, of Saudi Arabia's total imports.

### Contributions to International Development Institutions and Developing Countries

Since the mid-1970s, Saudi Arabia has been a leading donor in terms of overseas development aid and has contributed significant amounts to developmental causes across the globe. In May 2015, under the sponsorship of the King, the King Salman Humanitarian Aid and Relief Centre ("KSHARC") was founded to provide humanitarian aid and relief internationally. One of the earliest initiatives of KSHARC was the provision of support to the people of Yemen in the form of food and medical assistance.

Saudi Arabia extends aid and soft loans to several developing countries. The following table sets forth the total foreign aid and loans provided by Saudi Arabia through bilateral channels and multilateral institutions for each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December				
	2015	2014	2013	2012	2011
	(SAR millions)				
Loans and aid . . . . .	26,074	50,336	20,843	4,198	18,442
Contributions to associations and organisations . . . . .	4,147	1,626	1,241	3,144	752
Multilateral aid . . . . .	97	99	1,107	421	1,206
<b>Total . . . . .</b>	<b>30,318</b>	<b>52,061</b>	<b>23,191</b>	<b>7,763</b>	<b>20,400</b>

Source: Ministry of Finance

Saudi Arabia is a significant contributor to various Arab, regional and international development institutions. The following table sets forth Saudi Arabia's contribution to various development agencies prior to 31 December 2015:

Institution	As at 31 December 2015		
	Total capital	Saudi Arabia contribution	Saudi Arabia shareholding (%)
	(U.S.\$ millions)		
International Monetary Fund . . . . .	330,121	9,682	2.9
International Bank for Reconstruction and Development . . . . .	252,821	8,023	3.2
The International Development Agency . . . . .	244,694	2,635	1.1
African Development Bank . . . . .	103,562	194	0.2
Islamic Development Bank . . . . .	74,861	17,607	23.5
Arab Fund for Economic and Social Development . . . . .	8,380	2,046	24.4
OPEC Fund for International Development . . . . .	6,132	2,090	34.0
International Fund for Agricultural Development . . . . .	3,652	486	13.3
Arab Bank for Economic Development in Africa . . . . .	3,575	890	24.9
Arab Monetary Fund . . . . .	3,416	513	15.0
International Finance Corporation . . . . .	2,566	51	2.0
Islamic Solidarity Fund for Development . . . . .	2,270	1,000	44.1
Multilateral Investment Guarantee Agency . . . . .	1,919	60	3.1
The Special Account for Financing Small and Medium-Sized Private Sector Projects in the Arab Countries . . . . .	1,266	500	39.5
Islamic Corporation for Private Sector Development . . . . .	799	150	18.8
International Islamic Trade Financing Corporation . . . . .	702	120	17.1
Islamic Corporation for Investment Insurance and Export Credit . . . . .	424	89	20.9
Arab Authority for Agricultural Investment and Development . . . . .	501	116	23.1
Arab Investment Guarantee Corporation . . . . .	147	25	16.7
The Arab Gulf Program for Development . . . . .	—	520	—
African Development Fund . . . . .	—	371	—

Source: SFD

### *Saudi Fund for Development*

The SFD was established in 1974 with the primary objective of participating in the financing of development projects in developing countries through the provision of soft loans. In addition, the SFD provides technical assistance and supports Saudi Arabia's non-crude oil exports by providing export financing and guarantees through the SEP.

The total value of loans extended by the SFD from its establishment until 31 December 2015 was SAR 47.1 billion (U.S.\$12.6 billion), which financed 578 development projects and programmes. In 2015 alone, the SFD also financed 16 transactions for the export of national commodities representing a total value exceeding SAR 8.1 billion (U.S.\$2.2 billion), and approved the issuance and/or renewal of 15 export guarantee policies representing a total value of SAR 2.6 billion (U.S.\$0.7 billion). Since its establishment through to 31 December 2015, the SFD has entered into 287 financing and guarantee transactions with a total value of SAR 48.5 billion (U.S.\$12.9 billion).

As at 31 December 2015, the SFD has contributed to the financing of 337 development projects and programmes in 45 African countries representing a total value of SAR 23.9 billion (U.S.\$6.4 billion), followed by Asian countries where the SFD has contributed to the financing of 225 development projects and programmes in 29 countries representing a total value of SAR 22.0 billion (U.S.\$5.9 billion). The SFD focuses on the social infrastructure, agriculture, energy and industry sectors. Since the SFD's establishment, it has financed 196 development projects and programmes in the transport and communication sector, 178 in the social infrastructure sector, 86 in the agricultural sector, 68 in the power sector, 18 in the industry and mining sector, and 32 in other sectors.



The following table sets forth certain details regarding the distribution of the SFD's development loans since the establishment of the programme until 31 December 2015:

Region	As at 31 December 2015						
	No. of Countries	Projects		Programmes		Total	
		Number	Amount	Number	Amount	Number	Amount
							(SAR millions, except percentages)
Africa . . . . .	45	313	23,241.0	24	671.8	337	23,912.8
Asia . . . . .	29	223	21,742.0	2	242.0	225	21,984.0
Other regions . . . . .	8	15	1,089.3	1	112.5	16	1,201.8
<b>Total . . . . .</b>	<b>82</b>	<b>551</b>	<b>46,072.3</b>	<b>27</b>	<b>1,026.4</b>	<b>578</b>	<b>47,098.7</b>

Source: SFD

With respect to its activities under the SEP, the SFD approved 149 transactions in 23 countries from its establishment until 31 December 2015, representing a total value of SAR 21.7 billion (U.S.\$5.8 billion), 103 of which comprised direct financing, representing a total value of SAR 18.8 billion (U.S.\$5.0 billion) and 46 of which comprised credit lines, representing a total value of SAR 3.0 billion (U.S.\$0.8 billion). The transactions under the SEP include exports of iron goods, fertilisers, food items, agricultural and industrial equipment, medical instruments and petroleum derivatives.

## MONETARY AND FINANCIAL SYSTEM

### Saudi Arabian Monetary Authority

Saudi Arabia's monetary, banking and financial system is generally regulated and supervised by SAMA, Saudi Arabia's central bank, which was established on 20 April 1952. SAMA's functions include issuing Saudi Arabia's national currency, the Saudi riyal, regulating commercial banks, exchange dealers, the insurance sector and non-bank finance companies, managing Saudi Arabia's foreign exchange reserves, promoting price and exchange rate stability, ensuring the growth and soundness of Saudi Arabia's financial system and managing, operating and supervising its infrastructure, including a number of cross-bank electronic financial systems.

SAMA is supervised by a Board of Directors that is headed by a Governor, who is appointed by Royal Decree for a term of four years, and such term can be extended by Royal Decree for a similar period. SAMA's Board also comprises three other members nominated from the private sector, who are also appointed by Royal Decree to serve for terms of five years. The members of the Board of Directors, including the Governor and the Vice-Governor, are approved by the Council of Ministers, and thereafter appointed by Royal Decree.

The following table sets forth SAMA's balance sheet data for each of the years ended 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively.

	As at 31 December					
	2016	2015	2014	2013	2012	2011
	(SAR millions)					
<b>Assets:</b>						
Foreign currencies and gold . . . . .	234,505	237,212	216,132	194,684	186,227	169,033
Cash in vault . . . . .	34,516	39,300	35,240	28,296	33,415	29,187
Deposits with banks abroad . . . . .	401,144	552,360	510,972	546,629	576,415	414,007
Investments in foreign securities . . . . .	1,365,189	1,505,023	1,998,580	1,952,837	1,670,020	1,427,820
Other assets . . . . .	41,517	39,487	31,185	16,283	18,986	17,817
<b>Total assets . . . . .</b>	<b><u>2,076,871</u></b>	<b><u>2,373,382</u></b>	<b><u>2,792,109</u></b>	<b><u>2,738,728</u></b>	<b><u>2,485,063</u></b>	<b><u>2,057,864</u></b>
<b>Liabilities:</b>						
Currency issued . . . . .	234,505	237,212	216,132	194,684	186,227	169,033
Deposits and reserves of the central Government . . . . .	750,210	1,049,841	1,412,635	1,508,334	1,400,947	1,083,364
Deposits of Government institutions . . . . .	154,514	142,074	182,270	165,720	152,544	136,844
Regulatory deposits for financial institutions . . . . .	97,839	98,117	92,558	81,901	70,791	63,511
Foreign institutions' deposits in local currency . . . . .	18,490	11,213	9,695	6,358	4,091	3,774
SAMA bills and repurchase agreements <sup>(1)</sup> . . . . .	164,755	182,947	427,815	459,932	441,210	379,202
Other liabilities . . . . .	656,557	651,978	451,004	321,800	229,254	222,136
<b>Total liabilities . . . . .</b>	<b><u>2,076,871</u></b>	<b><u>2,373,382</u></b>	<b><u>2,792,109</u></b>	<b><u>2,738,728</u></b>	<b><u>2,485,063</u></b>	<b><u>2,057,864</u></b>

Source: SAMA

Note:

(1) Representing monetary policy instruments.

In recent years, SAMA has introduced various initiatives, many of which have already been implemented, that have positively contributed to the economic and financial stability of Saudi Arabia. These initiatives include the implementation of Basel III requirements, development of a formal macro-prudential policy framework, establishment of a deposit protection fund, implementation of regulations relating to finance companies, and adoption of International Financial Reporting Standards. Significant progress has also been made in areas such as AML and CFT. See “—*Regulation*” below.

Saudi Arabia has been subject to a number of reviews of its financial system in recent years. These include the Financial Sector Assessment Programme conducted by a joint IMF-World Bank Team in 2011 and 2013, a Regulatory Consistency Assessment Programme on Capital Adequacy and Liquidity Coverage Ratio conducted by a Team of the Basel Committee on Banking Supervision in 2015, and a Peer Review conducted by the Financial Stability Board (FSB) in 2015. Each of these reviews indicated that Saudi Arabia has either fully or largely implemented systems that comply with international regulations. In February 2017, SAMA was awarded the Initiative of the Year Award for 2016-2017 in the “*risk and compliance management category at central banks level*” by the Central Banking Awards Committee.

SAMA has fully implemented the Basel III rules dealing with capital and risk weighted assets, liquidity and leverage ratios, and banks in Saudi Arabia have already met the Basel III requirements, which are required to be fully met by 2019 in these areas.

The Government and SAMA are particularly focused on protecting the economy and the banking system from the threat of cybercrimes, and various payment systems have been developed in order to achieve this goal. These include the Saudi Arabian Riyal Interbank Express (SARIE), the SADAD payment system, the Saudi payment network (MADA), the e-payment service (MADA ATHEER), and mobile banking applications. According to the International Telecommunication Union, Saudi Arabia was ranked nineteenth on the Global Cybersecurity Index in 2015. SAMA has invested heavily in safeguarding national payment systems by adopting the latest information security standards based on international best practices, including processes, products and people awareness and education. As the owner of major critical national infrastructure, SAMA is a key member of the National Cyber Security Centre, which coordinates between critical national infrastructures in Saudi Arabia regarding cyber threats. SAMA is also a member of the Committee on Payments and Markets Infrastructure of the Bank for International Settlements (BIS).

## Monetary Policy

### *Fixed Exchange Rate Policy*

The Saudi riyal has been pegged to the U.S. dollar at a rate of SAR 3.75 = U.S.\$1.00 since June 1986. The maintenance of the Saudi riyal as a stable and convertible currency is one of the principal objectives of Saudi Arabia's monetary policy. This policy is consistent with Saudi Arabia's current and capital accounts, and fits in with the regional framework of U.S. dollar-pegged exchange rates, as the pricing of oil and gas and the majority of Saudi Arabia's exports and imports are denominated in U.S. dollars. The currencies of all of the GCC countries (except Kuwait, whose currency is pegged to a basket of currencies) are pegged to the U.S. dollar.

The exchange rate of the Saudi riyal against the U.S. dollar has remained relatively stable in the spot market. However, the forward market witnessed some volatility in 2015, with the one-year forward U.S.\$/SAR exchange rate reaching its highest level (988.75 bps) since the historical movements in 1993 and 1998. This volatility was driven mostly by the decline in global oil prices since mid-2014, devaluation of currencies by other central banks, and speculative activities. On account of the sound financial indicators of Saudi Arabia, including large reserves, low non-performing assets and comfortable levels of liquidity, the forward market returned to lower levels (at around 110 bps) as at 28 February 2017.

As capital flows are not restricted in Saudi Arabia, only limited discrepancy exists between interest rates in Saudi Arabia and the United States, and SAMA therefore has limited scope to use interest rates as a monetary tool. However, SAMA utilises a number of other policy instruments for liquidity management in the domestic financial system, including cash reserve ratios, placement of public funds, foreign-exchange swaps and SAMA bills.

SAMA has stated its commitment to the fixed exchange policy and will continue to support it in order to maintain the stability of the Saudi riyal to serve the interests of Saudi Arabia's economy.

### *Inflation*

Based on preliminary data, the inflation rate in Saudi Arabia was 3.5 per cent. in the year ended 31 December 2016, compared to 2.2 per cent., 2.7 per cent., 3.5 per cent., 2.9 per cent. and 3.7 per cent. in the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively. The following table sets forth the cost of living index (the "COL Index") and the percentage change, year-on-year, of consumer prices in Saudi Arabia for each of the years ended 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December					
	2016	2015	2014	2013	2012	2011
COL Index <sup>(1)</sup> . . . . .	137.6	132.9	130.1	126.7	122.4	119.0
COL Index Inflation (%) . . . . .	3.5	2.2	2.7	3.5	2.9	3.7

Source: GASTAT

Note:

(1) COL index based on 2007=100

The COL index in Saudi Arabia comprises 12 groups. The three groups with the largest weighting in the COL index are: (i) food and beverages (21.7 per cent. of total weight); (ii) housing, water, electricity and gas (20.5 per cent.); and (iii) transport (10.4 per cent.), which showed inflation levels of 0.6 per cent., 7.3 per cent. and 10.0 per cent., respectively, in the year ended 31 December 2016, compared to 1.7 per cent., 3.4 per cent. and 1.3 per cent., respectively, in the year ended 31 December 2015 and 3.3 per cent., 3.4 per cent. and minus 0.5 per cent., respectively, in the year ended 31 December 2014. Given its weight in the COL Index, inflation in the housing, water, electricity and gas group was the biggest overall contributor to the increase in the overall COL Index in 2016, 2015 and 2014.

The following table sets forth details of the Saudi Arabia COL index for the year ended 31 December 2016 and the rate of inflation in Saudi Arabia for each of the years ended 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively.

	Weight (%)	Index 2007=100	Year ended 31 December					
			2016	2015	2014	2013	2012	2011
<b>COL group:</b>			<b>Inflation (%)</b>					
Food and beverages	21.7	146.6	0.6	1.7	3.3	5.7	4.6	5.2
Housing, water, electricity and gas	20.5	176.6	7.3	3.4	3.4	3.5	3.3	11.3
Transport	10.4	122.9	10.0	1.3	(0.5)	2.5	5.0	3.4
Furnishings, household equipment and maintenance	9.1	134.3	2.0	2.7	4.5	4.3	1.7	7.9
Clothing and footwear	8.4	113.6	3.8	3.8	0.7	1.4	3.6	(1.4)
Communication	8.1	95.8	1.4	0.9	(0.1)	1.8	0.1	(5.8)
Miscellaneous goods and services	6.8	124.3	2.5	1.0	2.1	(0.2)	3.4	3.4
Restaurants and hotels	5.7	125.8	1.8	(1.2)	2.2	4.2	4.0	2.8
Recreation and culture	3.5	119.2	0.3	4.8	7.2	1.7	(0.2)	7.7
Education	2.7	123.2	4.5	1.7	2.9	2.2	1.4	(4.0)
Health	2.6	122.8	6.2	2.7	3.2	3.2	2.1	0.1
Tobacco	0.5	194.2	17.3	2.0	6.0	8.4	11.5	6.3
<b>Total</b>	<b>100.0</b>	<b>137.6</b>	<b>3.5</b>	<b>2.2</b>	<b>2.7</b>	<b>3.5</b>	<b>2.9</b>	<b>3.7</b>

Source: SAMA Inflation Reports

### Interest Rates

The three-month Saudi Arabia Inter-Bank Offer Rate (“SIBOR”) increased steadily during 2015 and this trend continued in the first ten months of 2016, with three-month average SIBOR reaching 2.4 per cent. as at 31 October 2016. The increase in SIBOR was largely attributable to certain macroeconomic developments, including the decline in global oil prices and a decrease in bank deposits as a result of domestic investment in bonds issued by the Government during this period (see “*Indebtedness*”). As a result of the increasing SIBOR, SAMA took several measures to ease liquidity conditions, including relaxing the loan-to-deposit ratio applicable to banks in Saudi Arabia from 85.0 per cent. to 90.0 per cent. in February 2016 and placing deposits in the banking system in June and October 2016. These measures, together with the various measures implemented by SAMA, significantly eased liquidity conditions and the SIBOR rate has been decreasing steadily since 31 October 2016, reaching 1.9 per cent. as at 28 February 2017. The reverse repo rate was increased by SAMA in December 2015 from 25 basis points to 50 basis points, as a response to an increase in interest rates in the United States by the U.S. Federal Reserve, and was further increased by SAMA from 50 basis points to 75 basis points in December 2016 and from 75 basis points to 100 basis points in March 2017, as a response to recent developments in domestic and international financial markets. The following table sets forth the monthly average SIBOR, repo rate and reverse repo rate for each of the years ended 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December					
	2016	2015	2014	2013	2012	2011
SIBOR (three-month average)	2.0662	0.8797	0.9358	0.9532	0.9163	0.6945
Repo rate	2.0000	2.0000	2.0000	2.0000	2.0000	2.0000
Reverse repo rate	0.7500	0.5000	0.2500	0.2500	0.2500	0.2500

Source: SAMA

In order to allow for further transparency and reliability in the method of calculation of SIBOR, on 21 November 2016, SAMA announced the appointment of Thomson Reuters as benchmark administrator and calculation agent for SIBOR. SAMA announced that a panel of banks will contribute initially to

SIBOR, which will then be calculated and administered by Thomson Reuters based on documented methodology and procedures aligned with the International Organisation of Securities Commission Principles for Financial Benchmarks.

## Money Supply

The following table sets forth an analysis of Saudi Arabia's money supply as at 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively.

	As at 31 December					
	2016	2015	2014	2013	2012	2011
	(SAR millions)					
Currency outside banks . . . . .	170,341	169,328	153,777	143,169	133,146	119,929
Demand deposits . . . . .	974,094	976,231	989,174	857,280	753,970	641,056
M1 <sup>(1)</sup> . . . . .	1,144,435	1,145,559	1,142,951	1,000,449	887,115	760,985
Time and savings deposits . . . . .	491,595	434,501	398,743	345,035	324,428	305,441
M2 <sup>(2)</sup> . . . . .	1,636,030	1,580,060	1,541,694	1,345,485	1,211,543	1,066,427
Other quasi-monetary deposits . . . . .	151,321	194,036	187,661	199,664	182,211	157,136
M3 <sup>(3)</sup> . . . . .	1,787,352	1,774,096	1,729,356	1,545,149	1,393,754	1,223,563

Source: SAMA

Notes:

- (1) Currency outside banks plus demand deposits.
- (2) M1 plus time and savings deposits.
- (3) M2 plus other quasi-monetary deposits.

M1 recorded a decline, while M2 and M3 each recorded growth, in the year ended 31 December 2016. The growth in M3, the broadest measure for domestic liquidity in Saudi Arabia (which comprises currency outside banks and aggregate bank deposits), slowed considerably in 2016, increasing by 0.7 per cent. to SAR 1,787.4 billion (U.S.\$476.6 billion) as at 31 December 2016 from SAR 1,774.1 billion (U.S.\$473.1 billion) as at 31 December 2015, which was an increase of 2.6 per cent. from SAR 1,729.4 billion (U.S.\$461.2 billion) as at 31 December 2014, compared to growth of 11.9 per cent. in the year ended 31 December 2014. This decline in the growth of M3 during 2016 was attributable to a decline of 22.0 per cent. in other quasi-monetary deposits in the year ended 31 December 2016 (which represented 9.4 per cent. of total deposits as at 31 December 2016), to SAR 151.3 billion (US\$40.4 billion), and a decline of 0.2 per cent. in demand deposits in the year ended 31 December 2016 (which represented 60.2 per cent. of total deposits as at 31 December 2016), to SAR 974.1 billion (U.S.\$259.8 billion), while time and saving deposits (which represented 30.4 per cent. of total deposits as at 31 December 2016) recorded growth of 13.1 per cent. in the year ended 31 December 2016, to reach SAR 491.6 billion (U.S.\$131.1 billion) (see “—*The Banking Sector—Bank Deposits*” below). In addition to time and saving deposits, the component of M3 that recorded increasing growth rates was currency outside banks, which grew by 0.6 per cent in the year ended 31 December 2016.

## Monetary Survey

The following table sets forth details of the monetary survey, which is the consolidated balance sheet for Saudi Arabia's banking system (inclusive of SAMA), as at 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively.

	As at 31 December					
	2016	2015	2014	2013	2012	2011
	(SAR millions)					
<b>Assets:</b>						
Foreign assets (net) . . . . .	2,128,054	2,508,920	2,875,326	2,824,078	2,562,004	2,140,359
—SAMA foreign assets . . . . .	1,982,348	2,283,382	2,715,989	2,687,792	2,428,571	2,007,086
—Commercial banks' foreign assets . . . . .	145, 706	225,538	159,336	136,286	133,433	133,273
Bank claims on private sector . . . . .	1,405,474	1,371,925	1,256,210	1,123,645	999,127	858,365
Bank claims on public sector . . . . .	178,416	86,158	53,134	49,628	42,491	47,554
Bank claims on non-financial public sector enterprises . . . . .	49,012	38,820	45,816	44,127	39,585	31,831
<b>Total assets</b> . . . . .	<b>3,760,956</b>	<b>4,005,822</b>	<b>4,230,485</b>	<b>4,041,478</b>	<b>3,643,207</b>	<b>3,078,109</b>
<b>Liabilities:</b>						
Currency outside banks . . . . .	170,341	169,328	153,777	143,169	133,146	119,929
Demand deposits . . . . .	974,094	976,231	989,174	857,280	753,970	641,056
Time and savings deposits . . . . .	491,595	434,501	398,743	345,035	324,428	305,441
Other quasi-money deposits <sup>(1)</sup> . . . . .	151,321	194,036	187,661	199,664	182,211	157,136
Government deposits <sup>(2)</sup> . . . . .	875,424	1,162,521	1,560,706	1,641,540	1,516,744	1,187,984
Other items (net) . . . . .	1,098,180	1,069,205	940,423	854,790	732,709	666,563
<b>Total liabilities</b> . . . . .	<b>3,760,956</b>	<b>4,005,822</b>	<b>4,230,485</b>	<b>4,041,478</b>	<b>3,643,207</b>	<b>3,078,109</b>

Source: SAMA

Notes:

- (1) Comprises residents' foreign currency deposits, marginal deposits for letters of credit, outstanding remittances, and banks repo transactions with the private sector.
- (2) Including letters of credit and documents for collection.

The total assets of Saudi Arabia's banking system (including SAMA) declined by 6.1 per cent. in the year ended 31 December 2016, to SAR 3,761.0 billion (U.S.\$1,002.9 billion) as at 31 December 2016 from SAR 4,005.8 billion (U.S.\$1,068.2 billion) as at 31 December 2015, which was a decline of 5.3 per cent. from SAR 4,230.5 billion (U.S.\$1,128.1 billion) as at 31 December 2014. This decline in the total assets of Saudi Arabia's banking system was principally attributable to a decline in foreign assets held by SAMA by 13.2 per cent., to SAR 1,982.3 billion (U.S.\$528.6 billion) as at 31 December 2016 from SAR 2,283.4 billion (U.S.\$608.9 billion) as at 31 December 2015, which represented a decline of 15.9 per cent. from SAR 2,716.0 billion (U.S.\$724.3 billion) as at 31 December 2014 (see “—Reserve Assets” below), as well as, in respect of the year ended 31 December 2016, a decrease in commercial banks' foreign assets by 35.4 per cent., to SAR 145.7 billion (U.S.\$38.9 billion) as at 31 December 2016 from SAR 225.5 billion (U.S.\$60.1 billion) as at 31 December 2015, noting that commercial banks' foreign assets increased during the year ended 31 December 2015 by 41.5 per cent. from SAR 159.3 billion (U.S.\$42.5 billion) as at 31 December 2014. As a result, foreign assets as a percentage of total assets of Saudi Arabia's banking system declined to 56.6 per cent. as at 31 December 2016, compared to 62.6 per cent. and 68.0 per cent. as at 31 December 2015 and 2014, respectively. In contrast, the share of domestic assets as a percentage of total assets increased to 43.4 per cent. as at 31 December 2016, compared to 37.4 per cent. and 32.0 per cent. as at 31 December 2015 and 2014, respectively, which was also attributable to growth in bank claims on the private sector and the Government (see “—The Banking Sector—Bank Credit” below). The decline in Government revenues in the fiscal year 2016 (see “Public Finance”) led to a decline in Government deposits by 24.7 per cent., to SAR 875.4 billion (U.S.\$233.4 billion) as at 31 December 2016 from SAR 1,162.5 billion (U.S.\$310.0 billion) as at 31 December 2015, which was a decline of 25.5 per cent. from SAR 1,560.7 billion (U.S.\$416.2 billion) as at 31 December 2014.

## Reserve Assets

The following table sets forth a breakdown of the Government's reserve assets, as at 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively.

	As at 31 December					
	2016	2015	2014	2013	2012	2011
	(SAR millions)					
Monetary gold . . . . .	1,624	1,624	1,624	1,624	1,624	1,624
Special drawing rights . . . . .	27,601	33,767	34,045	36,172	36,974	38,600
IMF reserve position . . . . .	7,277	11,230	14,703	19,354	21,111	18,233
Foreign currency and deposits abroad . . . . .	613,768	763,906	702,296	716,614	737,282	556,609
Investment in foreign securities . . . . .	1,358,970	1,501,041	1,993,657	1,947,704	1,665,162	1,424,989
<b>Total reserve assets . . . . .</b>	<b>2,009,239</b>	<b>2,311,567</b>	<b>2,746,324</b>	<b>2,721,468</b>	<b>2,462,153</b>	<b>2,040,055</b>

Source: SAMA

The Government's reserve assets are managed with the objective of capital preservation and are invested internationally in a diversified portfolio of different asset classes denominated in major currencies, with a focus on quality, liquidity and risk-adjusted returns. The majority of the Government's reserve assets are in the form of foreign securities issued or guaranteed by other highly-rated sovereigns with maturities of less than five years.

The Government's reserve assets amounted to SAR 2,009.2 billion (U.S.\$535.8 billion) as at 31 December 2016, a decrease of 13.1 per cent. compared to SAR 2,311.6 billion (U.S.\$616.4 billion) as at 31 December 2015, which was a decrease of 15.8 per cent. compared to SAR 2,746.3 billion (U.S.\$732.4 billion) as at 31 December 2014. This decrease in reserve assets was primarily attributable to utilising reserve assets to assist with financing the fiscal deficit resulting from the decline in foreign currency inflows in the years ended 31 December 2015 and 2016, which was attributable to the decline in the price of oil since mid-2014 (see "*Balance of Payments and Foreign Trade*").

## The Banking Sector

### Overview

The Saudi Arabian banking sector is the largest segment of the Saudi financial system, with the total assets of commercial banking institutions in Saudi Arabia being equivalent to 94.1 per cent. of nominal GDP and 126.0 per cent. of non-oil nominal GDP for the year ended 31 December 2016, compared to 90.4 per cent. of nominal GDP and 124.9 per cent. of non-oil nominal GDP for the year ended 31 December 2015. As at 31 December 2016, the aggregate credit extended by the banks in Saudi Arabia was equal to 58.4 per cent. of Saudi Arabia's nominal GDP and 78.2 per cent. of Saudi Arabia's non-oil nominal GDP for the year ended 31 December 2016, compared to 55.7 per cent. of Saudi Arabia's nominal GDP and 77.0 per cent. of Saudi Arabia's non-oil nominal GDP for the year ended 31 December 2015. Key strengths of the Saudi Arabian banking sector include, among other things, a low-cost customer deposit base, conservative loan loss reserves, strong liquidity and capitalisation and robust regulatory oversight.

Total profits of the banking sector in Saudi Arabia for the year ended 31 December 2016 were SAR 40.4 billion (U.S.\$10.8 billion), a decline of 5.4 per cent. compared to total profits of SAR 42.7 billion (US\$ 11.4 billion) in the year ended 31 December 2015, which itself represented growth of 6.3 per cent. compared to the year ended 31 December 2014. Net interest income, fee income and other income represented 70.5 per cent., 23.9 per cent. and 5.6 per cent., respectively, of gross income of the banking sector in the year ended 31 December 2016, compared to 66.9 per cent., 26.8 per cent. and 6.3 per cent., respectively, of gross income of the banking sector in the year ended 31 December 2015. Interest on loans to the private sector were the major driver of income, accounting for over 72.0 per cent. of total interest income in the year ended 31 December 2016 and over 76.0 per cent. of total interest income in the year ended 31 December 2015. Other key sources of income mainly included the net special commission and fee-based income from capital market products, such as brokerage and asset management services.

As at 31 December 2016, there were 24 licensed commercial banks operating in Saudi Arabia, of which 12 were incorporated in Saudi Arabia. Of the 12 operating banks not incorporated in Saudi Arabia, five were branches of banks based in countries of the GCC other than Saudi Arabia (namely, Gulf International Bank B.S.C., Emirates NBD Bank, National Bank of Bahrain, National Bank of Kuwait and Bank Muscat) and the remaining seven were international banks (namely, JPMorgan Chase, BNP Paribas, T.C. Ziraat

Bankası A.Ş., State Bank of India, National Bank of Pakistan, Deutsche Bank and Industrial and Commercial Bank of China). Qatar National Bank and the Bank of Tokyo Mitsubishi UFJ have been granted licenses to conduct a banking business, but have not yet commenced operations. All of the 12 Saudi operating banks are publicly listed joint stock companies and their shares are listed on the Tadawul.

As at 31 December 2016, there were 2,038 bank branches, 17,887 ATMs and 276,167 point of sale terminals in Saudi Arabia.

The following table sets forth the annual aggregate balance sheet of commercial banking institutions in Saudi Arabia as at 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively.

	As at 31 December					
	2016	2015	2014	2013	2012	2011
	(SAR millions)					
<b>Assets</b>						
Bank reserves . . . . .	236,704	146,238	213,073	200,366	217,455	179,175
SAMA bills . . . . .	34,862	136,268	225,993	179,114	138,685	130,249
Foreign assets . . . . .	225,253	316,710	251,613	210,691	212,829	208,723
Claims on the public sector . . . . .	227,428	124,977	98,949	93,755	82,076	79,385
Claims on the private sector . . . . .	1,405,474	1,371,815	1,256,210	1,123,645	999,127	858,365
Claims on non-monetary financial institutions . . . . .	4,436	2,904	2,254	2,740	2,737	1,694
Other assets . . . . .	122,177	109,650	84,483	82,970	881,232	86,843
<b>Total assets</b> . . . . .	<b>2,256,334</b>	<b>2,208,658</b>	<b>2,132,577</b>	<b>1,893,283</b>	<b>1,734,141</b>	<b>1,544,434</b>
<b>Liabilities</b>						
Bank deposits . . . . .	1,617,010	1,604,768	1,575,579	1,401,980	1,260,608	1,103,634
Foreign liabilities . . . . .	80,132	91,171	92,277	74,405	79,396	75,450
Capital and reserves . . . . .	298,895	270,964	248,111	225,855	209,494	190,140
Profits . . . . .	40,363	42,683	40,159	35,692	33,508	30,919
Other liabilities . . . . .	219,994	199,292	176,451	155,351	151,135	144,291
<b>Total liabilities</b> . . . . .	<b>2,256,334</b>	<b>2,208,658</b>	<b>2,132,577</b>	<b>1,893,283</b>	<b>1,734,141</b>	<b>1,544,434</b>

Source: SAMA

### **Bank Credit**

As at 31 December 2016, total commercial banks' claims on the private and public sector and non-monetary financial institutions amounted to SAR 1,637.3 billion (U.S.\$436.6 billion), an increase of 9.2 per cent. compared to SAR 1,499.7 billion (U.S.\$399.9 billion) as at 31 December 2015, which was an increase of 10.5 per cent. compared to SAR 1,357.4 billion (U.S.\$362.0 billion) as at 31 December 2014.

As at 31 December 2016, commercial banks' claims on the private sector represented 62.3 per cent. of total assets of commercial banks, compared to 62.1 per cent. and 58.9 per cent. as at 31 December 2015 and 2014, respectively. This has been driven by strong economic growth and increased investment within Saudi Arabia in various sectors such as electricity, water and health services, building and construction, commerce and Government projects in oil and gas, infrastructure and education. Government stimulus to Saudi Arabia's economy has significantly contributed to growth in corporate assets. The following table



sets forth a breakdown of bank claims on the private and public sectors and non-monetary financial institutions as at 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively.

	As at 31 December					
	2016	2015	2014	2013	2012	2011
	(SAR millions)					
Bank Credit . . . . .	1,351,407	1,322,809	1,204,831	1,076,393	960,472	824,795
<i>Loans, advances and overdrafts</i> . . . . .	1,337,343	1,308,199	1,194,520	1,065,533	951,022	814,988
<i>Bills Discounted</i> . . . . .	14,064	14,610	10,311	10,860	9,450	9,807
Investments in private securities . . . . .	54,067	49,006	51,379	47,252	38,655	33,570
<b>Claims on the private sector</b> . . . . .	<b>1,405,474</b>	<b>1,371,815</b>	<b>1,256,210</b>	<b>1,123,645</b>	<b>999,127</b>	<b>858,365</b>
Bank credit to public institutions . . . . .	49,012	38,820	45,817	44,127	39,585	31,831
Government bonds . . . . .	178,416	86,158	53,134	49,628	42,491	47,554
<b>Claims on the public sector</b> . . . . .	<b>227,428</b>	<b>124,978</b>	<b>98,949</b>	<b>93,755</b>	<b>82,076</b>	<b>79,385</b>
<b>Claims on non-monetary financial institutions</b> . . . . .	<b>4,436</b>	<b>2,904</b>	<b>2,254</b>	<b>2,740</b>	<b>2,737</b>	<b>1,694</b>
<b>Total</b> . . . . .	<b>1,637,338</b>	<b>1,499,696</b>	<b>1,357,413</b>	<b>1,220,141</b>	<b>1,083,940</b>	<b>939,444</b>

Source: SAMA

As at 31 December 2015, the proportion of credit extended to the corporate sector to total bank credit increased to 57.7 per cent. as compared to 56.3 per cent. as at 31 December 2014, while during the same period the proportion of credit extended to the consumer sector declined to 24.8 per cent. as at 31 December 2015 from 25.5 per cent. as at 31 December 2014. Consequently, the main driver for the growth of credit in the year ended 31 December 2015 was the corporate sector, which contributed 6.8 per cent. to the total credit growth, as compared to a contribution of 1.2 per cent. to the growth in credit from the consumer sector.

Total credit extended by the banks in Saudi Arabia to the corporate sector recorded a growth of 11.6 per cent. in the year ended 31 December 2015, compared to a growth of 9.4 per cent. in the year ended 31 December 2014. This strong growth was principally attributable to the strong demand for credit from businesses in the commerce sector, while the demand for credit from businesses in the services sector and the building and construction sectors was also higher in 2015 as compared to 2014.

The following table sets forth a breakdown of bank credit classified by economic activity as at 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively.

	As at 31 December					
	2016	2015	2014	2013	2012	2011
	(SAR millions)					
Agriculture and Fishing . . . . .	12,778	11,080	11,573	12,001	9,210	8,864
Manufacturing and Processing . . . . .	176,355	172,498	158,441	139,764	126,203	111,662
Mining and Quarrying . . . . .	19,433	21,205	20,287	16,348	12,171	7,657
Electricity, Water, Gas & Health Services . . . . .	41,108	40,485	36,102	34,315	34,385	25,779
Building and Construction . . . . .	104,388	105,834	83,259	76,555	75,381	69,796
Commerce . . . . .	300,107	285,492	255,645	234,768	206,023	182,078
Transport and Communications . . . . .	40,411	42,655	43,263	37,924	38,396	38,886
Finance . . . . .	31,789	33,890	35,196	27,915	30,451	22,468
Services . . . . .	69,961	72,709	60,325	64,004	56,542	38,160
Miscellaneous . . . . .	555,077	536,961	500,739	432,799	371,710	319,445
Government & Quasi Govt. <sup>(1)</sup> . . . . .	49,012	38,820	45,816	44,127	39,585	31,831
<b>Total<sup>(2)</sup></b> . . . . .	<b>1,400,419</b>	<b>1,361,629</b>	<b>1,250,646</b>	<b>1,120,520</b>	<b>1,000,057</b>	<b>856,626</b>

Source: SAMA

Notes:

- (1) Loans and advances to public sector enterprises.
- (2) Does not include banks' investments in private securities, but includes loans extended to government agencies. Therefore, the total of banks' credit by economic activity is different from banks' claims on the private sector.

The following table sets forth a breakdown of consumer and credit card loans as at 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively.

	As at 31 December					
	2016	2015	2014	2013	2012	2011
	(SAR millions)					
Renovation and home improvement . . . . .	29,080	37,021	25,604	21,300	18,050	14,134
Vehicle and private transport means . . . . .	32,893	29,320	35,880	28,364	24,088	21,705
Furniture and durable goods . . . . .	4,822	4,912	5,455	— <sup>(1)</sup>	— <sup>(1)</sup>	— <sup>(1)</sup>
Education . . . . .	958	637	414	— <sup>(1)</sup>	— <sup>(1)</sup>	— <sup>(1)</sup>
Healthcare . . . . .	506	312	246	— <sup>(1)</sup>	— <sup>(1)</sup>	— <sup>(1)</sup>
Tourism and travel . . . . .	72	85	103	— <sup>(1)</sup>	— <sup>(1)</sup>	— <sup>(1)</sup>
Others . . . . .	273,500	254,789	245,398	238,226	221,055	188,936
<b>Total Consumer Loans . . . . .</b>	<b>341,831</b>	<b>327,076</b>	<b>313,100</b>	<b>287,890</b>	<b>263,193</b>	<b>224,775</b>
<b>Total Credit Card Loans . . . . .</b>	<b>10,958</b>	<b>10,213</b>	<b>9,667</b>	<b>8,509</b>	<b>7,965</b>	<b>7,759</b>

Source: SAMA

Note:

(1) For 2011 to 2013, these categories were included under “Others”.

In the year ended 31 December 2016, consumer and credit card loans grew by 4.6 per cent. to reach SAR 352.8 billion (U.S.\$94.1 billion), which represented 25.2 per cent. of total bank credit, compared to a growth of 4.5 per cent. in the year ended 31 December 2015 to reach SAR 337.3 billion (U.S.\$89.9 billion), which represented 24.1 per cent. of total bank credit. While the expansion in consumer credit can be explained by the growth in labour force, low interest rate environment, better risk assessment of individual borrowers and technological advancements, the slowdown in the growth relative to past years can be attributed to the overall slowdown in economic activity.

In October 2016, in response to certain fiscal balance measures implemented by the Government in respect of public sector employees, including suspending the annual salary increase for the fiscal year 2016 and reducing or cancelling certain benefits and allowances, SAMA required all local lenders to reschedule consumer loans extended to those affected by such measures in accordance with the guidelines published by SAMA.

The rate of growth of credit in the real estate sector declined to 10.9 per cent. in the year ended 31 December 2016, compared to 17.3 per cent. in the year ended 31 December 2015, which itself represented a decline from over 30.0 per cent. in the year ended 31 December 2014. The composition of real estate lending was 46.5 per cent. attributable to corporate lending and 53.5 per cent. attributable to retail lending in the year ended 31 December 2016, compared to 45.0 per cent. attributable to corporate lending and 55.0 per cent. attributable to retail lending in the year ended 31 December 2015. The decrease in growth of credit in the real estate sector can be attributed to various factors, including the increased loan-to-value requirement of 70.0 per cent., as well as the replacement of credit extension by the rapidly growing finance companies sector.

### **Bank Deposits**

As at 31 December 2016, total bank deposits stood at SAR 1,617.0 billion (U.S.\$431.2 billion), an increase of 0.8 per cent. compared to SAR 1,604.8 billion (U.S.\$427.9 billion) as at 31 December 2015, which was an increase of 1.9 per cent. compared to SAR 1,575.6 billion (U.S.\$420.2 billion) as at 31 December 2014. The

following table sets forth a breakdown of the total bank deposits of the commercial banks of Saudi Arabia as at 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively.

	As at 31 December					
	2016	2015	2014	2013	2012	2011
	(SAR millions)					
Demand deposits . . . . .	974,094	976,231	989,174	857,280	753,970	641,056
Time and savings deposits . . . . .	491,595	434,501	398,743	345,035	324,428	305,441
Other quasi-monetary deposits . . . . .	151,321	194,036	187,661	199,664	182,211	157,136
Foreign currency deposits . . . . .	123,019	160,989	157,414	170,562	159,394	136,435
For L/Cs . . . . .	18,052	16,284	14,028	12,812	9,849	8,365
Repo transactions . . . . .	81	14	70	35	10	10
Outstanding remittances . . . . .	10,169	16,749	16,150	16,255	12,958	12,326
<b>Total bank deposits . . . . .</b>	<b>1,617,010</b>	<b>1,604,768</b>	<b>1,575,579</b>	<b>1,401,980</b>	<b>1,260,608</b>	<b>1,103,634</b>
Private sector . . . . .	1,304,465	1,256,309	1,221,838	1,103,216	998,255	890,244
Public sector . . . . .	312,545	348,459	353,740	298,764	262,354	213,390
<b>Total bank deposits . . . . .</b>	<b>1,617,010</b>	<b>1,604,768</b>	<b>1,575,579</b>	<b>1,401,980</b>	<b>1,260,608</b>	<b>1,103,634</b>
Domestic currency deposits . . . . .	1,493,991	1,443,779	1,418,165	1,231,418	1,101,214	967,199
Foreign currency deposits . . . . .	123,019	160,989	157,414	170,562	159,394	136,435
<b>Total bank deposits . . . . .</b>	<b>1,617,010</b>	<b>1,604,768</b>	<b>1,575,579</b>	<b>1,401,980</b>	<b>1,260,608</b>	<b>1,103,634</b>

Source: SAMA

Bank deposits in Saudi banks are mostly demand deposits, which represented 60.2 per cent. of total bank deposits as at 31 December 2016, a decrease of 0.2 per cent. compared to 31 December 2015, which was itself a decrease of 1.3 per cent. from 31 December 2014. The decrease in demand deposits in the year ended 31 December 2016 was principally attributable to a decrease in demand deposits of Government and quasi-Government entities and the slowdown in economic activity. The decrease in demand deposits in the year ended 31 December 2015 was principally attributable to a decrease of 11.9 per cent. in Government entities' demand deposits during the same period, mainly as a result of Government entities withdrawing their demand deposits to purchase domestic Government bonds issued during 2015 (see "Indebtedness"). SAMA has indicated that, despite an increase in the cost of funding between Saudi banks, a continuation of withdrawal of demand deposits by Government entities to purchase further Government bonds is not expected to have a significant impact on liquidity in the short- to medium-term, in light of the large deposits base held by Saudi banks, which stood at SAR 1,617.0 billion (U.S.\$431.1 billion) and SAR 1,604.8 billion (U.S.\$427.9 billion) as at 31 December 2016 and 2015, respectively.

As at 31 December 2016, the share of time and saving deposits and other quasi-money deposits (such as residents' foreign currency deposits, marginal deposits for letters of credit, outstanding remittances and banks' repo transactions with private parties) amounted to 30.4 per cent. and 9.4 per cent. of the total banks' deposits, respectively, compared to 27.1 per cent. and 12.1 per cent. of the total banks' deposits, respectively, as at 31 December 2015. As at 31 December 2016, deposits in foreign currency amounted to SAR 123.0 billion (U.S.\$32.8 billion), which is equivalent to 7.6 per cent. of the total banks' deposits as at the same date, compared to SAR 161.0 billion (U.S.\$42.9 billion), which is equivalent to 10.0 per cent. of the total banks' deposits, as at 31 December 2015, indicating relatively low foreign exchange risk on Saudi banks' balance sheets.

### **Regulatory Capital and Asset Quality**

As at 31 December 2016, the banks in Saudi Arabia, on a combined basis, had a capital adequacy ratio under Basel III (standardised approach) of 19.5 per cent., average leverage ratio (as per the requirements of Basel Committee on Banking Supervision) of above 12.0 per cent. and non-performing loans ("NPLs") at only 1.4 per cent. of the aggregate portfolios of all the banks in Saudi Arabia, compared to a capital adequacy ratio under Basel III (standardised approach) of 18.1 per cent. and NPLs at 1.2 per cent. of the aggregate portfolios of all the banks in Saudi Arabia as at 31 December 2015. SAMA monitors changes in NPLs in each economic sector to ensure prudent and safe lending practices. Saudi banks' Tier 1 capital, which primarily comprises common equity and freely available disclosed reserves, represented 89.7 per cent. and 89.5 per cent. of total regulatory capital as at 31 December 2016 and 2015, respectively.

The following table sets forth certain financial soundness indicators of Saudi Arabia’s banking sector, as at 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively.

	As at 31 December					
	2016	2015	2014	2013	2012	2011
	(Percentages)					
Regulatory capital to risk-weighted assets . . . . .	19.5	18.1	17.9	17.9	18.2	17.6
Regulatory Tier 1 capital to risk-weighted assets . . . . .	17.5	16.2	16.2	16.5	15.7	15.2
Non-performing loans net of provisions to capital . . . . .	(4.7)	(3.7)	(4.1)	(3.4)	(3.7)	(3.0)
Non-performing loans to total gross loans . . . . .	1.4	1.2	1.1	1.3	1.7	2.2
Return on assets . . . . .	1.8	2.0	2.0	2.0	2.1	2.1
Return on equity . . . . .	12.6	14.5	15.0	14.6	15.2	15.0
Interest margin to gross income . . . . .	70.1	67.1	66.5	66.5	65.9	68.7
Non-interest expenses to gross income . . . . .	38.0	37.1	45.5	47.7	47.0	46.9

Source: SAMA

SAMA adopts various macro-prudential measures to ensure financial stability and minimise systemic risk within Saudi Arabia’s banking sector. SAMA aims to ensure that banks are capable of managing their liquidity mismatch of assets and liabilities, and that they are well positioned to meet cash flow obligations in a timely manner to promote the stability of the banking sector. Consequently, the asset portfolios of Saudi Arabia’s banking sector largely contain high-quality liquid assets, such as Government bonds, SAMA bills, and reserves with SAMA, supplementing the risk-based capital requirements in maintaining the stability of the Saudi financial system and economy.

SAMA relies on a counter-cyclical provisioning policy to ensure greater resilience of Saudi Arabia’s banking sector during stress periods. SAMA requires banks to increase their capital reserves and provisions for NPLs during upturns so that they are able to utilise them during downturns, in order to minimise the impact of adverse conditions. Accordingly, in December 2016, the coverage ratio for total NPLs was approximately 177 per cent. In 2016, SAMA formalised and published its methodology for calculating its countercyclical capital buffer. Based on this methodology, SAMA implemented a zero per cent. buffer rate for 2016.

SAMA also periodically performs stress testing in respect of the banking sector to evaluate its resilience against hypothetical macroeconomic shocks. The stress test currently implemented by SAMA is based on three different shock scenarios: ‘baseline’, ‘moderate’ and ‘severe’. The stress tests conducted by SAMA in 2015 demonstrated Saudi banks’ resilience to adverse macroeconomic shocks, including oil price declines, including under the ‘severe’ shock scenario. SAMA also requires individual banks to perform and report the outcomes of their own stress tests on a semi-annual basis. These outcomes are reviewed regularly and are used in SAMA’s stress tests to ensure consistency and resilience on both a macro- and micro-prudential level.

The deposit protection fund recently established by SAMA is intended to promote confidence and minimise contagion and liquidity risk in the banking sector. Under the rules of the deposit protection fund, which took effect on 1 January 2016, Saudi banks will pay quarterly premiums on eligible deposits, which will be covered up to SAR 200,000 of the deposited amount.

### Non-Bank Finance Sector

Saudi Arabia’s non-bank finance sector has experienced strong growth in recent years, and continues to support Saudi Arabia’s economic growth by providing an alternative channel of credit to the private sector. Non-banking credit institutions (“NBCIs”) in Saudi Arabia comprise specialised credit institutions (“SCIs”) and finance companies. NBCIs are distinguished from commercial banks in that NBCIs do not accept deposits from private customers and businesses, and are financed by funds from the Government (in the case of SCIs) and private investors (in the case of finance companies). SCIs provide credit to various sectors, individuals, and institutions such as small and medium enterprises, real estate, industry, and agriculture. Finance companies also support capital-intensive activities by extending loans to both individuals and corporates engaged in real estate and leasing operations.

### Specialised credit institutions

The Government has established five SCIs to complement bank lending, and provide medium- to long-term loans to SMEs and the industrial, real estate and agricultural sectors. The SCIs are held by Government ministries and are not supervised by SAMA or the CMA. Total assets of Saudi Arabia's SCIs reached SAR 821.7 billion (U.S.\$219.1 billion) as at 30 September 2016, an increase of 26.0 per cent. compared to SAR 635.3 billion (U.S.\$169.4 billion) as at 31 December 2015, which was an increase of 3.2 per cent. compared to SAR 615.4 billion (U.S.\$164.1 billion) as at 31 December 2014. Total outstanding loans extended by SCIs represented 36.6 per cent. of SCIs' total assets, reaching SAR 300.5 billion (U.S.\$80.1 billion) as at 30 September 2016, compared to 55.3 per cent. of SCIs' total assets, reaching SAR 351.8 billion (U.S.\$93.8 billion) as at 31 December 2015. Total credit extended by SCIs in the year ended 31 December 2015 was equivalent to 14.4 per cent. of Saudi Arabia's total nominal GDP and 19.9 per cent. of non-oil GDP.

The five SCIs in Saudi Arabia comprise:

- the Agricultural Development Fund (the "ADF"), which was established in 1962 to provide short- and medium-term credit to support agricultural investments and related projects;
- the Saudi Credit and Saving Bank (the "SCSB"), which was established in 1971 to provide interest-free loans to low-income Saudi nationals to meet various personal expenses;
- the PIF, which was established in 1971, originally to provide medium- and long-term loans to the large-scale, strategically important industrial projects in which the Government had an interest;
- the SIDF, which was established in 1974 to provide loans to Saudi business entities to establish industrial projects; and
- the REDF, which was established in 1974 to finance real estate projects undertaken by individuals for personal housing or for commercial purposes.

The following table sets forth the outstanding loans of Saudi Arabia's SCIs for the nine months ended 30 September 2016 and each of the years ended 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	As at	As at 31 December				
	30 September	2015	2014	2013	2012	2011
	2016	(SAR millions)				
ADF	7,918	8,722	8,649	8,476	8,421	9,339
SCSB	39,761	41,942	36,949	24,828	25,257	21,112
PIF	47,451	103,911	90,395	77,045	72,199	57,209
SIDF	34,215	33,445	30,930	29,705	29,312	27,388
REDF	156,669	149,261	129,518	116,678	99,596	78,879
<b>Total<sup>(1)</sup></b>	<b>300,516</b>	<b>351,781</b>	<b>310,940</b>	<b>271,232</b>	<b>249,285</b>	<b>208,427</b>

Source: SAMA

Note:

(1) Includes electricity loans originally extended by the PIF in 1988, of which SAR 14.5 billion is currently outstanding.

While the PIF has historically been a significant source of loans for strategically important projects (see "*Public Finance—Public Investment Fund*"), in 2016, the PIF underwent a restructuring with regard to its future role in Saudi Arabia's economy and the Government expects that the PIF will not act as a source of lending to the same extent as it has historically. See "*—Public Investment Fund*" below.

### Finance companies

Saudi Arabia's finance companies' segment remains relatively small as compared to the Saudi financial system as a whole, although SAMA has recently introduced policy adjustments that are intended to ease finance companies' operations and help increase their market share, while also ensuring that finance companies follow prudent practices. As at 31 December 2016, Saudi Arabia's non-bank finance sector's total assets were equivalent to 1.7 per cent. of the total assets of the Saudi financial system, compared to 1.2 per cent. of the total assets of the Saudi financial system as at 31 December 2015. As at 31 December 2016, there were 34 finance companies licensed in Saudi Arabia, of which four were licensed during 2016

and 12 were licensed during 2015. SAMA has introduced a comprehensive policy framework by which finance companies should operate, which includes macro-prudential measures and risk management requirements.

During the year ended 31 December 2016, total finance companies' assets increased by 4.0 per cent. to SAR 39.0 billion (U.S.\$10.4 billion), equivalent to 1.6 per cent. of nominal GDP, and 2.2 per cent. of Saudi Arabia's non-oil nominal GDP in the year ended 31 December 2016, compared to SAR 37.5 billion (U.S.\$10.0 billion), which was equivalent to 1.5 per cent. of nominal GDP, and 2.1 per cent. of Saudi Arabia's non-oil nominal GDP in the year ended 31 December 2015. These assets also represented 1.7 per cent. of Saudi Arabia's total bank assets as at 31 December 2016, compared to 1.6 per cent. of Saudi Arabia's total bank assets as at 31 December 2015. In the year ended 31 December 2016, total credit extended by finance companies reached SAR 55.0 billion (U.S.\$14.6 billion), accounting for 5.0 per cent. of total credit in Saudi Arabia's banking sector and representing a growth rate of 96.4 per cent. as compared to total credit extended by finance companies of SAR 28.0 billion (U.S.\$7.5 billion) in the year ended 31 December 2015, which accounted for 1.9 per cent. of total credit in Saudi Arabia's banking sector and represented growth rate of 25.0 per cent. as compared to the year ended 31 December 2014. Finance companies' credit classification comprises real estate and non-real estate credit, with an average loan maturity of 15 years for real estate and three to four years for non-real estate. The amount of credit in respect of real estate represented approximately one-fourth of the total credit extended by finance companies as at 31 December 2016, compared to one-third of the total credit extended by finance companies as at 31 December 2015.

In the year ended 31 December 2015, profits of finance companies were SAR 1.2 billion, a decline of 22.0 per cent. as compared to the year ended 31 December 2014. Finance companies' return-on-equity and return-on-assets were each also negatively affected during the year ended 31 December 2015, declining to 8 per cent. and 3 per cent., respectively, as compared to 12 per cent. and 5 per cent., respectively, in the year ended 31 December 2014. The decline in finance companies' profits in the year ended 31 December 2015 was principally due to the implementation of more conservative credit policies, resulting in lower income and higher provisions.

### **Regulation**

SAMA acts as the regulator for local and foreign banking businesses operating in Saudi Arabia. SAMA is regulated by Royal Decree No. 23 issued on 15 December 1957, which outlines SAMA's role and regulates its relationship with local and foreign banks conducting banking businesses in Saudi Arabia and sets forth the governing and supervisory role of SAMA over banking activities in Saudi Arabia. Royal Decree No. M/5 dated 11 June 1966 (the "**Banking Control Law**") sets forth certain statutory requirements to conduct banking business in Saudi Arabia and various provisions governing banking activities.

The aim of the Banking Control Law is to protect banks, customers' deposits and shareholders, and to secure adequate capital and liquidity levels. The Banking Control Law prohibits banks from undertaking certain activities that might cause damage to their shareholders and customers. In addition, the law prohibits individuals and companies from using the word "bank" or its synonyms in their names or conducting any banking activities without obtaining a licence from SAMA. The Banking Control Law sets forth the framework within which banks must operate in Saudi Arabia and is supplemented from time to time by circulars, directives and guidelines issued by SAMA.

### ***Management of Liquidity, Credit, Concentration and Other Risks***

SAMA has introduced regulations to ensure that banks do not have disproportionate concentrations of risk in any one sector or client and that sufficient liquidity and capitalisation is maintained to support bank activities.

Under the Banking Control Law, a bank's deposit liabilities must not exceed 15 times its reserves and paid-up share capital or invested capital. The current percentage specified by SAMA for a statutory deposit is 7 per cent. of total customers' demand deposits and 4 per cent. of balances due to banks and other financial institutions (excluding balances due to SAMA and non-resident foreign currency deposits), savings, time deposits and margins of letters of credit and guarantee (excluding all types of repo deposits).

In addition to the statutory deposit, each bank in Saudi Arabia is also required to maintain a liquid reserve of at least 20 per cent. of its total deposit liabilities. The liquid reserve must comprise cash, gold or assets,

which can be converted into cash within a period not exceeding 30 days as well as SAMA Bills and Government bonds, in order to comply with the requirements of the Banking Control Law.

In February 2016, SAMA relaxed the loan-to-deposit ratio applicable to banks in Saudi Arabia from 85 per cent. to 90 per cent., in anticipation of the change in the deposit base, the denominator component of the loan-to-deposit ratio.

The Banking Control Law set a maximum limit on the amount of financial exposure that a bank may be subject to in respect of any one person. This was supplemented by the SAMA Rules on Large Exposures of Banks issued on 1 July 2015. Under the new rules, a bank may not grant a loan, extend a credit facility, give a guarantee or incur any other financial liability in respect of any one person in an aggregate amount exceeding:

- in the case of banks, 25 per cent. of its total eligible capital;
- in the case of companies, 15 per cent. of its total eligible capital; and
- in the case of individuals, 5 per cent. of his or her total eligible capital.

For large exposures that existed prior to 1 July 2015, transitional limits exist to facilitate compliance with the SAMA Rules on Large Exposures of Banks by 1 January 2019.

Furthermore, 25 per cent. of net profits, after deduction of zakat, are required to be transferred to statutory reserves until the reserve balance equals the paid-up capital.

In 2004, SAMA issued regulations regarding the classification of assets as well as provisioning norms. The following table sets forth the classifications and the reserves required for prudential regulation purposes.

Classification	Defined as	Reserve Required
Current . . . . .	No problems	1 per cent. of outstandings
IA (Special mention) . . . . .	Potential weakness	1 per cent. of outstandings
II (Substandard) . . . . .	Inadequate capacity to pay and/or profit or principal overdue by more than 90 days	25 per cent. of outstandings
III (Doubtful) . . . . .	Full collection questionable and/or overdue by more than 180 days	50 per cent. of outstandings
IV (Loss) . . . . .	Uncollectible and/or overdue by more than 360 days	100 per cent. of outstandings

The provision is made by the relevant bank in its audited financial statements in accordance with the requirements of International Accounting Standard 39 (*Financial Instruments: Recognition and Measurement*). SAMA carries out a full review of the operations of each bank on a regular basis and more regular assessments of specific functions within each institution.

In 1989, SAMA introduced accounting and disclosure standards for commercial banks in Saudi Arabia, which largely comply with International Financial Reporting Standards (“IFRS”). All banks in Saudi Arabia are now compliant with IFRS and the Accounting Standards for Financial Institutions issued by SAMA. The banks also prepare their financial statements to comply with the Banking Control Law and the Regulations for Companies promulgated under Royal Decree No. M/3 dated 10 November 2015.

**Reporting Requirements**

Banks are required to submit monthly statements to SAMA of the consolidated financial position of their domestic and foreign branches. Banks must also submit quarterly, semi-annual and annual prudential returns to SAMA. These returns are comprehensive and deal with matters such as the maturity schedule of credit facilities, risk concentrations, large exposures, foreign exchange exposure, analysis of specific loan loss reserves and a calculation of the relevant banks’ risk asset based capital adequacy, liquidity and leverage ratios.

Banks are required to submit their audited annual financial statements to SAMA within three months of each financial year-end. Annual financial statements must be audited and signed by at least two external auditors.

**Anti-Money Laundering and Combatting the Financing of Terrorism**

Saudi Arabia is a signatory to, and has implemented measures required by, the International Convention for the Suppression of the Financing of Terrorism and various other international conventions and

agreements relating to AML and CFT. Saudi Arabia is also a member of the following organisations that address AML and CFT: the Financial Action Task Force (“**FATF**”, as an observer, and a member of the GCC) and the Middle East and North African Financial Action Task Force; and the Egmont Group. Saudi Arabia has ratified the UN Convention against Illicit Traffic in Narcotic Drugs and Psychotropic Substances (Vienna Convention); the UN Convention against Transactional Organised Crime (Palermo Convention); the UN Convention for Suppression of Terrorist Financing; and the Arab Convention for Combating Money Laundering and Terrorist Financing.

Saudi Arabia has comprehensive laws and rules in respect of ‘know-your-customer’ (“**KYC**”), AML and CFT requirements for the banking sector. In May 2002, SAMA issued rules governing the opening of bank accounts in Saudi Arabia. These rules contain comprehensive requirements governing customer identification, the opening and maintenance of bank accounts, the transmission of funds and the deposit of cash and also contain detailed rules controlling the operation of bank accounts for charitable and welfare organisations. SAMA has issued a number of revisions to the account opening rules, most recently in February 2012, which have introduced additional account opening requirements and provide guidelines on dealing with non-resident individuals, entities and multi-lateral organisations.

In August 2003, Saudi Arabia issued the Anti-Money Laundering Law, which provides a statutory basis for money laundering and terrorist financing offences, establishing a Financial Intelligence Unit (the “**FIU**”), requiring all financial institutions and non-financial institutions to report any suspicious transactions to the FIU, and enabling a greater international exchange of financial information in cases of suspected money laundering and terrorist financing among law enforcement agencies and regulators.

In November 2005, SAMA issued a circular (SAMA No. 35185/MAT/539, dated 22 November 2005) requiring all banks and financial institutions operating in Saudi Arabia to strictly comply with the provisions of the Anti-Money Laundering Law. The Authorised Person Regulations issued by the Board of the CMA pursuant to its Resolution number 1-83-2005, dated 28 June 2005 also require investment banks to comply with the Anti-Money Laundering Law.

In April 2012, the Government updated its existing Anti-Money Laundering Law and Implementing Rules (pursuant to Royal Decree No. M/31 dated 2 April 2012) and, in April 2013, SAMA issued a circular (SAMA No. 34100074807MAT, dated 25 April 2013) requiring all Saudi banks and financial institutions operating in Saudi Arabia to strictly comply with the updated Anti-Money Laundering Law and implementing rules.

In addition to the laws and rules mentioned above, the following laws and rules have been implemented to address AML and CFT: the Terrorism Crimes and Terrorism Financing Law implemented through Royal Decree No. M/16 dated 27 December 2013; the Anti Money-Laundering and Counter Terrorism Financing Rules for Financing Companies and Insurance Companies issued by SAMA in February 2012; and the Anti-Money Laundering and Counter-Terrorism Financing Rules issued by the CMA pursuant to resolution number 1-39-2008 dated 1 January 2008, as amended in October 2011 and December 2013.

One of the most important initiatives taken by Saudi Arabia with respect to AML was the Council of Ministers’ resolution No. (15) issued in May 1999, which provides for the implementation of the “40 Anti-Money Laundering Recommendations” of FATF (the “**Recommendations**”) and the formation of a permanent AML committee entrusted with the functions of establishing the measures needed to implement the Recommendations, reviewing all issues related to AML in Saudi Arabia. The permanent committee is chaired by the Governor of SAMA, and consists of the representatives of the Ministry of Interior, the Ministry of Finance, Ministry of Labour and Social Development, Ministry of Foreign Affairs, Ministry of Justice, Ministry of Commerce and Investment, Ministry of Islamic Affairs, Call and Guidance, the Saudi Customs authorities, the CMA, the General Intelligence Presidency and the Bureau of Investigation and Public Prosecution. The Committee meets on a monthly basis or more frequently, as may be required.

### *Capital Adequacy*

SAMA has successfully implemented Basel Committee on Banking Supervision rules and standards in their entirety, on a timely basis and in a prudent and conservative manner. As a result of such implementation, Saudi Arabia’s banking sector has reported among the strongest capital adequacy ratios, leverage ratios and liquidity ratios in the GCC and the MENA region.



### *Basel III Framework*

In response to the global financial crisis, which commenced in 2007, the Basel Committee enhanced its capital measurement and capital standards by issuing a new capital framework (the “**Basel III Framework**”). The Basel III Framework focuses on strengthening the quality of regulatory capital, raising the minimum capital requirements, enhancing risk coverage and reducing cyclicality of regulatory capital. It introduces new leverage and liquidity ratio requirements and capital buffers to promote the build-up of capital. These enhancements are to be implemented by means of a staggered approach through to 2019.

The Basel III Framework requires banks’ exposures to be backed by a high quality capital base. To this end, the predominant form of Tier 1 capital must be common shares and retained earnings. The Basel Committee principles adopted by SAMA ensure that banks hold high quality Tier 1 capital that represents “pure capital” which is highly “loss absorbent”.

Upon completion of the implementation of Basel III standards related to capital, the minimum requirements for regulatory capital are:

- Common Equity Tier 1 must be at least 4.5 per cent. of risk-weighted assets at all times;
- Tier 1 Capital must be at least 6.0 per cent. of risk-weighted assets at all times; and
- Total Capital (Tier 1 Capital plus Tier 2 Capital) must be at least 8.0 per cent. of risk-weighted assets at all times.

SAMA has already required banks to report on a Basel III compliant basis with effect from 1 January 2013, based on the Basel III guidelines issued in December 2012 and enhancements issued in July 2014. SAMA continues to issue circulars relating to the ongoing development and implementation of the Basel Committee’s proposed reforms and guidance for adoption in Saudi Arabia.

SAMA has also issued its final guidance document regarding Liquidity Coverage Ratio and disclosure of leverage ratio in January 2014 which came into force in January 2015.

In October 2014, the Basel Committee issued its second standard for long-term liquidity, the Net Stable Funding Ratio (the “**NSFR**”). This standard is a significant component of the Basel III accord. It requires banks to maintain a stable financing portfolio related to their on- and off-balance sheet activities, thereby preventing potential volatility in banks’ traditional financing sources that would impact their liquidity position and, eventually, increase the risk of their failure. The NSFR will become a minimum standard effective by 1 January 2018.

On 30 September 2015, the Basel Committee published the results of its Basel Regulatory Consistency Assessment Programme in respect of Saudi Arabia. This exercise entailed an extensive review of local standards in Saudi Arabia and their comparison against Basel regulations. Saudi Arabia achieved a ‘compliant’ report in respect of regulatory capital and a ‘largely compliant’ report in respect of liquidity coverage ratio. This formal attestation reflects high standards of Basel compliance in Saudi Arabia as compared to other countries.

## **Capital Markets**

### *Capital Markets Authority*

The CMA is the sole regulator and supervisor of Saudi Arabia’s capital markets. In 1984, a Ministerial Committee comprising the Ministry of Finance and National Economy, the Ministry of Commerce (as they were then known) and SAMA was formed to regulate and develop stock market activities. SAMA regulated and monitored stock market activities until the CMA was officially established by the Capital Market Law, which was issued in July 2003. The CMA is a Government entity that enjoys financial and administrative autonomy and reports directly to the President of the Council of Ministers.

The CMA’s responsibilities include: (i) the regulation and development of the capital markets in Saudi Arabia; (ii) the regulation and monitoring of the issuance of, and dealings in, securities, and the activities of the parties subject to the CMA’s supervision; (iii) the regulation of disclosure of information regarding securities and their issuers and setting of disclosure requirements with respect thereto; (iv) the licensing and regulation of special purpose entities permitted to be established pursuant to the law and CMA regulations; and (v) the protection of investors and the public from unsound and unfair market practices; and (vi) seeking to achieve fairness, efficiency and transparency in the capital markets of Saudi Arabia. In addition, pursuant to the Capital Market Law, the CMA has formed the Committee for the Resolution of

Securities Disputes, and the Council of Ministers has, also pursuant to the Capital Market Law, formed the Appeal Committee for the Resolution of Securities Disputes. Both of these committees are quasi-judicial bodies authorised to adjudicate disputes and violations in respect of the Capital Market Law or the rules and regulations of the CMA and/or the Tadawul.

In addition to exercising regulatory powers over listed companies, credit ratings agencies and Tadawul, the CMA has issued various categories of licenses to 83 entities engaged in securities dealings, advisory, custodial and other functions falling within the regulatory scope of the CMA.

In 2014, the CMA developed a strategic plan (the “**CMA Strategic Plan**”) covering the period 2015-2019, which was aligned with the objectives of the Government’s tenth Development Plan. The CMA Strategic Plan, which was approved by the CEDA, aims to further strengthen the capital markets of Saudi Arabia through the implementation of several discreet objectives and initiatives. During the course of 2015 and 2016, the CMA implemented several important initiatives that formed a part of the CMA Strategic Plan, including: (i) finalisation of the rules for QFIs’ investment in shares listed on the Tadawul; (ii) improvement of the disclosure regime applicable to authorised persons; (iii) development of policies and standards for prosecuting violations of the Capital Market Law and the regulations issued thereunder; and (iv) issuance of the Real Estate Investment Traded Funds Instructions, which regulate the offering of real estate investment traded funds that invest in developed real estate for the purpose of generating periodic income.

The CMA Strategic Plan also aims to raise the governance level and to improve disclosure requirements in the capital markets. As part of the plan, IFRS standards will be the financial reporting framework for all listed companies in Saudi Arabia starting in 2017.

In accordance with the CMA’s objective of developing market leading international best practices and with a view to collaborating with other similar institutions internationally, the CMA is an active participant in the International Organisation of Securities Commissions which is recognised as the leader in setting the standards for the securities and capital markets sectors globally. In addition, the CMA is also a participant in the Ministerial Committee of the Chairpersons of GCC Capital Markets Regulators as well as the Union of Arab Securities Authorities.

The following table sets forth the completed public securities offerings and private placements overseen by the CMA, by number and value for each of the years ended 31 December 2016, 2015, 2014 and 2013, respectively.

	Year ended 31 December							
	2016		2015		2014		2013	
	Number	Value	Number	Value	Number	Value	Number	Value
	(SAR millions)							
Equity initial public offerings . . . . .	3	2,793	4	4,152	6	25,229	5	1,962
Equity public rights issues . . . . .	3	875	12	2,325	2	5,820	1	200
Debt public offerings . . . . .	0	0	1	3,900	1	4,500	1	7,500
Equity private placements . . . . .	58	3,544	33	2,518	48	2,981	35	6,965
Debt private placements . . . . .	31 <sup>(1)</sup>	21,355 <sup>(1)</sup>	32	21,304	36	30,614	37	43,347
<b>Total . . . . .</b>	<b>95</b>	<b>28,567</b>	<b>82</b>	<b>34,199</b>	<b>93</b>	<b>69,144</b>	<b>79</b>	<b>59,974</b>

Source: CMA

Note:

(1) This figure does not include the issuances under the Global Medium Term Note Programme established by the Kingdom in October 2016.

The CMA has also been focused on the growth of the investment funds sector and has taken initiatives to expand this sector. In the year ended 31 December 2015, the investment funds sector grew by 11.2 per cent., which was largely attributable to an increase in the value of the assets of private funds. The following

table sets forth the key indicators of the investment funds sector as at 31 December 2015, 2014, 2013, 2012 and 2011, respectively.

	As at 31 December				
	2015	2014	2013	2012	2011
Total number of operating funds . . . . .	270	252	236	240	249
—Open ended funds . . . . .	261	242	226	229	239
—Close ended funds . . . . .	9	10	10	11	10
Number of subscribers . . . . .	236,977	246,031	258,110	275,624	293,905
Domestic assets (SAR billions) . . . . .	75.9	81.9	81.9	69.8	64.5
Foreign assets (SAR billions) . . . . .	27.0	28.8	21.3	18.3	17.7
Total assets (SAR billions) . . . . .	102.9	110.7	103.2	88.1	82.2

Source: CMA

### Tadawul

On 19 March 2007, the Council of Ministers approved the formation of the Tadawul. According to data published by the World Federation of Exchanges as at 30 June 2016, the Tadawul is the largest stock exchange in the MENA region in terms of market capitalisation, and is also one of the most diversified, with its listed companies covering a range of sectors, including petrochemicals, retail, financial services, construction and telecommunications, providing potential investors with investment opportunities in a wide variety of sectors.

The following table sets forth various stock market indicators in respect of the Tadawul for each of the years ended 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively.

	Year ended 31 December					
	2016	2015	2014	2013	2012	2011
	(SAR billions, unless indicated)					
Number of shares traded (millions) . . . . .	67,729	65,920	70,118	52,306	86,006	48,545
Value of shares traded . . . . .	1,157	1,661	2,147	1,370	1,929	1,099
Market capitalisation . . . . .	1,682	1,579	1,813	1,753	1,400	1,271
Number of executed transactions (thousands) . . . . .	27,274	30,444	35,761	28,968	42,105	25,547
Tadawul All-Share Index . . . . .	7,210.4	6,912	8,333	8,536	6,801	6,418

Source: SAMA, Tadawul

According to data published by Tadawul, as at 31 December 2016, 176 companies were listed on the Tadawul with a total market capitalisation of SAR 1,682.0 billion (U.S.\$448.5 billion) an increase of 6.52 per cent. compared to a total market capitalisation of SAR 1,579 billion (U.S.\$421.1 billion) as at 31 December 2015, which was a decline of 12.9 per cent. from a total market capitalisation of SAR 1,813 billion (U.S.\$483.5 billion) as at 31 December 2014. As at 31 December 2016, the Tadawul All-Share Index stood at 7,210.4, an increase of 4.32 per cent. from 6,911.8 as at 31 December 2015, which was a decline of 17.1 per cent. from 8,333.3 as at 31 December 2014.

In May 2016, Tadawul obtained the approval of the CMA to adopt a T+2 settlement cycle (as opposed to a T+0 settlement cycle) for listed securities in the first half of 2017, allowing a two-day settlement period for transactions. In March 2017, Tadawul also obtained the approval of the CMA Board to adopt the Securities Depository Centre Rules, the Glossary of Defined Terms Used in the Exchange Rules, the Short Selling Regulations, the Securities Borrowing and Lending Regulations and the Trading Procedures. The settlement cycle for listed securities will be amended to T+2 and the said rules and regulations will come into force effective 23 April 2017.

### Regime relating to Qualified Foreign Investors

With a view to increasing institutional investment in the capital markets of Saudi Arabia, and to benefit from the expertise of specialised foreign investors, in June 2015 the CMA allowed QFIs to directly invest in listed shares on the Tadawul in accordance with the rules and regulations published by the CMA (the “**QFI Framework**”). The QFI Framework, for the first time, allows foreign institutions that qualify as QFIs to obtain full legal ownership of shares listed on the Tadawul thereby making available to QFIs all the rights and privileges of being a shareholder of companies listed on the Tadawul. Prior to the enactment of the QFI Framework, non-resident foreign investors could participate in the capital markets of Saudi Arabia only indirectly through swap agreements or through investment funds (methods that continue to remain

available to foreign investors who do not qualify as QFIs). As at 31 December 2015, the number of registered QFIs and their clients approved by the CMA for investment in shares in listed Saudi companies reached 17; nine of which were QFIs registered by the CMA, and eight of which were their clients approved to invest in listed shares by the CMA. In the year ended 31 December 2015, the CMA received seven new swap agreements, reaching 34 total outstanding swap agreements.

Under the original QFI Framework, only QFIs (which were defined as financial institutions with U.S.\$5.0 billion or more of assets under management that have been in operation for five or more years) were eligible to invest, subject to certain exceptions approved by the CMA. The original QFI Framework was designed for institutional portfolio investments, with certain restrictions intended to safeguard the stability of the Tadawul and the securities listed thereon. Under the original QFI Framework, a single QFI was permitted to own up to 5 per cent. of the shares of a company listed on the Tadawul, and up to 20 per cent. of the shares of a listed company was permitted to be held by QFIs in the aggregate. Furthermore, foreign investors (resident or non-resident, including QFIs) were permitted to own up to 49 per cent. of the shares of any company listed on the Tadawul. All transaction by QFIs are required to be pre-funded.

In August 2016, the CMA approved certain revisions to the original QFI Framework, which became effective on 4 September 2016. Under the amended QFI Framework, the assets under management required for an institution to qualify as a QFI has been reduced to U.S.\$1.0 billion, and individual QFIs are now permitted to own up to 10 per cent. of the shares of a company listed on the Tadawul or of an issuer's listed convertible debt instruments. Furthermore, QFIs are now collectively permitted to own up to 49 per cent. of the shares of a company listed on the Tadawul or of an issuer's listed convertible debt instruments, *provided* that foreign investors (resident or non-resident, including QFIs) do not collectively exceed 49 per cent. ownership. The definition of foreign financial institutions has also been expanded to include governments and government-related entities. Certain other ownership thresholds and limits have also been relaxed under the amended QFI Framework, and a QFI may now engage a non-Saudi portfolio manager to manage its investment. The scope of the amended QFI Framework now applies to all types of listed securities rather than being limited to shares.

### ***Parallel Market***

In December 2016, the CMA Board approved the Parallel Market Listing Rules pursuant to its Resolution number 3-151-2016, which established a second stock market managed by Tadawul under the name of "Parallel Market" (also known as "Nomu"). This allows smaller companies to list their shares and raise the capital they need for expansion. The establishment of the Parallel Market is part of the CMA's programme to achieve the goals of Vision 2030 in respect of promoting the role of the stock exchange in providing sources of funding and enhancing its stability and its contribution to the national economy.

The Parallel Market Listing Rules provide for less onerous requirements for the registration and listing of joint stock companies' shares on the Parallel Market compared to the requirements imposed for the listing of securities under the Listing Rules, which are applicable to securities listed on the main Tadawul market (the "**Main Market**"). While under the Listing Rules, the aggregate market value of shares to be listed on the Main Market must be at least SAR 100 million (U.S.\$26.7 million), under the Parallel Market Listing Rules, a joint stock company can list its shares provided the aggregate market value of such shares is not less than SAR 10.0 million (U.S.\$2.7 million). Similarly, while the minimum free float of shares for the Main Market listing is set at 30.0 per cent., under the Parallel Market Listing Rules the minimum free float is set at only 20.0 per cent.

### **GCC Monetary Union**

In December 2008, Saudi Arabia, Bahrain, Qatar and Kuwait approved the Monetary Union Agreement and the Monetary Council Statute, which set forth the legal and institutional framework for a proposed monetary union of the relevant member states. The Monetary Union Agreement was ratified and came into force on 27 February 2010, while the Monetary Council Statute became effective on 27 March 2010. The Gulf Monetary Council, which was established in Riyadh, held its inaugural meeting on 30 March 2010. The primary strategic aim of the Gulf Monetary Council is to provide the foundation, and act as a precursor institution, for the establishment of a GCC central bank. The Gulf Monetary Council set itself the primary task of consulting with GCC member countries in order to draft the legal and organisational framework that will underpin the GCC central bank. Preparation for the development and implementation of a proposed GCC single currency will be the responsibility of the GCC central bank. The goal of the Monetary Union Agreement is to improve the efficiency of financial services, decrease transaction costs and increase transparency in the prices of goods and services. No timeline for the implementation of a GCC single currency has yet been set.

## PUBLIC FINANCE

### General

The Government's primary source of budget revenues has historically been oil-related revenues, which accounted for 64.2 per cent. of total revenues for the fiscal year 2016, compared to 72.9 per cent., 87.5 per cent., 89.5 per cent., 91.8 per cent. and 92.5 per cent. of total revenues for the fiscal years 2015, 2014, 2013, 2012 and 2011, respectively. Revenues from the oil sector, which stood at SAR 333.7 billion (U.S.\$89.0 billion) in the fiscal year 2016, decreased by 25.3 per cent., 51.1 per cent., 11.8 per cent. and 9.6 per cent. in the fiscal years 2016, 2015, 2014 and 2013, respectively, following an increase of 10.7 per cent. in the fiscal year 2012.

In order to decrease its reliance on the oil sector, the Government has aimed to diversify Saudi Arabia's economy in recent years. Revenues from the non-oil sector increased by 11.7 per cent., 26.9 per cent., 8.0 per cent., 18.3 per cent. and 23.0 per cent. in the fiscal years 2016, 2015, 2014, 2013 and 2012, respectively, to reach SAR 185.7 billion (U.S.\$49.5 billion) for the fiscal year 2016. In terms of percentage contribution to total revenues, revenues from the non-oil sector have increased to 35.8 per cent. of total revenues for the fiscal year 2016, compared to 27.1 per cent., 12.5 per cent., 10.5 per cent. 8.2 per cent. and 7.5 per cent. of total revenues for the fiscal years 2015, 2014, 2013, 2012 and 2011, respectively. The significant increase in the contribution of the non-oil sector to Government revenues in the fiscal years 2015 and 2016 can be partially attributed to the significant decline in global oil prices since mid-2014 and the consequential decrease in Government revenues and export earnings attributable to the oil sector during the same period.

### Budget Policy and Process

The budget plays a central role in Saudi Arabia's economy and is a key tool in achieving the Government's economic development goals. Fiscal policy is considered to be the core of Saudi Arabia's general economic policy, which aims to fully utilise Saudi Arabia's economic resources to raise the standard of living in Saudi Arabia and to achieve sustainable development through cooperation between the private and public sectors. Government expenditure is considered by the Government to be a primary stimulant of economic activity, and consequently a facilitator of economic growth in Saudi Arabia. The Government believes that it has various options open to it to limit its budget deficit during periods of commodity price volatility, including the imposition of additional charges for services and the development of additional revenue sources. In addition, the Government has flexibility in determining its capital expenditures and may review and reschedule items, if necessary, in order to reduce the amount of expenditures contained in future budgets.

The Government's budgetary policy focuses on investment programmes that enhance sustainable and strong economic development, diversification of the economy and sources of Government revenues and employment opportunities for Saudi nationals, specifically, infrastructure, education, health, security, social services, municipal services, water and water treatment services, roads and highways, science and technology projects and e-government.

The Government prepares budgets on an annual basis, taking into account its key priority areas during each budget process. The Government's fiscal year commences on 31 December and ends on 30 December in the following year. Each year, the Ministry of Finance supervises the preparation of ministerial and agency budgets for the following year. After review by the Ministry of Finance, the consolidated budget proposal is submitted first to the CEDA and then to the Council of Ministers for approval and, if approved, a Royal Decree implementing the budget is issued.

Subsidies relating to the oil sector are proposed by the Ministry of Energy, Industry and Mineral Resources and reviewed by the Council of Ministers in consultation with the Ministry of Finance, thereafter being approved by the Council of Ministers. Subsidies relating to other sectors are proposed by the Ministerial Financing Committee, of which the Ministry of Finance is a part, with the recommendations of such committee thereafter being approved by the Council of Ministers.

### Fiscal Balance Programme

In order to protect its historically strong fiscal position, Saudi Arabia commenced a wide-ranging fiscal consolidation programme in mid-2015. The structural reforms enacted under the fiscal consolidation programme resulted in a decrease in expenditure of 15.2 per cent. during the fiscal year 2016, excluding an expenditure amount of SAR 105.0 billion (U.S.\$28.0 billion) relating to settling due payments from prior

years, as compared to the fiscal year 2015 and a decrease of 11.9 per cent. during the fiscal year 2015 as compared to the fiscal year 2014, which was Saudi Arabia's first year-on-year decline in expenditure since 2002. The fiscal consolidation programme implemented by the Government includes: (i) a phased energy and water pricing reform programme, which included a reduction in fuel, water and energy subsidies, with prices of gasoline increasing by up to 66 per cent.; (ii) enhanced approval requirements for certain new projects; (iii) a 2.5 per cent. tax on undeveloped land in urban areas; (iv) a reduction in the growth of current expenditure through additional controls in respect of new hires in the public sector, as well as in respect of overtime and travel expenses; (v) targeted expenditure reduction of at least 5.0 per cent. of the remaining costs of all Government contracts; and (vi) more efficient methods of revenue collection. The Government expects that its ongoing subsidy reforms will result in substantial savings for the Government and an increase in Government revenues over a five-year period.

In September 2016, the Government announced further fiscal balance measures applicable to public sector employees (excluding certain military and security personnel), including: (i) suspending the annual salary increase for the fiscal year 2016; (ii) reducing or cancelling certain benefits and allowances; and (iii) reducing the base salaries and certain other benefits of Government ministers and members of the Consultative Council.

In December 2016, the Government reaffirmed its commitment to fiscal consolidation and announced the launch of the fiscal balance programme, with the aim of achieving a balanced budget by 2020. The fiscal balance programme aims at: (i) rationalising Government expenditures through expanding efficiency and savings measures to fourteen Government ministries and entities; (ii) revising electricity, fuel and water prices based on international market prices; (iii) broadening the Government's non-oil revenue base through the implementation of a 50.0 per cent. to 100.0 per cent. excise tax on certain potentially harmful products, a 5.0 per cent. value added tax and an increase in the annual expat levy; and (iv) the roll-out of direct cash transfers to eligible Saudi households to offset rising utilities costs.

Prior to the significant decline in global oil prices in mid-2014, rising oil prices and production resulted in large fiscal Government surpluses for over a decade (see *"Economy of Saudi Arabia—Overview"*). However, the sustained decline in global oil prices since mid-2014 resulted in the Government recording a budget deficit in the fiscal year 2014 equivalent to 2.3 per cent. of Saudi Arabia's nominal GDP for the year ended 31 December 2014. In the fiscal year 2015, this increased to a budget deficit equivalent to 15.0 per cent. of Saudi Arabia's nominal GDP for the year ended 31 December 2015. In the fiscal year 2016, the budget deficit decreased to an equivalent of 13.0 per cent. of Saudi Arabia's nominal GDP for the year ending 31 December 2016, based on preliminary figures. The decrease in the budget deficit in the fiscal year 2016 can principally be attributed to the Government's implementation of various fiscal control measures. Given these budget deficits, in its budget for the fiscal year 2017, the Government has continued to focus on comprehensive economic, fiscal, and structural reforms in order to strengthen public finances and enhance sustainability over the medium- and long-term (see *"—2017 Government Budget"* below and *"Risk Factors—There can be no assurance that the Government's fiscal balance measures will be successful or that the fiscal balance will not have an adverse economic impact"*).

## **2017 Government Budget**

The Government announced its 2017 budget on 22 December 2016. The 2017 budget estimates total Government revenues at SAR 692.0 billion (U.S.\$184.5 billion), an increase of 33.2 per cent. compared to actual revenues of SAR 519.4 billion (U.S.\$138.5 billion) in the fiscal year 2016. The 2017 budget estimates total Government expenditure at SAR 890.0 billion (U.S.\$237.3 billion), an increase of 7.2 per cent. compared to actual expenditures of SAR 830.5 billion (U.S.\$221.5 billion) in the fiscal year 2016 (the Government expenditure of SAR 830.5 billion in the fiscal year 2016 excludes an expenditure amount of SAR 105.0 billion (U.S.\$28.0 billion) relating to settling due payments from prior years). The budgeted deficit in the 2017 budget is projected at SAR 198.0 billion (U.S.\$52.8 billion), a decrease of 36.3 per cent. compared to the actual deficit of SAR 311.1 billion (U.S.\$83.0 billion) in the fiscal year 2016. The Government expects to finance the budgeted deficit for the fiscal year 2017 primarily through a combination of raising domestic and external indebtedness and utilising its reserve assets, to the extent necessary.

The 2017 Government budget, like the 2016 Government budget before it, was announced against the backdrop of a low oil price environment (see *"Risk Factors—Saudi Arabia's economy may be adversely affected by the current low oil price environment"*), as well as challenging international and regional economic and financial conditions. Accordingly, two major sources of expenditure have been earmarked

for limited growth: (i) Government support for energy and utilities; and (ii) recurring expenditures, particularly wages, salaries and allowances. Following the announcement of the 2016 Government budget, a Royal Decree announced that petrol prices would increase by 50 per cent., from SAR 0.60 (16 cents) to SAR 0.90 (24 cents) for a litre of high-grade gasoline. The fiscal balance programme anticipates further gradual increases in energy, water, and electricity prices over the next four years (see “—*Fiscal Balance Programme*” above).

Along with the 2016 Government budget, the Government announced its intention to implement the following economic, fiscal, and structural reforms in order to strengthen Saudi Arabia’s public finances, enhance sustainability over the medium- and long-term and continue to adopt necessary development projects and services for economic growth:

- enhancing fiscal management by establishing a macro fiscal policy unit in the Ministry of Finance responsible for setting a budget ceiling by adopting a medium-term expenditure framework (three years) and ensuring an adherence to this ceiling;
- optimising the Government’s budget policies and procedures, preparation and implementation and applying budget disclosure and planning standards in accordance with international best practice;
- optimising the Government’s capital spending, including a review of Government projects, their scope and priorities to ensure their efficient implementation and that they remain consistent with Saudi Arabia’s development priorities, orientations and needs and with financial and funding requirements;
- optimising the Government’s operating expenditures, including the rationalisation of Government agencies’ expenses, the utilisation of IT for the delivery of Government services, and the development and strengthening of control and governance mechanisms;
- reducing the growth of recurring expenditures, in particular wages, salaries and allowances;
- adopting wide structural reforms in order to reduce Saudi Arabia’s dependence on oil, including: (i) privatising a range of sectors and economic activities; (ii) addressing legislative, regulatory and bureaucratic restrictions in the private sector; (iii) improving Government performance, including, among other things, implementing training programmes for Government employees, expanding “smart” Government services and increasing the efficiency of Government spending; (iv) improving Government transparency and accountability; (v) enhancing the investment environment by contributing to the creation of new jobs in the private sector; (vi) providing partnership opportunities between the public, private and non-profit sectors; and (vii) improving the economy’s competitiveness and integration with the global economy;
- optimising the Government’s procurement processes in accordance with international best practice and optimising the Government’s methodology and tools for the management of state assets;
- developing objectives and fiscal rules consistent with international best standards for transparency, control and corporate governance, taking into account economic and development objectives and trends in the short-, medium- and long-terms;
- investing in development projects and programmes that improve the quality of life of Saudi Arabia’s citizens, such as education, health, security, social and municipal services, water and sanitation, electricity, roads, electronic transactions and scientific research;
- reviewing Government support, including revision of energy, water, and electricity prices gradually over the next five years, in order to achieve efficiency in energy use, conserve natural resources, prevent wasteful use, and minimise negative effects on low and middle income citizens and the competitiveness of the business sector;
- reviewing current levels of fees and fines, introducing new fees, and implementing value added tax; and
- establishing a public debt management unit in the Ministry of Finance, which will be responsible for developing and overseeing the Government’s public debt and financing strategy and strengthening Saudi Arabia’s ability to borrow domestically and internationally.

The Government made significant progress in respect of the implementation of such reforms during the fiscal year 2016. The Government has implemented a number of measures to reduce the growth of recurring expenditures, in particular wages, salaries and allowances of certain public sector employees (see “—*Fiscal Balance Programme*” above), and has also introduced new fees, including municipal and rural fees and increased the value of certain existing fees, including fees relating to expatriate visas and traffic violation fines, in order to increase non-oil revenue. The Government also announced its intention to implement a value added tax, which is expected to be introduced by 2018 (see “—*Tax and Zakat*” below) and additional fees on tobacco and soft drinks.

During the fiscal year 2016, the Government also established a number of Government agencies and bodies in order to assist the Government with the implementation of these reforms, including:

- a macro fiscal policy unit within the Ministry of Finance with the responsibility to, among other things, set a budget ceiling and ensure an adherence to this ceiling;
- an agency within the Ministry of Finance with the responsibility of optimising the Government’s budget policies and procedures and to prepare, implement and apply budget disclosure and planning standards in accordance with international best practice;
- a bureau of capital and operational spending rationalisation (the “**BCOSR**”) currently under the supervision of the Minister of Finance to support Government entities in identifying opportunities for optimisation of efficiency with respect to capital expenditures relating to projects implemented under Vision 2030 as well as operational expenditures. The BCOSR is also responsible for the development of mechanisms and policies required for the enhancement of spending efficiency across Government entities and supervising the implementation thereof;
- a unit with the mandate of increasing non-oil revenues under the supervision of the Ministry of Finance, with the responsibility to, among other things, develop new non-oil revenue sources through cooperation with Government and non-Government entities;
- a national centre for privatisation to develop policies, strategies, programmes, regulations, plans, tools and organisational frameworks relating to privatisation projects and public-private partnerships for various sectors, including public utilities, health, education, transport and municipal services;
- a national energy efficiency services company, to provide audit, management, supervision and implementation project services to raise energy efficiency in the private and public sectors; and
- a debt management office within the Ministry of Finance with the responsibility to develop and oversee the Government’s public debt and financing strategy. For additional details regarding the Debt Management Office, see “—*Indebtedness—Public Debt Management*”.

In its 2017 Government budget, the Government, in line with the objectives of Vision 2030 and NTP 2020, announced its intention to ensure that the economic, fiscal, and structural reforms also cover:

- the continuous implementation of fiscal balance measures that aim at restructuring and strengthening the Kingdom’s public finances and delivering fiscal balance through a continuous and comprehensive review of Government revenues and expenditures, focusing on: (i) increasing non-oil revenues; (ii) improving the efficiency of government support, particularly to those who need such support; (iii) promoting and supporting economic growth and the private sector; and (iv) supporting industrial sectors of strategic importance;
- the improvement of financial planning procedures, including those to be utilised for the preparation of the 2018 Government budget and budgets for subsequent years, by applying international best practice;
- the development of a transparent vision for managing cash flows in coordination with other Government agencies and other Government related entities;
- increasing the efficiency of Government expenditures, including the development of mechanisms for the preparation and review of Government expenditures;
- the preparation of a medium-term (3-5 years) expenditure framework in coordination with Government agencies; and
- the development of a comprehensive data management system to allow information to be shared more easily between Government ministries.



## Government Revenues and Expenditures

The following table sets forth the actual revenues, expenditure and overall surplus/deficit of the Government for each of the fiscal years 2016, 2015, 2014, 2013, 2012 and 2011, respectively, and the Government budget for fiscal year 2017.

	Fiscal year ended 30 December						
	2017	2016	2015	2014	2013	2012	2011
	Budget	Actual	Actual	Actual	Actual	Actual	Actual
	(SAR millions, except percentages)						
<b>Revenue:</b>							
Oil revenues . . . . .	480,000	333,699	446,432	913,346	1,035,046	1,144,818	1,034,360
Non-oil revenues . . . . .	212,000	185,749	166,262	131,020	121,315	102,580	83,432
<b>Total Revenues</b> . . . . .	<b>692,000</b>	<b>519,448</b>	<b>612,694</b>	<b>1,044,366</b>	<b>1,156,361</b>	<b>1,247,398</b>	<b>1,117,792</b>
<b>Expenditure:</b>							
Capital expenditures . . . . .	173,137	134,154	263,726	370,245	311,967	261,679	276,200
Current expenditures . . . . .	716,863	696,359	714,413	739,658	664,047	611,626	550,500
<b>Total expenditures</b> . . . . .	<b>890,000</b>	<b>830,513<sup>(1)</sup></b>	<b>978,139</b>	<b>1,109,903</b>	<b>976,014</b>	<b>873,305</b>	<b>826,700</b>
<b>Surplus/(deficit)</b> . . . . .	<b>(198,000)</b>	<b>(311,065)</b>	<b>(365,445)</b>	<b>(65,537)</b>	<b>180,347</b>	<b>374,093</b>	<b>291,092</b>
Nominal GDP . . . . .	—	2,398,564	2,444,090	2,826,869	2,791,259	2,752,334	2,510,650
<b>Ratio of surplus/(deficit) to nominal GDP (%)</b> . .	<b>—</b>	<b>(13.0)</b>	<b>(15.0)</b>	<b>(2.3)</b>	<b>6.5</b>	<b>13.6</b>	<b>11.6</b>

Source: SAMA Annual Report, Ministry of Finance

Notes:

(1) This figure excludes an expenditure amount of SAR 105.0 billion (U.S.\$28.0 billion) relating to settling due payments from prior years.

As a result of the decrease in Government revenues occasioned by the recent decline in oil prices, the Government recorded an actual budget deficit of SAR 65.5 billion (U.S.\$17.5 billion) in the fiscal year 2014, equivalent to 2.3 per cent. of Saudi Arabia's nominal GDP for the year ended 31 December 2014, its first deficit since 2009. For the fiscal year 2015, the Government's actual deficit increased to SAR 365.4 billion (U.S.\$97.5 billion), equivalent to 15.0 per cent. of Saudi Arabia's nominal GDP for the year ended 31 December 2015. For the fiscal year 2016, the Government's actual deficit decreased to SAR 311.1 billion (U.S.\$83.0 billion), equivalent to 13.0 per cent. of Saudi Arabia's nominal GDP for the year ending 31 December 2016. The Ministry of Finance has estimated that Saudi Arabia's budget deficit for the fiscal year 2017 will be SAR 198.0 billion (U.S.\$52.8 billion).

## Government Revenues

The following table sets forth a breakdown of the Government's revenues by category for the fiscal years 2016, 2015, 2014 and 2013, respectively, and budgeted revenues for the fiscal year 2017.

	Budget		Actual							
	2017		2016		2015		2014		2013	
	Amount	% of total	Amount	% of total	Amount	% of total	Amount	% of total	Amount	% of total
	(SAR millions, except percentages)									
<b>Total oil revenue</b> . . .	<b>480,000</b>	<b>69.4</b>	<b>333,699</b>	<b>64.2</b>	<b>446,432</b>	<b>72.9</b>	<b>913,346</b>	<b>87.5</b>	<b>1,035,046</b>	<b>89.5</b>
<b>Total non-oil revenue</b>	<b>212,000</b>	<b>30.6</b>	<b>185,749</b>	<b>35.8</b>	<b>166,262</b>	<b>27.1</b>	<b>131,020</b>	<b>12.5</b>	<b>121,315</b>	<b>10.5</b>
—Investment income	47,500	6.9	75,062	14.5	50,445	8.2	21,858	2.1	15,014	1.3
—Fees and charges . .	73,650	10.6	37,650	7.2	44,068	7.2	42,287	4.0	47,142	4.1
—Customs duties . . .	40,050	5.8	25,862	5.0	25,993	4.2	23,520	2.3	21,205	1.8
—Income taxes . . . .	18,000	2.6	14,655	2.8	14,598	2.4	13,925	1.3	12,246	1.1
—Other non-oil revenue . . . . .	32,800	4.7	32,520	6.3	31,158	5.1	29,430	2.8	25,708	2.2
<b>Total revenue</b> . . . . .	<b>692,000</b>	<b>100.0</b>	<b>519,428</b>	<b>100.0</b>	<b>612,694</b>	<b>100.0</b>	<b>1,044,366</b>	<b>100.0</b>	<b>1,156,361</b>	<b>100.0</b>

Source: Ministry of Finance

The Government's total revenues during the fiscal year 2016 were SAR 519.4 billion (U.S.\$138.5 billion), representing a decline of 15.2 per cent. as compared to total revenues of SAR 612.7 billion (U.S.\$163.4 billion) during the fiscal year 2015, which was a decline of 41.3 per cent. as compared to total revenues of SAR 1,044.4 billion (U.S.\$278.5 billion) during the fiscal year 2014. The Government's total

revenues during the fiscal year 2016 were 1.1 per cent. higher than budgeted revenues for that year of SAR 513.8 billion (U.S.\$137.0 billion). The increase of actual revenue as compared to budgeted revenue in the fiscal year 2016 was principally attributable to actual non-oil revenues being SAR 185.7 billion (U.S.\$49.5 billion), or 3.2 per cent. higher than budgeted non-oil revenues for that year of SAR 180.0 billion (U.S.\$48.0 billion) as a result of the Government's efforts to diversify the economic base and sources of national income.

The Government's revenues are categorised as oil revenues and non-oil revenues. Oil revenues accounted for 64.2 per cent. of the Government's total revenues in the fiscal year 2016, compared to 72.9 per cent., 87.5 per cent., 89.5 per cent., 91.8 per cent. and 92.5 per cent. of the Government's total revenues in the fiscal years 2015, 2014, 2013, 2012 and 2011, respectively. Oil revenues are budgeted to account for 69.4 per cent. of total revenues in the fiscal year 2017.

The Government's total oil revenues for the fiscal year 2016 were SAR 333.7 billion (U.S.\$89.0 billion), representing a decline of 25.3 per cent. as compared to total oil revenues for the fiscal year 2015. This decline can principally be attributed to the continuing significant decline in global oil prices since mid-2014, as a result of which the value of Saudi Arabia's oil exports declined by 12.1 per cent., 46.3 per cent. and 11.6 per cent. in the fiscal years 2016, 2015 and 2014, respectively. The Government's oil revenues are budgeted at SAR 480.0 billion (U.S.\$128.0 billion) in the fiscal year 2017, an increase of 43.8 per cent. as compared to the actual oil revenues in the fiscal year 2016, which is principally attributable to the expected improvement in the global oil market and the Kingdom's implementation of the energy subsidies reform.

The Government's non-oil revenues for the fiscal year 2016 were SAR 185.7 billion (U.S.\$49.5 billion), representing an increase of 11.7 per cent. compared to non-oil revenues of SAR 166.3 billion (U.S.\$44.3 billion) for the fiscal year 2015. This increase can principally be attributed to an increase of 48.8 per cent. in investment income (which represented 40.4 per cent. of total non-oil revenue in the fiscal year 2015) to SAR 75.1 billion (U.S.\$20.0 billion) in the fiscal year 2016 from SAR 50.4 billion (U.S.\$13.5 billion) in the fiscal year 2015, primarily as a result of an increase in investment income from the PIF and SAMA. In the fiscal year 2016, revenues from fees and charges decreased by 14.6 per cent. as compared to the fiscal year 2015, while revenues from 'other' non-oil revenues increased by 4.4 per cent., as compared to the fiscal year 2015.

The Government's budgeted non-oil revenues for the fiscal year 2017 are projected to reach SAR 212.0 billion (U.S.\$56.5 billion), representing an increase of 14.1 per cent. as compared to actual non-oil revenues for the fiscal year 2016. This budgeted increase can principally be attributed to a projected increase in fees and charges, custom duties and income taxes (which represent 34.7 per cent., 18.9 per cent. and 8.5 per cent., respectively, of total budgeted non-oil revenue in the fiscal year 2017) by 95.6 per cent., 54.9 per cent. and 22.8 per cent., respectively, as compared to the fiscal year 2016 primarily as a result of a revision of levels of fees and fines imposed by the Government and the introduction of new fees and taxes by the Kingdom (see "—2017 Government Budget" above).

### Government Expenditures

The following table sets forth a breakdown of actual Government expenditure by category for the fiscal years 2016, 2015, 2014 and 2013, respectively, and the budgeted figures for the fiscal year 2017.

	Budget		Actual							
	2017		2016 <sup>(5)</sup>		2015		2014		2013	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
	(SAR millions, except percentages)									
Defence and security <sup>(1)</sup> . . . . .	287,541	32.3	311,161	37.5	322,696	33.0	329,137	29.7	268,289	27.5
Education and training . . . . .	200,329	22.5	212,408	25.6	233,509	23.9	222,445	20.0	210,933	21.6
Health and social development . . . . .	120,420	13.5	118,034	14.2	88,847	9.1	107,265	9.7	99,046	10.1
Economic resources <sup>(2)</sup> . . . . .	47,261	5.3	34,496	4.2	41,359	4.2	54,770	4.9	51,688	5.3
Infrastructure and transportation <sup>(3)</sup> . . . . .	52,164	5.9	35,941	4.3	40,377	4.1	43,307	3.9	49,054	5.0
Public administration <sup>(4)</sup> . . . . .	26,716	3.0	92,896	11.2	217,642	22.3	312,239	28.1	259,834	26.6
Municipal services . . . . .	47,942	5.4	25,577	3.1	33,709	3.4	40,740	3.7	37,170	3.8
Public Programmes Unit <sup>(6)</sup> . . . . .	107,627	12.1	—	—	—	—	—	—	—	—
<b>Total expenditure . . . . .</b>	<b>890,000</b>	<b>100.0</b>	<b>830,513<sup>(7)</sup></b>	<b>100.0</b>	<b>978,139</b>	<b>100.0</b>	<b>1,109,903</b>	<b>100.0</b>	<b>976,014</b>	<b>100.0</b>

Source: Ministry of Finance

Notes:

- (1) Includes the Ministry of Interior, the Ministry of National Guard, the Ministry of Defence, the General Intelligence Directorate and the Saudi Royal Guard Regiment.
- (2) Includes the Ministry of Economy and Planning, GASTAT, the MPMR, the MOCI, the MEWA, the SWCC, SAGIA, the SCTH, King Abdullah City for Atomic and Renewable Energy, the Ministry of Labour and Social Development and Ministry of Finance and affiliated agencies.
- (3) Includes the Ministry of Transport, GACA, Saudi Railways, the Public Transport Authority, the Saudi Ports Authority, the RCJY, the Ministry of Communications and Information Technology, Saudi Post and the CITC.
- (4) Includes the Royal Court, the Ministry of Justice, the Ministry of Foreign Affairs, the Ministry of Islamic Affairs, Call and Guidance, the Ministry of Hajj and Umrah, the Consultative Council, the National Anti-Corruption Commission and the General Presidency of the Promotion of Virtue and the Prevention of Vices.
- (5) In light of the low oil price environment, a budget support provision of SAR 183.0 billion (U.S.\$48.8 billion) was provided for in the 2016 budget in order to address shortages in revenue and to provide flexibility to redirect capital and operational expenditure in line with national priorities and to fulfil spending requirements. This budget support provision was spent across the various categories during 2016.
- (6) A provision for expenditure on the Public Programmes Unit of SAR 107.6 billion (U.S.\$28.7 billion) was provided for in the 2017 budget in order to finance certain strategic projects of the Government such as the expansion of the Grand Mosque in Makkah, the Prophet's Mosque in Medina and to cover emergency spending.
- (7) This figure excludes an expenditure amount of SAR 105.0 billion (U.S.\$28.0 billion) relating to settling due payments from prior years.

In light of the low oil price environment, the Government's budget for the fiscal year 2016 included, for the first time, a budget support provision of SAR 183.0 billion (U.S.\$48.8 billion), or 21.8 per cent. of total budgeted Government expenditure, which was intended to provide flexibility to redirect capital and operating expenditure according to the Government's development priorities and to meet any unexpected budgetary requirements. The amount allocated for the budget support provision in the Government's budget for the fiscal year 2016 was utilised to finance capital expenditures relating to the expenditure categories specified in the above table.

The Government's total expenditures during the fiscal year 2016, excluding an expenditure amount of SAR 105.0 billion (U.S.\$28.0 billion) relating to settling due payments from prior years, were SAR 830.5 billion (U.S.\$221.5 billion), a decrease of 15.1 per cent. as compared to total expenditures of SAR 978.1 billion (U.S.\$260.8 billion) during the fiscal year 2015, which was a decrease of 11.9 per cent. as compared to total expenditures of SAR 1,109.9 billion (U.S.\$296.0 billion) during the fiscal year 2014. The Government's total expenditures during the fiscal year 2016 were 1.1 per cent. lower than budgeted expenditure for that year of SAR 840.0 billion (U.S.\$224.0 billion). The expenditure below the budgeted amount in the fiscal year 2016 was principally attributable to the Government's implementation of the fiscal consolidation programme.

The Government's expenditures are categorised as capital expenditures and current expenditures. The Government's capital expenditures comprised 16.2 per cent., 27.0 per cent., 33.4 per cent., 32.0 per cent., 30.0 per cent. and 33.4 per cent. of total expenditures in the fiscal years 2016, 2015, 2014, 2013, 2012 and 2011, respectively, and are budgeted to comprise 19.5 per cent. of total expenditures in the fiscal year 2017.

The Government's current expenditures comprised 83.8 per cent., 73.0 per cent., 66.6 per cent., 68.0 per cent., 70.0 per cent. and 66.6 per cent. of total expenditures in the fiscal years 2016, 2015, 2014, 2013, 2012 and 2011, respectively, and are budgeted to comprise 80.5 per cent. of total expenditures in the fiscal year 2017.

In addition, the Government's budget for the fiscal year 2017 introduced a provision for expenditure on the Public Programmes Unit of SAR 107.6 billion (U.S.\$28.7 billion), or 12.1 per cent. of total budgeted Government expenditure. This provision is intended to finance certain strategic projects of the Government such as the expansion of the Grand Mosque in Makkah, the expansion of the Prophet's Mosque in Medina and to cover emergency spending, which were financed and covered under other categories in the Government budget in previous years.

The Government's budgeted expenditure for the fiscal year 2017 continues to prioritise the development of Saudi Arabia's non-oil sector and enhancement of the quality of the workforce and residents' security in order to sustain growth and reduce reliance on the oil sector.

The Government's budgeted expenditure on defence and security in the fiscal year 2017 is SAR 287.5 billion (U.S.\$76.7 billion), or 32.3 per cent. of total budgeted Government expenditure, a decrease of 7.6 per cent. compared to actual expenditure of SAR 311.2 billion (U.S.\$83.0 billion), or 37.5 per cent. of the total Government expenditure, in the fiscal year 2016. In the fiscal year 2016, total Government expenditure on defence and security decreased by 3.6 per cent. as compared to SAR 322.7 billion

(U.S.\$86.1 billion) in the fiscal year 2015. See “*Foreign Relations and International Organisations—Saudi Arabia’s Position in the International Community*”.

The Government’s budgeted expenditure on education and training for the fiscal year 2017 is SAR 200.3 billion (U.S.\$53.4 billion), or 22.5 per cent. of total budgeted Government expenditure, a decrease of 5.7 per cent. compared to actual expenditure of SAR 212.4 billion (U.S.\$56.6 billion), or 25.6 per cent. of total Government expenditure, in the fiscal year 2016. In the fiscal year 2016, total Government expenditure on education and training decreased by 9.0 per cent. as compared to SAR 233.5 billion (U.S.\$62.3 billion) in the fiscal year 2015.

The Government’s budgeted expenditure on health and social development for the fiscal year 2017 is SAR 120.4 billion (U.S.\$32.1 billion), or 13.5 per cent. of total budgeted Government expenditure, an increase of 2.0 per cent. compared to actual expenditure of SAR 118.0 billion (U.S.\$31.5 billion), or 14.2 per cent. of total Government expenditure, in the fiscal year 2016. In the fiscal year 2016, the Government’s expenditure on health and social development increased by 32.9 per cent. as compared to SAR 88.8 billion (U.S.\$23.7 billion) in the fiscal year 2015.

The Government’s budgeted expenditure on economic resources for the fiscal year 2017 is SAR 47.3 billion (U.S.\$12.6 billion), or 5.3 per cent. of total budgeted Government expenditure, an increase of 37.0 per cent. compared to actual expenditure of SAR 34.5 billion (U.S.\$9.2 billion), or 4.2 per cent. of the total Government expenditure, in the fiscal year 2016. In the fiscal year 2016, the Government’s expenditure on economic resources decreased by 16.6 per cent. as compared to SAR 41.4 billion (U.S.\$11.0 billion) in the fiscal year 2015.

The Government’s budgeted expenditure on infrastructure and transportation for the fiscal year 2017 is SAR 52.2 billion (U.S.\$13.9 billion), or 5.9 per cent. of total budgeted Government expenditure, an increase of 45.1 per cent. compared to actual expenditure of SAR 35.9 billion (U.S.\$9.6 billion), or 4.3 per cent. of the total Government expenditure, in the fiscal year 2016. In the fiscal year 2016, the Government’s expenditure on infrastructure and transportation decreased by 11.0 per cent. as compared to SAR 40.4 billion (U.S.\$10.8 billion) in the fiscal year 2015.

The Government’s budgeted expenditure on public administration (which includes subsidies and general budget items) for the fiscal year 2017 is SAR 26.7 billion (U.S.\$7.1 billion), or 3.0 per cent. of total budgeted Government expenditure, a decrease of 71.2 per cent. compared to actual expenditure of SAR 92.9 billion (U.S.\$24.8 billion), or 11.2 per cent. of the total Government expenditure, in the fiscal year 2016. In the fiscal year 2016, the Government’s expenditure on public administration decreased by 57.3 per cent. as compared to SAR 217.6 billion (U.S.\$58.0 billion) in the fiscal year 2015.

The Government’s budgeted expenditure on municipal services for the fiscal year 2017 is SAR 47.9 billion (U.S.\$12.8 billion), or 5.4 per cent. of total budgeted Government expenditure, an increase of 87.4 per cent. compared to actual expenditure of SAR 25.6 billion (U.S.\$6.8 billion), or 3.1 per cent. of the total Government expenditure, in the fiscal year 2016. In the fiscal year 2016, the Government’s expenditure on municipal services decreased by 24.1 per cent. as compared to SAR 33.7 billion (U.S.\$9.0 billion) in the fiscal year 2015.

The decrease in actual Government expenditure in the sectors of defence and security, education and training, economic resources, infrastructure and transportation, public administration, and municipal services for the fiscal year 2016 compared to actual Government expenditure in the fiscal year 2015 was principally due to various fiscal control measures that were introduced by the Government in the fourth quarter of 2015.

The increase in budgeted Government expenditure in the sectors of health and social development, economic resources, infrastructure and transportation, and municipal services for the fiscal year 2017 compared to actual Government expenditure in the fiscal year 2016 is principally attributable to additional funding allocated for NTP 2020 initiatives, estimated at SAR 42.0 billion (U.S.\$11.2 billion).

### **Public Investment Fund**

The PIF was established by Royal Decree in 1971. Historically, the PIF’s role was to provide loans to select projects in which the Government was participating as an equity holder or otherwise. Over time, the PIF’s role expanded to invest in companies, or establish new companies, within or outside of Saudi Arabia, either alone or in partnership with third parties from the public or private sector on behalf of the Government with a view to facilitating greater ownership by Saudi citizens in such companies.

Over the course of its existence, the PIF evolved to be a significant source of financial support for commercial projects that were considered strategically significant for the development of Saudi Arabia's economy, whether such projects were wholly- or partially-owned by the Government or Government-related entities. The PIF provided such financial support through loans or guarantees and, in certain instances, through allocations of public funds to specific projects. A number of key economic sectors in Saudi Arabia have received funding from the PIF in the past, including strategic projects owned by the private sector. In addition to holding major equity stakes in several listed and unlisted companies, the PIF also holds a portfolio of debt capital markets instruments issued by Saudi issuers.

The PIF has played an important role in the development of some of Saudi Arabia's largest listed and non-listed companies across a number of key sectors, including the following:

- *Financial services*: National Commercial Bank, Riyad Bank, Samba Financial Group, Tadawul and Sanabil Investments;
- *Energy, manufacturing and mining*: SABIC, Saudi Electricity Company, Ma'aden, National Gas & Industrialisation Company (GASCO) and the Savola Group; and
- *Technology and telecommunications*: STC, Saudi Technology Development and Investment Company (Taqnia), Al-ELM Information Security Company (ELM) and Saudi Electronic Info Exchange Company (Tabadul).

The PIF is self-funded and does not receive funding through the Government's annual budget. In 2015, the PIF received over SAR 20 billion (U.S.\$5.3 billion) in dividends, almost all of which were from the Saudi market. As at 30 June 2016 and 30 December 2015, PIF's total assets under management stood at SAR 587 billion (U.S.\$157 billion) and SAR 583 billion (U.S.\$155 billion), respectively, the majority of which are accounted for by the PIF's investments in public equities. In terms of sector breakdown, the majority of the PIF's assets are accounted for by its equity investments in the petrochemicals, financial services, and technology and telecommunications sectors.

Until March 2015, the PIF was operated as a part of the Ministry of Finance with the authority to carry out the functions for which it was established. In March 2015, the PIF was affiliated with the CEDA pursuant to a Council of Ministers' Resolution providing that the PIF would report to the CEDA and that the Chairman of the CEDA (H.R.H. The Deputy Crown Prince Mohammed bin Salman bin Abdulaziz Al Saud) would fulfil the role of the Chairman of the PIF. The PIF is expected to play a key role in the implementation of Vision 2030 and the restructuring of Saudi Aramco. The Government expects to transfer ownership of Saudi Aramco to the PIF, and the PIF will continue to assist the private sector with the establishment of capital intensive projects. See "*Overview of Saudi Arabia—Strategy of Saudi Arabia—Vision 2030*".

In November 2016, in an effort to diversify the PIF's investment portfolio and enhance its investment revenues, the Government approved the allocation of SAR 100.0 billion (U.S.\$26.7 billion) from the Government reserve account to the PIF.

### **Tax and Zakat**

The Government's revenues attributable to income taxes in the fiscal year 2016 were SAR 14.7 billion (U.S.\$3.9 billion), an increase of 0.4 per cent., compared to SAR 14.6 billion (U.S.\$3.9 billion) in the fiscal year 2015, which was an increase of 4.8 per cent. compared to SAR 13.9 billion (U.S.\$3.7 billion) in the fiscal year 2014. In May 2016, the Ministry of Finance announced that the Government intends to implement value added tax, at a rate of up to 5 per cent., by 2018. The Government does not currently have any plans to introduce income tax upon individuals.

In Saudi Arabia, corporate income tax is levied at a flat rate of 20.0 per cent. upon non-residents carrying on business in Saudi Arabia through a permanent establishment, and resident companies in respect of any share held by a foreign partner or shareholder.

Nationals of Saudi Arabia and the other GCC countries, and companies that are wholly-owned by such individuals, are subject to zakat instead of income tax. Companies owned jointly by Saudi/GCC and non-Saudi/non-GCC nationals pay tax on the portion of income attributable to the non-Saudi/non-GCC nationals and zakat on the portion of income attributable to Saudi/GCC nationals. In general, zakat is levied at a fixed rate of 2.5 per cent. Guidance on zakat in Saudi Arabia is based on the provisions of Royal Decrees, Ministerial Resolutions, and circulars of the General Authority for Zakat and Tax (formerly the Department of Zakat and Income Tax) that are in force.

## INDEBTEDNESS

### Overview

The Ministry of Finance manages Saudi Arabia's external and domestic indebtedness for and on behalf of the Government.

As at 31 December 2016, Saudi Arabia's total outstanding direct indebtedness amounted to SAR 316.5 billion (U.S.\$84.4 billion), comprising SAR 213.4 billion (U.S.\$56.9 billion) of domestic indebtedness and SAR 103.1 billion (U.S.\$27.5 billion) of external indebtedness. As at 31 December 2015, the Government's total outstanding direct indebtedness amounted to SAR 142.2 billion (U.S.\$37.9 billion), which entirely comprised domestic indebtedness and which represented 5.8 per cent. of Saudi Arabia's estimated nominal GDP for the year ended 31 December 2015. As at 31 December 2014, the Government's total outstanding direct indebtedness amounted to SAR 44.3 billion (U.S.\$11.8 billion), which entirely comprised domestic indebtedness and which represented 1.6 per cent. of Saudi Arabia's nominal GDP for the year ended 31 December 2014.

Until mid-2014, rising oil prices and production resulted in large external and fiscal surpluses for over a decade and, as a result, Saudi Arabia's indebtedness steadily decreased during that period. Accumulated fiscal surpluses enabled the Government to reduce its indebtedness by 93.5 per cent. from SAR 685.2 billion (U.S.\$182.7 billion) in 2002 to SAR 44.3 billion (U.S.\$11.8 billion) in the year ended 31 December 2014. As a consequence, Saudi Arabia's debt-to-GDP ratio decreased from 96.4 per cent. of nominal GDP in 2003 to 1.6 per cent. of nominal GDP in the year ended 31 December 2014, one of the lowest of any country in the world, according to the 2015 Financial Stability Report published by SAMA.

However, since mid-2014, the global oil market environment has changed substantially, with a significant decline in oil prices. Given the significant contribution of the oil sector to Saudi Arabia's economy, this resulted in substantially lower export and Government revenues. As a result, in the fiscal year 2014, the Government recorded a budget deficit of 2.3 per cent. of Saudi Arabia's nominal GDP for the year ended 31 December 2014. In the fiscal year 2015, this increased to a budget deficit equivalent to 15.0 per cent. of Saudi Arabia's nominal GDP for the year ended 31 December 2015. In the fiscal year 2016, the Government's actual deficit decreased to 13.0 per cent. of Saudi Arabia's nominal GDP for the year ending 31 December 2016.

In July 2015, in order to finance its budget deficit resulting from the oil price decline, the Government resumed issuing SAR-denominated bonds to government agencies and local banks in the domestic market for the first time since 2007. In the year ended 31 December 2015, the Government issued SAR 98.0 billion (U.S.\$26.1 billion) of local bonds in the domestic market. Furthermore, in May 2016, Saudi Arabia entered into a facility agreement with a syndicate of commercial banks in relation to a U.S.\$10 billion term loan facility. The stated maturity of this loan facility is five years and the loan is repayable in full on maturity. In the year ended 31 December 2016, the Government issued an additional SAR 97.0 billion (U.S.\$25.9 billion) of local bonds in the domestic market. On 10 October 2016, Saudi Arabia (acting through the Ministry of Finance) established a Global Medium Term Note Programme (the "GMTN Programme"). On 26 October 2016, Saudi Arabia issued U.S.\$17.5 billion notes under the GMTN Programme (see "*External Indebtedness*" below).

The Government plans to continue raising further indebtedness in the domestic and international markets, and NTP 2020 envisages Saudi Arabia's ratio of public debt to nominal GDP having the potential to reach up to 30 per cent. by 2020.

The following table sets forth the Government's total outstanding direct indebtedness (external and domestic) as at 31 December 2016, 2015, 2014, 2013, 2012 and 2011, respectively.

	As at 31 December					
	2016	2015	2014	2013	2012	2011
	(SAR billions, except percentages)					
Borrowed during period . . . . .	200.1	98.0	—	—	—	5.4
Repaid during period . . . . .	25.8	—	15.9	23.7	51.7	36.9
<b>Indebtedness outstanding at end of period . . . . .</b>	<b>316.5</b>	<b>142.2</b>	<b>44.3</b>	<b>60.1</b>	<b>83.8</b>	<b>135.5</b>
Change (%) . . . . .	122.5	221.4	(26.4)	(28.3)	(38.1)	(18.9)
GDP at current prices . . . . .	2,398.6	2,444.1	2,826.9	2,791.3	2,752.3	2,510.7
Ratio of public debt to nominal GDP (%) . . . . .	13.2	5.8	1.6	2.2	3.0	5.4

Source: SAMA

The following table sets forth the Government's scheduled principal and interest/profit payments for each of the years ending 31 December 2017, 2018, 2019, 2020 and 2021, based on the Government's outstanding direct indebtedness as at 31 December 2016.

	Year ended 31 December				
	2017	2018	2019	2020	2021
	(SAR millions)				
<b>External indebtedness:</b>					
Scheduled principal repayments <sup>(1)</sup>	—	—	—	—	58,125.00
Scheduled interest/profit repayments <sup>(2)</sup>	3,236.71	3,399.74	3,553.49	3,673.05	2,918.51
<b>Total external scheduled repayments</b>	<b>3,236.71</b>	<b>3,399.74</b>	<b>3,553.49</b>	<b>3,673.05</b>	<b>61,043.51</b>
<b>Domestic indebtedness:</b>					
Scheduled principal repayments <sup>(3)</sup>	3,908.20	3,271.91	2,055.11	48,810.00	5,260.00
Scheduled interest/profit repayments <sup>(4)</sup>	5,818.46	5,884.46	6,177.48	6,154.02	5,326.97
<b>Total domestic scheduled repayments</b>	<b>9,726.66</b>	<b>9,156.37</b>	<b>8,232.59</b>	<b>54,964.02</b>	<b>10,586.97</b>
<b>Total scheduled repayments</b>	<b>12,963.37</b>	<b>12,556.11</b>	<b>11,786.08</b>	<b>58,637.07</b>	<b>71,630.48</b>

Source: Ministry of Finance

Notes:

- (1) External principal repayments due in 2021 comprise SAR 37.5 billion (U.S.\$10.0 billion) under an external term loan facility and SAR 20.6 billion (U.S.\$5.5 billion) in respect of notes issued under the GMTN Programme.
- (2) The Government's external indebtedness comprises a U.S.\$10.0 billion five-year term loan facility carrying a floating interest rate and SAR 65.6 billion (U.S.\$17.5 billion) in respect of three series of notes issued under the GMTN Programme, in each case carrying fixed interest rates. The projections in respect of the floating rate are estimates and actual payments may differ from the amounts shown.
- (3) The domestic bonds issued by the Government during 2015 and 2016 comprise instruments with varying tenors of five years, seven years and ten years. The instruments issued in 2015 and 2016 with a five-year tenor are scheduled to mature in 2020 and 2021, respectively.
- (4) The Government's domestic indebtedness comprises both fixed rate and floating rate instruments. The projections in respect of the floating rate portion are estimates and actual payments may differ from the amounts shown.

### External Indebtedness

As at 31 December 2016, Saudi Arabia's total external indebtedness amounted to SAR 103.1 billion (U.S.\$27.5 billion). As at 31 December 2015 and 2014, respectively, Saudi Arabia did not have any external indebtedness.

The following table sets forth a breakdown of the Government's outstanding direct external borrowing (excluding debt of Government-related entities) as at 31 December 2016:

	Maturity	Principal amount	
		(SAR millions)	(U.S.\$ millions)
Term loan facility	2021	37,500	10,000
Global medium term notes (Series 1)	2021	20,625	5,500
Global medium term notes (Series 2)	2026	20,625	5,500
Global medium term notes (Series 3)	2046	24,375	6,500
<b>Total external indebtedness</b>	—	<b>103,125</b>	<b>27,500</b>

Source: Ministry of Finance

In May 2016, Saudi Arabia entered into a facility agreement with a syndicate of commercial banks in relation to a U.S.\$10 billion term loan facility. The stated maturity of this loan facility is five years and the loan is repayable in full on maturity.

On 10 October 2016, Saudi Arabia (acting through the Ministry of Finance) established the GMTN Programme. On 26 October 2016, Saudi Arabia issued an aggregate of U.S.\$17.5 billion notes under the GMTN Programme, comprising U.S.\$5.5 billion fixed-rate notes with a five-year tenor and carrying a coupon of 2.375 per cent. (payable semi-annually in arrear), U.S.\$5.5 billion fixed-rate notes with a 10-year tenor and carrying a coupon of 3.25 per cent. (payable semi-annually in arrear) and U.S.\$6.5 billion fixed-rate notes with a 30-year tenor and carrying a coupon of 4.5 per cent. (payable semi-annually in arrear), in each case admitted to the official list and admitted to trading on the regulated market of the Irish Stock Exchange.

## Domestic Indebtedness

As at 31 December 2016, Saudi Arabia's total domestic indebtedness amounted to SAR 213.4 billion (U.S.\$56.9 billion). As at 31 December 2015, Saudi Arabia's total domestic indebtedness amounted to SAR 142.2 billion (U.S.\$37.9 billion), representing 5.8 per cent. of Saudi Arabia's nominal GDP for the year ended 31 December 2015.

The following table sets forth a breakdown of the Government's outstanding direct domestic borrowing (excluding debt of Government-related entities) by creditor type, as at 31 December 2016, 2015, 2014 and 2013, respectively.

	As at 31 December			
	2016	2015	2014	2013
	(SAR billions)			
Autonomous Government institutions . . . . .	80.6	97.9	41.2	54.2
Commercial banks . . . . .	132.8	44.3	3.0	5.9
<b>Total domestic indebtedness<sup>(1)</sup> . . . . .</b>	<b>213.4</b>	<b>142.2</b>	<b>44.3</b>	<b>60.1</b>
<b>Net change . . . . .</b>	<b>71.2</b>	<b>98.0</b>	<b>(15.9)</b>	<b>(23.7)</b>
New loans . . . . .	—	—	—	—
New bonds . . . . .	97.0	98.0	—	—
Amortisation of loans . . . . .	—	—	—	—
Amortisation of bonds . . . . .	(25.8)	—	(15.9)	(23.7)

Source: Ministry of Finance

Note:

(1) Does not include instruments issued by GACA and guaranteed by the Government.

## Guarantees and other Contingent Liabilities

As at 31 December 2016, the Government had provided the following guarantees in respect of the indebtedness of Government-owned entities:

- guarantees by the Ministry of Finance in respect of the 10-year SAR 15.0 billion (U.S.\$4.0 billion) sukuk and the 10-year SAR 15.2 billion (U.S.\$4.1 billion) sukuk issued by GACA in January 2012 and October 2013, respectively; and
- a guarantee in respect of Saudia's operating costs in connection with the Prince Mohammed bin Abdulaziz Airport in Medina, which is counter-guaranteed by receivables from Saudia.

## Credit rating

Saudi Arabia has been assigned credit ratings by Moody's and Fitch. S&P also assigns a credit rating to Saudi Arabia on an unsolicited basis. The following table sets forth the credit rating assigned to Saudi Arabia by each of these rating agencies:

	Moody's	Fitch	S&P (unsolicited)
Long-term foreign currency . . . . .	A1	A+	A-
Outlook . . . . .	Stable	Stable	Stable

The current credit ratings assigned to Saudi Arabia by Moody's and Fitch are a result of a downgrade by each of these credit ratings agencies of Saudi Arabia's ratings from, in the case of Moody's, Aa3 to the current A1 in May 2016 and, in the case of Fitch, from AA- to the current A+ in March 2017. Furthermore, in February 2016, S&P, which rates Saudi Arabia on an unsolicited basis, cut Saudi Arabia's foreign and local currency credit ratings by two levels from A+/A-1 (Negative) to A-/A-2 (Stable). For each of the rating downgrades mentioned above, the relevant ratings agency cited a fall in oil prices having led to a material deterioration in Saudi Arabia's credit profile and the expectation of an increased Government budget deficit.

## Public Debt Management

In 2016, Saudi Arabia established the Debt Management Office (the "DMO") within the Ministry of Finance, which is responsible for, among other things, managing all aspects of borrowing by the Government, including new issuances and risk management. In addition, the DMO is responsible for managing the Government's relationship with the bond rating agencies.

## Debt Record

During the last 20 years prior to the date of this Base Prospectus, Saudi Arabia has paid all principal and interest payments in respect of its outstanding borrowings when they fell due and has not entered into any restructuring arrangements with its creditors to defer the repayment of its borrowings.



## SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS

*The following is a summary of certain provisions of the principal Transaction Documents and is qualified in its entirety by reference to the detailed provisions of the principal Transaction Documents. Copies of the Transaction Documents will be available for inspection at the offices of the Principal Paying Agent (as defined in the Conditions).*

### **Master Murabaha Agreement**

The Master Murabaha Agreement was entered into on 4 April 2017 by the Trustee (as the Seller) and the Kingdom acting through the Ministry of Finance (as the Purchaser). Pursuant to the terms of the Master Murabaha Agreement, the Seller will, in respect of each Tranche of Trust Certificates to be issued and at the written request of the Purchaser (in the form of an irrevocable purchase order with promise to purchase), use no more than 49 per cent. of the proceeds from the issuance of such Tranche (such percentage to be set out in the Final Terms for each Tranche of Trust Certificates) to purchase, on the relevant Issue Date, commodities (which may comprise one, or a combination, of copper, platinum, palladium, zinc, lead, aluminium, aluminium alloy, iridium, nickel or rhodium) (the “**Commodities**”). The purchase order with promise to purchase will contain a promise from the Purchaser to purchase the Commodities for the Deferred Sale Price after the Commodities have been purchased by, or on behalf of, the Seller from the relevant Supplier.

The Seller may appoint a Commodities Broker to act as its independent agent on, or prior to, a proposed Settlement Date, for the sole purpose of purchasing from a supplier, the Commodities that the Seller will on-sell to the Purchaser pursuant to the relevant Murabaha Transaction.

Immediately upon completion of the purchase of the relevant Commodities and gaining title thereto and (actual or constructive) possession thereof by the Seller, the Seller shall, pursuant to the Master Murabaha Agreement, confirm to the Purchaser, by delivering a form of confirmation of terms, that the Commodities have been purchased and confirm the terms that will apply to the Murabaha Transaction.

The Purchaser will then offer to purchase such Commodities from the Seller on deferred payment terms by delivering a notice of offer to purchase to the Seller, pursuant to which the Purchaser will irrevocably undertake to purchase the relevant Commodities from the Seller on the terms set out in the confirmation of terms. A Murabaha Transaction will be created between the Seller and the Purchaser upon the Seller signing the relevant notice of acceptance of offer, with ownership of, and all risks in and to, the relevant Commodities together with all rights and obligations relating thereto passing to the Purchaser. The Purchaser may keep or on-sell any Commodities which are the subject of a Murabaha Transaction to a third party (other than the original supplier).

The Purchaser will agree in the Master Murabaha Agreement that all payments by it under the Master Murabaha Agreement (including payments under each Murabaha Transaction) will be made without any deductions or withholding for or on account of any tax unless required by law and without set-off or counterclaim and, in the event that there is any deduction, withholding, set off or counterclaim, the Purchaser shall pay all additional amounts as will result in the receipt by the Seller of such net amounts as would have been received by it if no withholding, deduction, set-off or counterclaim had been made.

Upon the creation of a Murabaha Transaction, the Purchaser will be irrevocably and unconditionally obliged to pay to the Seller the relevant Deferred Sale Price in respect of the relevant Commodities on each Deferred Sale Price Payment Date.

The Master Murabaha Agreement, and all non-contractual obligations arising out of or in connection with it, shall be governed by, and construed in accordance with, English law.

### **Primary Mudaraba Agreement**

The Primary Mudaraba Agreement was entered into on 4 April 2017 by the Trustee (in its capacity as the Primary Rab-ul-Maal) and the Onshore Investment Vehicle (in its capacity as the Primary Mudareb).

Pursuant to the terms of the Primary Mudaraba Agreement, the Primary Rab-ul-Maal will provide the Mudaraba Investment Amount to the Primary Mudareb to be applied as the capital of the Primary Mudaraba constituted in respect of the relevant Tranche of Trust Certificates and invested in a further mudaraba (the Infrastructure Mudaraba) to be managed by the Kingdom.

The Primary Mudareb shall perform its duties under the Primary Mudaraba Agreement in accordance with all applicable laws and regulations, with the degree of skill and care that it would exercise in respect of its own assets.

On a Dissolution Date, following the redemption of the Trust Certificates in full and after the date on which all amounts owing to the Certificateholders under that Series of Trust Certificates have been paid in full and only after liquidation of the Infrastructure Mudaraba(s) relating to the relevant Series of Trust Certificates pursuant to the terms of the Infrastructure Mudaraba Agreement, the Primary Mudareb shall liquidate the Primary Mudaraba(s) relating to such Series of Trust Certificates and the proceeds of such liquidation shall be applied, to the extent required (without double counting), towards payment of the amount then due and payable to the relevant Transaction Account in respect of such Series pursuant to Clause 4.3 (*Payment of Primary Rab-ul-Maal Profit*) of the Primary Mudaraba Agreement. The balance of any proceeds of liquidation of the relevant Primary Mudaraba(s) will be retained by the Primary Mudareb as an incentive fee for its own account.

The Primary Mudaraba Agreement and all non-contractual obligations arising out of or in connection with it, shall be governed by, and construed in accordance with, the laws of the Kingdom.

### **Infrastructure Mudaraba Agreement**

The Infrastructure Mudaraba Agreement was entered into on 4 April 2017 by the Onshore Investment Vehicle (in its capacity as the Infrastructure Rab-ul-Maal) and the Kingdom (in its capacity as the Infrastructure Mudareb).

Pursuant to the terms of the Infrastructure Mudaraba Agreement, the Infrastructure Rab-ul-Maal will provide the Infrastructure Investment Amount to the Infrastructure Mudareb to be applied as the capital of the Infrastructure Mudaraba constituted in respect of the relevant Tranche of Trust Certificates and the Infrastructure Mudareb shall invest the Infrastructure Investment Amount on behalf of the Infrastructure Rab-ul-Maal in various infrastructure projects being undertaken by the Kingdom.

In respect of each Infrastructure Mudaraba, the Mudareb will be provided with the authority by the Rab-ul-Maal to choose the infrastructure projects into which it will invest the Infrastructure Investment Amount and undertake a valuation (if required). The Infrastructure Mudareb will have the discretion, at any time, to substitute any part of the Investment Portfolio for interests in other infrastructure projects being undertaken by the Kingdom.

The Infrastructure Mudareb shall perform its duties under the Infrastructure Mudaraba Agreement in accordance with all applicable laws and regulations, with the degree of skill and care that it would exercise in respect of its own assets. Pursuant to the Infrastructure Mudaraba Agreement, the Infrastructure Mudareb will be required to provide certain information in respect of the Investment Portfolio to the Infrastructure Rab-ul-Maal, copied to the Trustee, on the Issue Date and on an annual basis thereafter, as further set out in the Infrastructure Mudaraba Agreement.

The Mudareb shall use reasonable efforts to ensure that the value of the Investment Portfolio in respect of each Tranche should not be less than 33 per cent. of the value of the Trust Assets. For the avoidance of doubt, a breach of this obligation does not constitute a Dissolution Event pursuant to Condition 14 (*Dissolution Events*).

The Infrastructure Mudareb shall have the right, but not the obligation, to purchase any part of, or all of, the Investment Portfolio. The purchase price (the “**Infrastructure Project Purchase Price**”) payable by the Infrastructure Mudareb for the relevant infrastructure projects included in the Investment Portfolio (or part thereof) shall be equal to the value of such infrastructure projects as determined on the most recent constructive liquidation of the Investment Portfolio, plus a profit amount equal to the Infrastructure Project Profit Percentage of such value. The Infrastructure Project Purchase Price shall be reinvested in infrastructure projects being undertaken by the Kingdom in accordance with the terms of the Infrastructure Mudaraba Agreement.

The Infrastructure Rab-ul-Maal shall acknowledge that under no circumstances shall it have any right to take possession of the Investment Portfolio or cause the sale or other disposition of any of the Investment Portfolio. The sole right of the Infrastructure Rab-ul-Maal against the Infrastructure Mudareb shall be to enforce the obligations of the Infrastructure Mudareb under the Infrastructure Mudaraba Agreement.

On a Dissolution Date, by not later than 10.00 a.m. (Local Time), the Infrastructure Mudareb shall liquidate the Investment Portfolio(s) relating to the relevant Series of Trust Certificates at their respective

liquidation value(s) based on book value (as determined by the Infrastructure Mudareb (acting reasonably)) and the proceeds of such liquidation shall be credited to the relevant Collection Account(s). Following the redemption of the Trust Certificates and after the date on which all amounts owing to the Certificateholders under that Series of Trust Certificates have been paid in full, the balance of the monies (if any) standing to the credit of the relevant Collection Accounts will be retained by the Infrastructure Mudareb as an incentive fee for its own account.

The Infrastructure Mudaraba Agreement and all non-contractual obligations arising out of or in connection with it, shall be governed by, and construed in accordance with, the laws of the Kingdom.

### **Declaration of Trust**

The Master Declaration of Trust was executed as a deed on 4 April 2017 by the Trustee, the Kingdom acting through the Ministry of Finance and the Delegate. A Supplemental Declaration of Trust between the same parties will be entered into on the Issue Date of each Tranche. The Master Declaration of Trust and the relevant Supplemental Declaration of Trust (together, the “**Declaration of Trust**”) shall together constitute the Trust declared by the Trustee in relation to such Series.

The Kingdom has undertaken as sole, original and independent obligations, in the Master Declaration of Trust, to the Trustee and the Delegate, that if, on any Periodic Distribution Date, the Scheduled Dissolution Date or any earlier Dissolution Date, and after payment of all amounts due and payable on such Periodic Distribution Date, Scheduled Dissolution Date or earlier Dissolution Date (as applicable) under the Master Murabaha Agreement, any Murabaha Transaction and the Primary Mudaraba Agreement (the “**Transaction Payments**”) have been received into the Transaction Account: (i) the monies standing to the credit of the Transaction Account (after payment in full of the relevant Transaction Payments) are insufficient to enable the Trustee (or the Principal Paying Agent on its behalf) to pay in full on such Periodic Distribution Date, Scheduled Dissolution Date or earlier Dissolution Date (as applicable) the amounts due and payable to the Certificateholders pursuant to Conditions 7.8(a)(iii) to 7.8(a)(v) inclusive (such shortfall, the “**Shortfall Amount**”); and (b) provided only that such Shortfall Amount arises as a result of a deduction being required to be made from the Transaction Account on such Periodic Distribution Date, Scheduled Dissolution Date or earlier Dissolution Date (as applicable) due to the Kingdom’s failure to otherwise pay the relevant amounts referred to in Conditions 7.8(a)(i) and 7.8(a)(ii), which the Kingdom has undertaken to pay under the Transaction Documents, then the Kingdom will: (i) forthwith pay to the Transaction Account an amount equal to the Shortfall Amount; and (ii) upon demand by the Delegate or the Trustee, indemnify the Trustee and the Delegate (on behalf of itself (where applicable) and the Certificateholders) against all properly incurred Liabilities to which it may be subject or which it may incur in respect of any non-payment of any amounts due under Conditions 7.8(a)(i) and 7.8(a)(ii).

The Kingdom has undertaken, in the Master Declaration of Trust, that if the Onshore Investment Vehicle becomes subject to any obligation to pay zakat to the General Authority for Zakat and Tax (“**GAZT**”), it will pay to the GAZT an amount equal to such zakat obligation in satisfaction of the Onshore Investment Vehicle’s obligation to make such a payment.

The Trust Assets in respect of each Series comprise all of the Trustee’s rights, title, interest and benefit, present and future, in, to and under: (i) the relevant Murabaha Assets and the Mudaraba Assets; (ii) the Transaction Documents (other than (i) in relation to any representations given to the Trustee and/or the Delegate by the Kingdom pursuant to the Transaction Documents and any rights which have been expressly waived by the Trustee in any of the Transaction Documents and (ii) the covenant given to the Trustee and/or the Delegate pursuant to Clause 17.1 of the Master Declaration of Trust); (iii) all moneys, from time to time, standing to the credit of the Transaction Account; and (iv) all proceeds of the foregoing (other than the ordinary share capital of the Trustee and any transaction or corporate benefit fee received by the Trustee).

Each Declaration of Trust will specify that, on or after the relevant Scheduled Dissolution Date or, as the case may be, Dissolution Date of a Series, the rights of recourse in respect of the relevant Trust Certificates shall be limited to the amounts from time to time available and comprising the Trust Assets of that Series, subject to the priority of payments set out in the Declaration of Trust, the relevant Trust Certificates and the Conditions. To the extent that the Trust Assets have been exhausted in accordance with the Transaction Documents, the Certificateholders will have no claim or recourse against the Trustee, the Onshore Investment Vehicle (to the extent that it fulfils all of its obligations under the Transaction Documents) or

the Kingdom (to the extent that it fulfils all of its obligations under the Transaction Documents) in respect of any amount which is or remains unsatisfied and any unsatisfied amounts will be extinguished.

Pursuant to the Declaration of Trust, the Trustee will, in relation to each Series, inter alia:

- (a) hold the relevant Trust Assets on trust absolutely for the relevant Certificateholders pro rata according to the principal amount of Trust Certificates held by each Certificateholder; and
- (b) act as trustee in respect of the relevant Trust Assets, distribute the income from the relevant Trust Assets and perform its duties in accordance with the provisions of the Declaration of Trust and the other Transaction Documents.

In the Master Declaration of Trust, the Trustee by way of security for the performance of all covenants, obligations and duties of the Trustee to the Certificateholders will irrevocably and unconditionally appoint the Delegate to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to exercise all the present and future duties, powers, authorities and discretions (including but not limited to the authority to request instructions from any Certificateholders and the power to make any determinations to be made under each Declaration of Trust) vested in the Trustee by each Declaration of Trust that the Delegate may consider to be necessary or desirable to perform the present and future duties, powers, authorities and discretions vested in the Trustee by the relevant provisions of each Declaration of Trust and any of the other Transaction Documents (provided that no obligations, duties, liabilities or covenants of the Trustee pursuant to the Master Declaration of Trust or any other Transaction Document will be imposed on the Delegate by virtue of such delegation).

The appointment of such delegate by the Trustee is intended to be in the interests of the Certificateholders and will not affect the Trustee's continuing role and obligations as trustee.

The Master Declaration of Trust specifies, inter alia, that in relation to each Series:

- (A) following the distribution of the proceeds of the Trust Assets in respect of the relevant Series to the Certificateholders in accordance with the Conditions and the relevant Declaration of Trust the obligations of the Trustee in respect of the Trust Certificates shall be satisfied and the right of the Certificateholders to receive any further sums shall be extinguished and the Trustee, the Kingdom (to the extent that it fulfils all of its obligations under the Transaction Documents), the Onshore Investment Vehicle (to the extent that it fulfils all of its obligations under the Transaction Documents), the Delegate, the Agents or their respective affiliates, directors and agents shall not be liable for any further sums and, accordingly, the relevant Certificateholders may not take any action against the Trustee, the Kingdom, Onshore Investment Vehicle, the Delegate, the Agents or their respective affiliates, directors and agents or any other person to recover any such sum or asset in respect of the relevant Trust Certificates or the relevant Trust Assets;
- (B) no Certificateholder shall be entitled to proceed directly against the Trustee, the Kingdom, and/or the Onshore Investment Vehicle, or provide instructions (not otherwise permitted by the Master Declaration of Trust) to proceed against the Trustee, the Kingdom, and/or the Onshore Investment Vehicle, under any Transaction Document unless (i) the Delegate having become bound so to proceed, fails to do so within 30 days of becoming so bound and such failure is continuing and (ii) the relevant Certificateholder (or such Certificateholder together with the other Certificateholders of the relevant Series who propose to proceed directly against the Trustee, the Kingdom, and/or the Onshore Investment Vehicle, as the case may be) holds at least 25 per cent. of the then aggregate principal amount of the Trust Certificates of the relevant Series. Under no circumstances shall the Delegate or any Certificateholders have any right to cause the sale or other disposition of any of the relevant Trust Assets (other than pursuant to the Transaction Documents), and the sole right of the Delegate and the Certificateholders against the Trustee, the Kingdom and/or the Onshore Investment Vehicle, shall be to enforce their respective obligations under the Trust Certificates and the Transaction Documents (to which each is a party);
- (C) the Delegate shall not be bound in any circumstances to take any action to enforce or realise the relevant Trust Assets or take any action against the Trustee, the Kingdom, and/or the Onshore Investment Vehicle, under any Transaction Document unless directed or requested to do so (a) by an Extraordinary Resolution or (b) in writing by the holders of at least 25 per cent. of the then aggregate principal amount of the Trust Certificates of the relevant Series outstanding and in either case then only if it is indemnified and/or secured and/or prefunded to its satisfaction against all liabilities to which it may thereby render itself liable or which it may incur by so doing provided that the Delegate

shall not be held liable for the consequences of exercising its discretion or taking any such action and may do so without having regard to the effect of such action on individual Certificateholders; and

- (D) after enforcing or realising the relevant Trust Assets of a Series and distributing the proceeds of the relevant Trust Assets in accordance with the terms of the relevant Declaration of Trust, the obligations of the Trustee and the Delegate in respect of the Series shall be satisfied and no Certificateholder may take any further steps against the Trustee, the Kingdom (to the extent that it fulfils all of its obligations under the Transaction Documents), the Onshore Investment Vehicle (to the extent that it fulfils all of its obligations under the Transaction Documents), or the Delegate to recover any further sums in respect of the relevant Series and the right to receive any such sums unpaid shall be extinguished. In particular, no holder of the Trust Certificates of the relevant Series shall be entitled in respect thereof to petition or to take any other steps for the winding-up of the Trustee.
- (E) the Trustee may from time to time, without the consent of the Certificateholders, create and issue further Trust Certificates ranking *pari passu* in all respects (or in all respects save for the date and amount of the first payment of the Periodic Distribution Amount with respect thereto), and so that the same shall be consolidated and form a single series, with the Trust Certificates of such Series, and that any further Trust Certificates which are to be created and issued so as to form a single series with the Trust Certificates of a particular Series shall be constituted by a Supplemental Declaration of Trust to the Master Declaration of Trust; and
- (F) on the date upon which any further Trust Certificates are created and issued pursuant to the provisions described in paragraph (E) above, the Trustee will execute a Declaration of Sharing of Assets for and on behalf of the holders of the existing Trust Certificates and the holders of such further trust certificates so created and issued, declaring that the relevant Trust Assets in respect of the relevant Series as in existence immediately prior to the creation and issue of the further Trust Certificates are commingled and shall collectively comprise part of the Trust Assets for the benefit of the holders of the existing Trust Certificates and the holders of such further Trust Certificates as tenants in common *pro rata* according to the principal amount of Trust Certificates held by each Certificateholder, in accordance with the Master Declaration of Trust.

The Master Declaration of Trust, together with each Supplemental Declaration of Trust, and all non-contractual obligations arising out of or in connection therewith, shall be governed by, and construed in accordance with, English law.

#### **Agency Agreement**

Pursuant to the Agency Agreement entered into on 4 April 2017 between the Trustee, the Kingdom acting through the Ministry of Finance, the Delegate, the Paying Agents, the Registrars and the Transfer Agents, provision will be made for, *inter alia*, payment of all sums due in respect of the Trust Certificates. The Agency Agreement, and all non-contractual obligations arising out of or in connection with it, shall be governed by, and construed in accordance with, English law.

## TAXATION

*The following is a general description of certain Saudi Arabian, Cayman Islands, United States and EU tax considerations relating to the Trust Certificates. It does not purport to be a complete analysis of all tax considerations relating to the Trust Certificates, nor does it address the considerations that are dependent on individual circumstances, whether in those countries or elsewhere. Prospective investors in the Trust Certificates should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Trust Certificates and receiving payment of amounts under the Trust Certificates and the consequences of such actions under the tax laws of those countries. This overview is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date. Prospective purchasers should note that neither the Trustee nor the Kingdom is obliged to update this section for any subsequent changes or modification to the applicable taxes.*

### **Kingdom of Saudi Arabia Taxation**

#### ***Income Tax***

According to Saudi Arabian tax law, a resident company with foreign ownership (on its foreign partner's (shareholder's) share) and a non-resident who does business in Saudi Arabia through a Permanent Establishment ("PE") (as defined below) are subject to corporate income tax in Saudi Arabia at a rate of 20 per cent. Companies which are wholly-owned by Saudi nationals are subject to zakat instead of corporate income tax. Companies owned jointly by Saudi/GCC and non-Saudi/non-GCC nationals pay corporate income tax on the portion of income attributable to the non-Saudi/non-GCC nationals and zakat on the portion of income attributable to Saudi/GCC nationals. Shares held directly by GCC nationals or via other GCC companies (where the shareholding structure does not fall outside of the GCC) in a Saudi company are subject to zakat and not income tax. In determining the tax/zakat profile, the Saudi Tax Authorities apply a "look-through" approach to determine whether the up-stream shareholding structure at any point exists outside of the GCC (as defined below).

#### ***Zakat***

The guidance on zakat in Saudi Arabia is based on the provisions of Royal Decrees, Executive Regulations, Ministerial Resolutions, Fatwas and the GAZT (formerly the Department of Zakat and Income Tax ("DZIT")) circulars that are in force. In Saudi Arabia, zakat is assessed on Saudi and GCC nationals and on Saudi companies wholly-owned by such individuals and on the portion of income of a company jointly owned by Saudi/GCC and non-Saudi/GCC nationals held by the Saudi/GCC nationals. There are certain rules that apply to the method of calculating the zakat liability. In general, zakat is levied at a fixed rate of 2.5 per cent. on the higher of the adjusted zakatable profits or the zakat base which, in general, comprises equity, loans and provisions reduced by deductible investments and fixed assets.

#### ***Withholding Tax***

The Saudi Arabian tax law provides for actual withholding tax ("WHT") at different rates on payments made to non-Resident parties (including those located in the GCC) by a Saudi Resident from a source of income in Saudi Arabia. WHT is imposed on payments against services and not sale of goods. Services are defined to mean anything done for consideration other than the purchase and sale of goods and other property. Interest or loan charges and profits paid to non-Residents generally attract 5 per cent. WHT in Saudi Arabia, unless such WHT is reduced or eliminated pursuant to the terms of an applicable double tax treaty.

#### ***Tax implications in connection with the underlying transactions***

##### ***Murabaha Arrangement***

As the Trustee is not a Saudi resident, the payment of Murabaha Profit by the Kingdom to the Trustee will be subject to 5 per cent. WHT.

The Kingdom will be responsible for withholding and settling the tax with the GAZT on payments of the Murabaha Profit. If there is any such deduction or withholding on account of any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed or levied by or on behalf of the Kingdom or any political subdivision or authority thereof or therein having the power to tax, the Murabaha Agreement provides that the Kingdom shall pay such additional amounts as will result in the receipt by the Trustee of such net amounts as would have been received by it if no such deduction or withholding had been required.

### *Mudaraba Arrangements*

The payment of Infrastructure Rab-ul-Maal Profit by the Kingdom (in its capacity as the Infrastructure Mudareb) to the Onshore Investment Vehicle (in its capacity as Infrastructure Rab-ul-Maal) under the Infrastructure Mudaraba Agreement will not be subject to WHT. The Onshore Investment Vehicle will be subject to zakat, levied at a fixed rate of 2.5 per cent. on the higher of the adjusted zakatable profits (which would include any Primary Mudareb Profit retained by the Mudareb) or its zakat base (which would include its share capital). However, the Kingdom has undertaken, in the Master Declaration of Trust, that if the Onshore Investment Vehicle becomes subject to any obligation to pay zakat to the GAZT, the Kingdom will pay to the GAZT an amount equal to such zakat obligation in satisfaction of the Onshore Investment Vehicle's obligation to make such a payment.

As the Trustee is not a Resident, any Primary Rab-ul-Maal Profit paid by the Onshore Investment Vehicle (in its capacity as Primary Mudareb) to the Trustee (in its capacity as Primary Rab-ul-Maal) will be subject to 5 per cent. WHT. The Onshore Investment Vehicle (in its capacity as Primary Mudareb) will be responsible for withholding and settling the tax with the GAZT on payments of Primary Rab-ul-Maal Profit.

### ***Certain tax and zakat implications for Certificateholders***

#### *GCC Certificateholders who are Resident in Saudi Arabia*

Certificateholders, who are GCC Persons (as defined below) and Resident (as defined below) in Saudi Arabia are not subject to any Saudi Arabian corporate income tax, whether by WHT or direct assessment in respect of any profit payment received or gain realised in respect of the Trust Certificates. However, such resident GCC persons who are Certificateholders will be subject to zakat in respect of any profit payments received under the Trust Certificates. Additionally, the GAZT does not allow an investment in the Trust Certificates to be deducted from the zakat base of such a Certificateholder, as stipulated under Ministerial Resolution No. 1005 dated 15 May 2007.

#### *Non-GCC Certificateholders who are Resident in Saudi Arabia*

Certificateholders who are non-GCC Persons but are Resident in Saudi Arabia will be subject to Saudi Arabian corporate income tax at the rate of 20 per cent. on any profit payments received or gain realised under the Trust Certificates but they will not be subject to any zakat.

#### *Certificateholders who are not Resident in Saudi Arabia*

Certificateholders, either natural persons or legal entities, who are not Resident in Saudi Arabia (whether such Certificateholders are Saudi Arabian nationals or non-Saudi Arabian nationals (including Certificateholders resident in the GCC)) and do not have a PE in Saudi Arabia for tax purposes will be subject to Saudi Arabian WHT. As the payment of profit on the Trust Certificates will be made through the Paying Agents (as defined in the Conditions) and the relevant clearing systems (as defined in the Conditions), some holders of Trust Certificates may not be able to prove to their local tax authorities that WHT has been applied to profit payments, and therefore may not be able to obtain the benefit of any applicable double tax treaty relief or credit for tax withheld.

Notwithstanding the above, pursuant to Condition 13 (*Taxation*) of the Trust Certificates, to the extent that any WHT is deducted, the Trustee will generally be obliged to pay such additional amounts as will result in receipt by the Certificateholders, after such withholding or deduction, of such amounts as would have been received by them had no such withholding or deduction been required.

Natural persons having the nationality of a GCC country other than Saudi Arabia who are not Resident but have a Permanent Establishment in Saudi Arabia and legal entities established under the laws of a GCC country other than Saudi Arabia with a PE in Saudi Arabia are subject to Saudi Arabian corporate income tax at the rate of 20 per cent. in respect of any profit payments received under the Trust Certificates but will not be subject to zakat.

A Certificateholder, whether such a Certificateholder is Resident in Saudi Arabia or not Resident in Saudi Arabia and whether such a Certificateholder has or does not have a PE in Saudi Arabia, will be subject to capital gains tax at the rate of 20 per cent. on any gain realised on the disposal or repurchase (including on transfer of Trust Certificates to heirs on death) of its holding of Trust Certificates if such Trust Certificates

were not traded on the Tadawul in accordance with the Capital Market Law of Saudi Arabia and its implementing regulations.

### *Indirect and Transfer Taxes*

There are currently no indirect or transfer taxes currently applicable in Saudi Arabia. It is currently anticipated that Value Added Tax (“VAT”) will be introduced in the Kingdom from 1 January 2018.

### *General*

For the purposes of this summary:

“GCC” means the Kingdom of Bahrain, the State of Kuwait, the Sultanate of Oman, the State of Qatar, the Kingdom of Saudi Arabia and the United Arab Emirates.

A “GCC Person” means (a) a natural persons having the nationality of any of the countries within the GCC and (b) any legal entity owned by GCC nationals and established under the laws of a country in the GCC. A GCC Person will include a company owned by both Saudi/GCC and non-Saudi/(non-GCC) nationals, to the extent it is ultimately owned by Saudi/GCC nationals.

Subject to the exceptions stipulated in the Income Tax Regulations, a “**Permanent Establishment**” of a non-Resident in Saudi Arabia represents a permanent place for the non-Resident’s activity where he conducts the activity either fully or partly, which also includes any activity conducted by the non-Resident through an agent. A non-Resident carrying out an activity in Saudi Arabia through a licensed branch is considered to have a Permanent Establishment in Saudi Arabia.

A “**Resident**” is defined as follows:

- A natural person is considered Resident in Saudi Arabia for a taxable year if he meets either of the two following conditions: (i) he has a permanent place of abode in Saudi Arabia and is physically present in Saudi Arabia for a total of not less than 30 days in the taxable year; or (ii) he is physically present in Saudi Arabia for a period of not less than 183 days in the taxable year; and
- A company is considered Resident in Saudi Arabia during a taxable year if it meets either of the following conditions: (i) it is formed in accordance with the Saudi Companies Law; or (ii) its place of central control and management is located in Saudi Arabia.

Certificateholders will not be deemed to be Resident, domiciled or carrying on business in Saudi Arabia solely by reason of holding any Trust Certificates.

### *Cayman Islands*

Under existing Cayman Islands laws payments on Trust Certificates to be issued under the Programme will not be subject to taxation in the Cayman Islands and no withholding will be required on the payments to any holder of Trust Certificates nor will gains derived from the disposal of Trust Certificates be subject to Cayman Islands income or corporation tax. The Cayman Islands currently have no income, corporation or capital gains tax and no estate duty, inheritance or gift tax.

The Trustee has applied for, and expects to obtain, an undertaking from the Governor in Cabinet of the Cayman Islands, pursuant to the Tax Concessions Law (as amended) of the Cayman Islands, that for a period of 20 years from the date of grant of that undertaking no law which is enacted in the Cayman Islands imposing any tax to be levied on profits, income, gains or appreciation shall apply to the Trustee or its operations and, in addition, that no tax to be levied on profits, income, gains or appreciations which is in the nature of estate duty or inheritance tax shall be payable on or in respect of the shares, debentures or other obligations (which includes the Trust Certificates) of the Trustee or by way of the withholding in whole or part of any relevant payment. However, an instrument transferring title to any Trust Certificates, if brought to or executed in the Cayman Islands, would be subject to Cayman Islands stamp duty.

No capital or stamp duties are levied in the Cayman Islands on the issue or redemption of Trust Certificates. An annual registration fee is payable by the Trustee to the Cayman Islands Registrar of Companies which is calculated by reference to the nominal amount of its authorised capital. At current rates, this annual registration fee is approximately U.S.\$854 (this may be increased from time to time by the Cayman Islands Government). The foregoing is based on current law and practice in the Cayman Islands and this is subject to change therein.



## United States Federal Income Taxation

The following summary discusses the principal U.S. federal income tax consequences of the acquisition, ownership and disposition of the Trust Certificates. Except as specifically noted below, this discussion applies only to Trust Certificates held as capital assets and U.S. Holders (as defined below).

The Trust intends to treat the Certificates under the rules applicable to debt instruments for U.S. tax purposes. Under such treatment, U.S. Holders will not be required to take account of income and expenses incurred at the level of the Trust. The following discussion assumes that such treatment would be respected. Prospective investors should note, however, that the classification of an instrument as debt is highly factual. No rulings have been or will be sought from the U.S. Internal Revenue Service (the “IRS”) with respect to the classification of the Trust Certificates in general or with respect to any particular Trust Certificates.

The IRS may therefore seek to characterise the Trust Certificates as interests in the Trust for U.S. federal income tax purposes. In that event, if the Trust is treated as a grantor trust, the Trustee and U.S. Holders would be subject to certain information reporting applicable to foreign trusts and U.S. investors would be required to take account of income and expenses incurred at the level of the Trust. U.S. Holders that fail to comply with the applicable information reporting requirements in a timely manner could be subject to significant penalties, including a penalty of up to 35 per cent. of the amount paid for a Trust Certificate and 35 per cent. of distributions received from the Trustee. Moreover, a U.S. Holder that fails to file the appropriate information return within 90 days after the date on which the IRS mails notice of such failure to the holder may be liable for a penalty (in addition to the penalty described in the preceding sentence) of U.S.\$10,000 for each 30-day period (or fraction thereof) during which such failure continues after the expiration of such 90-day period. A U.S. Holder could also be liable for penalties equal to 5 per cent. of the gross value of the portion of the trust owned by a U.S. Holder at the close of the year, if the Trust failed to file a U.S. annual information return and provide each U.S. Holder with a foreign grantor trust owner statement. Similar penalties would be applicable to the Trustee for failure to comply. The Trustee does not expect that it will provide information that would allow either itself or U.S. Holders to comply with foreign trust reporting obligations if they were determined to be applicable. If the Trust Certificates are treated as interests in a trust and the Trust is not treated as a grantor trust, it is possible that the U.S. Holders could be treated as holding interests in a passive foreign investment company (“PFIC”) which could have materially adverse tax consequences to U.S. Holders. Treatment of the Trust Certificates as interests in a trust may cause the timing, amount, and character of the U.S. Holder’s income to be different from those described below and may subject the U.S. Holder to certain transfer reporting requirements. If the Trust is treated as a “foreign financial institution” for purposes of the Foreign Account Tax Compliance Act (“FATCA”) and the Trust Certificates are not treated as debt instruments that are subject to grandfathering under FATCA, the payments under the Trust Certificate (including gross proceeds upon a sale or other disposition) may be subject to withholding under FATCA. The rules governing FATCA have not yet been fully developed in this regard, and the future application of FATCA to the Trust and the Trust Certificates is uncertain.

U.S. Holders should consult their own tax advisers as to the potential application of the foreign trust reporting rules, the possibility that the Trust Certificates will be classified as equity interests in a PFIC, and the consequences of owning an equity interest in a PFIC and the tax consequences generally with respect to an investment in the Trust Certificates

This discussion does not describe all of the tax consequences that may be relevant in light of a Certificateholder’s particular circumstances or to Certificateholders subject to special rules, such as:

- financial institutions;
- insurance companies;
- dealers in securities or foreign currencies;
- traders in securities or foreign currencies electing to mark their positions to market;
- regulated investment companies;
- real estate investment trusts;
- tax-exempt organisations;
- persons subject to the alternative minimum tax;

- persons holding Trust Certificates as part of a hedging transaction, “straddle”, conversion transaction or other integrated transaction;
- U.S. Holders whose functional currency is not the U.S. dollar; or
- entities classified as partnerships for U.S. federal income tax purposes.

This summary is based on Code, administrative pronouncements, judicial decisions and final, temporary and proposed U.S. Treasury Regulations, changes to any of which subsequent to the date of this Base Prospectus may affect the tax consequences described below. This summary does not address any U.S. federal tax consequences other than U.S. federal income tax consequences, such as the estate tax, gift tax or the medicare tax on net investment income. Moreover, this summary deals only with Trust Certificates with a term of 30 years or less. Persons considering the purchase of a particular Tranche of Trust Certificates should consult the relevant supplement to the Base Prospectus (if any) issued in connection with that Tranche of Trust Certificates for any discussion regarding U.S. federal income taxation and should consult their tax advisors with regard to the application of the U.S. federal income tax laws to their particular situations, as well as any tax consequences arising under the laws of any state, local or foreign taxing jurisdiction.

To the extent applicable, the tax treatment of certain Trust Certificates such as Trust Certificates that are not principal protected will be specified in the relevant supplement to the Base Prospectus issued in connection with those Trust Certificates.

As used herein, the term “**U.S. Holder**” means a beneficial owner of a Trust Certificate that is for U.S. federal income tax purposes:

- a citizen or individual resident of the United States;
- a corporation created or organised in or under the laws of the United States or of any political subdivision thereof;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust (i) if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust or (ii) if such trust has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

The term “**U.S. Holder**” also includes certain former citizens and residents of the United States.

If an entity that is classified as a partnership for U.S. federal income tax purposes holds Trust Certificates, the U.S. federal income tax treatment of a partner will generally depend on the status of the partner and upon the activities of the partnership. Partners of partnerships holding Trust Certificates should consult with their tax advisors regarding the U.S. federal tax consequences of an investment in the Trust Certificates.

### **Payments of Periodic Distribution Amounts**

Periodic Distribution Amounts paid on a Trust Certificate will be taxable to a U.S. Holder as ordinary interest income at the time it accrues or is received in accordance with the Certificateholder’s method of accounting for U.S. federal income tax purposes, to the extent that such Periodic Distribution Amount is “qualified stated interest” (as defined below).

“Qualified stated interest” is stated interest (or its equivalent) that is unconditionally payable, or constructively received under Section 451 of the Code, in cash or property (other than in debt instruments of the issuer) at least annually during the entire term of the Trust Certificate and equal to the outstanding principal balance of the Trust Certificate multiplied by a single fixed rate of interest. In addition, interest on a Floating Rate Trust Certificate that is unconditionally payable, or will be constructively received under Section 451 of the Code, in cash or property (other than debt instruments issued by the Trustee) at least annually will constitute “qualified stated interest” if the Trust Certificate is a “variable rate debt instrument” (“**VRDI**”) under the rules described below and the interest is payable at a single “qualified floating rate” or single “objective rate” (each as defined below). If the Trust Certificate is a VRDI but the interest is payable other than at a single qualified floating rate or at a single objective rate, special rules apply to determine the portion of such interest that constitutes “qualified stated interest.” See “*Original Issue Discount—Floating Rate Trust Certificates that are VRDIs*” below. Interest income earned by a

U.S. Holder with respect to a Trust Certificate will generally constitute foreign source income for U.S. federal income tax purposes, which may be relevant in calculating the Certificateholder's foreign tax credit limitation. The rules regarding foreign tax credits are complex and prospective investors should consult their tax advisors about the application of such rules to them in their particular circumstances. Special rules governing the treatment of interest paid with respect to short-term Trust Certificates, original issue discount Trust Certificates, contingent payment debt instruments and foreign currency Trust Certificates are described under "*Short-Term Trust Certificates*", "*Original Issue Discount*", "*Contingent Payment Debt Instruments*" and "*Foreign Currency Trust Certificates*".

*Definition of Variable Rate Debt Instrument.* A Trust Certificate is a VRDI if all of the four following conditions are met. First, the "issue price" of the Trust Certificate (as described below) must not exceed the total noncontingent principal payments by more than an amount equal to the lesser of (i) 0.015 multiplied by the product of the total noncontingent principal payments and the number of complete years to maturity from the issue date (or, in the case of a Trust Certificate that provides for payment of any amount other than qualified stated interest before maturity, its weighted average maturity) and (ii) 15 per cent. of the total noncontingent principal payments. Second, the Trust Certificate must generally provide for stated interest (or its equivalent) (compounded or paid at least annually) at (a) one or more qualified floating rates, (b) a single fixed rate and one or more qualified floating rates, (c) a single objective rate or (d) a single fixed rate and a single objective rate that is a "qualified inverse floating rate" (as defined below). Third, the Trust Certificate must provide that a qualified floating rate or objective rate in effect at any time during the term of the Trust Certificate is set at the value of the rate on any day that is no earlier than three months prior to the first day on which that value is in effect and no later than one year following that first day. Fourth, the Trust Certificate may not provide for any principal payments that are contingent except as provided in the first requirement set forth above.

Subject to certain exceptions, a variable rate of interest on a Trust Certificate is a "qualified floating rate" if variations in the value of the rate can reasonably be expected to measure contemporaneous fluctuations in the cost of newly borrowed funds in the currency in which the Trust Certificate is denominated. A variable rate will be considered a qualified floating rate if the variable rate equals (i) the product of an otherwise qualified floating rate and a fixed multiple (i.e., a spread multiplier) that is greater than 0.65, but not more than 1.35 or (ii) an otherwise qualified floating rate (or the product described in clause (i)) plus or minus a fixed rate (i.e., a spread). If the variable rate equals the product of an otherwise qualified floating rate and a single spread multiplier greater than 1.35 or less than or equal to 0.65, however, such rate will generally constitute an objective rate, described more fully below. A variable rate will not be considered a qualified floating rate if the variable rate is subject to a cap, floor, governor (i.e., a restriction on the amount of increase or decrease in the stated interest rate) or similar restriction that is reasonably expected as of the issue date to cause the yield on the Trust Certificate to be significantly more or less than the expected yield determined without the restriction (other than a cap, floor or governor that is fixed throughout the term of the Trust Certificate).

Subject to certain exceptions, an "objective rate" is a rate (other than a qualified floating rate) that is determined using a single fixed formula and that is based on objective financial or economic information that is neither within the Trustee's control (or the control of a related party) nor unique to the Trustee's circumstances (or the circumstances of a related party). Notwithstanding the first sentence of this paragraph, a rate on a Trust Certificate is not an objective rate if it is reasonably expected that the average value of the rate during the first half of the Trust Certificate's term will be either significantly less than or significantly greater than the average value of the rate during the final half of the Trust Certificate's term. An objective rate is a "qualified inverse floating rate" if (a) the rate is equal to a fixed rate minus a qualified floating rate and (b) the variations in the rate can reasonably be expected to reflect inversely contemporaneous variations in the cost of newly borrowed funds (disregarding any caps, floors, governors or similar restrictions that would not, as described above, cause a rate to fail to be a qualified floating rate).

Unless otherwise provided in the relevant supplement to the Base Prospectus (if any) issued in connection with a particular Tranche of Trust Certificates, it is expected, and this discussion assumes, that a Floating Rate Trust Certificate will qualify as a VRDI. If a Floating Rate Trust Certificate does not qualify as a VRDI, then the Floating Rate Trust Certificate will generally be treated as a contingent payment debt instrument, as discussed below under "*Contingent Payment Debt Instruments*".

## Original Issue Discount

Except in the case of a short-term Trust Certificate, a Trust Certificate that has an “issue price” that is less than its “stated redemption price at maturity” will be considered to have been issued at an original issue discount (“OID”) for U.S. federal income tax purposes (and will be referred to as an “original issue discount Trust Certificate”) unless the Trust Certificate satisfies a *de minimis* threshold (as described below). The “issue price” of a Trust Certificate generally will be the first price at which a substantial amount of the Trust Certificates are sold to the public (which does not include sales to bond houses, brokers or similar persons or organisations acting in the capacity of underwriters, placement agents or wholesalers). The “stated redemption price at maturity” of a Trust Certificate generally will equal the sum of all payments required to be made under the Trust Certificate other than payments of qualified stated interest.

If the difference between a Trust Certificate’s stated redemption price at maturity and its issue price is less than a *de minimis* amount, i.e., 1/4 of 1 per cent. of the stated redemption price at maturity multiplied by the number of complete years to maturity (or, in the case of a Trust Certificate that provides for payment of any amount other than qualified stated interest prior to maturity, the weighted average maturity of the Trust Certificate), the Trust Certificate will not be considered to have OID. U.S. Holders of Trust Certificates with a *de minimis* amount of OID will include this OID in income, as capital gain, on a pro rata basis as principal payments are made on the Trust Certificate.

A U.S. Holder of original issue discount Trust Certificates will be required to include any qualified stated interest payments in income in accordance with the Certificateholder’s method of accounting for U.S. federal income tax purposes.

A U.S. Holder may make an election to include in gross income all interest that accrues on any Trust Certificate (including qualified stated interest, OID, *de minimis* OID, market discount, *de minimis* market discount and unstated interest, as adjusted by any amortisable bond premium or acquisition premium) in accordance with a constant yield method based on the compounding of interest, and may revoke such election only with the permission of the IRS (a “**constant yield election**”).

We may have an unconditional option to redeem, or U.S. Holders may have an unconditional option to require us to redeem, a Trust Certificate prior to its stated maturity date. Under applicable regulations, if we have an unconditional option to redeem a Trust Certificate prior to its stated maturity date, this option will be presumed to be exercised if, by utilising any date on which the Trust Certificate may be redeemed as the maturity date and the amount payable on that date in accordance with the terms of the Trust Certificate as the stated redemption price at maturity, the yield on the Trust Certificate would be lower than its yield to maturity. If the U.S. Holders have an unconditional option to require us to redeem a Trust Certificate prior to its stated maturity date, this option will be presumed to be exercised if making the same assumptions as those set forth in the previous sentence, the yield on the Trust Certificate would be higher than its yield to maturity. If this option is not in fact exercised, the Trust Certificate would be treated, solely for purposes of calculating OID, as if it were redeemed, and a new Trust Certificate were issued, on the presumed exercise date for an amount equal to the Trust Certificate’s adjusted issue price on that date. The adjusted issue price of an original issue discount Trust Certificate is defined as the sum of the issue price of the Trust Certificate and the aggregate amount of previously accrued OID, less any prior payments other than payments of qualified stated interest.

**Fixed Rate Trust Certificates.** In the case of a Fixed Rate Trust Certificate that is an original issue discount Trust Certificate, U.S. Holders of such Trust Certificate will be required to include OID in income for U.S. federal tax purposes as it accrues in accordance with a constant yield method based on a compounding of interest, regardless of whether cash attributable to this income is received.

**Floating Rate Trust Certificates that are VRDIs.** In the case of a Floating Rate Trust Certificate that is a VRDI and that provides for interest at a single variable rate, the amount of qualified stated interest and the amount of OID, if any, includible in income during a taxable year are determined under the rules applicable to Fixed Rate Trust Certificates (described above) by assuming that the variable rate is a fixed rate equal to (i) in the case of a qualified floating rate or a qualified inverse floating rate, the value, as of the issue date, of the qualified floating rate or qualified inverse floating rate, or (ii) in the case of an objective rate (other than a qualified inverse floating rate), the rate that reflects the yield that is reasonably expected for the Trust Certificate. Qualified stated interest allocable to an accrual period is increased (or decreased) if the interest actually paid or accrued during an accrual period exceeds (or is less than) the interest assumed to be paid or accrued during the accrual period.

If a Trust Certificate that is a VRDI does not provide for interest at a single variable rate as described above, the amount of interest and OID accruals are determined by constructing an equivalent fixed rate debt instrument, as follows:

- *First*, in the case of an instrument that provides for stated interest at one or more qualified floating rates or at a qualified inverse floating rate and, in addition, at a fixed rate (other than a fixed rate that is treated as, together with a variable rate, a single qualified floating rate or objective rate), replace the fixed rate with a qualified floating rate (or qualified inverse floating rate) such that the fair market value of the instrument, so modified, as of the issue date would be approximately the same as the fair market value of the unmodified instrument.
- *Second*, determine the fixed rate substitute for each variable rate provided by the Trust Certificate. The fixed rate substitute for each qualified floating rate provided by the Trust Certificate is the value of that qualified floating rate on the issue date. If the Trust Certificate provides for two or more qualified floating rates with different intervals between interest adjustment dates (for example, the 30-day commercial paper rate and quarterly LIBOR), the fixed rate substitutes are based on intervals that are equal in length (for example, the 90-day commercial paper rate and quarterly LIBOR, or the 30-day commercial paper rate and monthly LIBOR). The fixed rate substitute for an objective rate that is a qualified inverse floating rate is the value of the qualified inverse floating rate on the issue date. The fixed rate substitute for an objective rate (other than a qualified inverse floating rate) is a fixed rate that reflects the yield that is reasonably expected for the Trust Certificate.
- *Third*, construct an equivalent fixed rate debt instrument that has terms that are identical to those provided under the Trust Certificate, except that the equivalent fixed rate debt instrument provides for the fixed rate substitutes determined in the second step, in lieu of the qualified floating rates or objective rate provided by the Trust Certificate.
- *Fourth*, determine the amount of qualified stated interest and OID for the equivalent fixed rate debt instrument under the rules (described above) for Fixed Rate Trust Certificates. These amounts are taken into account as if the US Holder held the equivalent fixed rate debt instrument. See “*Payments of Periodic Distribution Amounts*” and “*Original Issue Discount—Fixed Rate Trust Certificates*” above.
- *Fifth*, make appropriate adjustments for the actual values of the variable rates. In this step, qualified stated interest or, in certain circumstances, OID allocable to an accrual period is increased (or decreased) if the interest actually accrued or paid during the accrual period exceeds (or is less than) the interest assumed to be accrued or paid during the accrual period under the equivalent fixed rate debt instrument.

### **Market Discount**

If a U.S. Holder purchases a Trust Certificate (other than a short-term Trust Certificate) for an amount that is less than its stated redemption price at maturity or, in the case of an original issue discount Trust Certificate, its adjusted issue price, the amount of the difference will be treated as market discount for U.S. federal income tax purposes, unless this difference is less than a specified *de minimis* amount.

A U.S. Holder will be required to treat any principal payment (or, in the case of an original issue discount Trust Certificate, any payment that does not constitute qualified stated interest) on, or any gain on the sale, exchange, retirement or other disposition of a Trust Certificate, including disposition in certain non-recognition transactions, as ordinary income to the extent of the market discount accrued on the Trust Certificate at the time of the payment or disposition unless this market discount has been previously included in income by the U.S. Holder pursuant to an election by the Certificateholder to include market discount in income as it accrues, or pursuant to a constant yield election (as described under “*Original Issue Discount*”) by the Certificateholder. In addition, the U.S. Holder may be required to defer, until the maturity of the Trust Certificate or its earlier disposition (including certain non-taxable transactions), the deduction of all or a portion of the interest expense on any indebtedness incurred or maintained to purchase or carry such Trust Certificate.

If a U.S. Holder makes a constant yield election for a Trust Certificate with market discount, such election will result in a deemed election for all market discount bonds acquired by the Certificateholder on or after the first day of the first taxable year to which such election applies. This election may only be revoked with the consent of the IRS.

## Acquisition Premium and Amortisable Bond Premium

A U.S. Holder who purchases a Trust Certificate for an amount that is greater than the Trust Certificate's adjusted issue price, but less than or equal to the sum of all amounts payable on the Trust Certificate after the purchase date other than payments of qualified stated interest will be considered to have purchased the Trust Certificate at an acquisition premium. Under the acquisition premium rules, the amount of OID that the U.S. Holder must include in its gross income with respect to the Trust Certificate for any taxable year will be reduced by the portion of acquisition premium properly allocable to that year.

If a U.S. Holder purchases a Trust Certificate for an amount in excess of the sum of the remaining amounts payable on the Trust Certificate (other than qualified stated interest), the Certificateholder will be considered to have purchased the Trust Certificate with amortisable bond premium equal in amount to such excess and will not be required to include any OID in gross income. The Certificateholder may elect to amortise this premium as an offset to qualified stated interest, using a constant yield method, over the remaining term of the Trust Certificate. Special rules may apply in the case of a Trust Certificate that is subject to optional redemption. A Certificateholder who elects to amortise bond premium must reduce its tax basis in the Trust Certificate by the amount of the premium amortised in any year. An election to amortise bond premium applies to all taxable debt obligations then owned and thereafter acquired by the Certificateholder and may be revoked only with the consent of the IRS.

If a U.S. Holder makes a constant yield election (as described under "*Original Issue Discount*") for a Trust Certificate with amortisable bond premium, such election will result in a deemed election to amortise bond premium for all of the Certificateholder's debt instruments with amortisable bond premium.

## Sale, Exchange, Retirement or the Taxable Disposition of the Trust Certificates

Upon the sale, exchange, retirement or other taxable disposition of a Trust Certificate, a U.S. Holder will generally recognise taxable gain or loss equal to the difference between the amount realised on the sale, exchange, retirement or other taxable disposition and the Certificateholder's adjusted tax basis in the Trust Certificate. A U.S. Holder's adjusted tax basis in a Trust Certificate generally will equal the acquisition cost of the Trust Certificate increased by the amount of OID and market discount included in the Holder's gross income and decreased by any payment received from the Trustee other than a payment of qualified stated interest and any amortisable bond premium taken into account. Gain or loss, if any, will generally be U.S. source income for purposes of computing a U.S. Holder's foreign tax credit limitation and, as a result, the use of foreign tax credits relating to any non-US income tax imposed upon gains in respect of the Trust Certificates may be limited. For these purposes, the amount realised does not include any amount attributable to accrued interest on the Trust Certificate. Amounts attributable to accrued interest (including OID) are treated as interest as described under "*Payments of Periodic Distribution Amounts*" and "*Original Issue Discount*".

Except as described below, gain or loss realised on the sale, exchange, retirement or other taxable disposition of a Trust Certificate will generally be capital gain or loss and will be long-term capital gain or loss if at the time of sale, exchange, retirement or other taxable disposition the U.S. Holder has held the Trust Certificate for more than one year. Exceptions to this general rule apply to the extent of any accrued market discount or, in the case of a short-term Trust Certificate, to the extent of any accrued discount not previously included in the Certificateholder's taxable income. See "*Original Issue Discount*" and "*Market Discount*". In addition, other exceptions to this general rule apply in the case of short-term Trust Certificates, foreign currency Trust Certificates, and contingent payment debt instruments. See "*Short-Term Trust Certificates*", "*Foreign Currency Trust Certificates*" and "*Contingent Payment Debt Instruments*". The deductibility of capital losses is subject to limitations.

## Short-Term Trust Certificates

A Trust Certificate that matures one year or less from its date of issuance (a "**short-term Trust Certificate**") will be treated as being issued at a discount and none of the interest paid on the Trust Certificate will be treated as qualified stated interest. In general, a cash method U.S. Holder of a short-term Trust Certificate is not required to accrue the discount for U.S. federal income tax purposes unless it elects to do so, with the consequence that the reporting of such income is deferred until it is received. Certificateholders who so elect and certain other Certificateholders, including those who report income on the accrual method of accounting for U.S. federal income tax purposes, are required to include the discount in income as it accrues on a straight-line basis, unless another election is made to accrue the discount according to a constant yield method based on daily compounding. In the case of a U.S. Holder

who is not required and who does not elect to include the discount in income currently, any gain realised on the sale, exchange, or retirement of the short-term Trust Certificate will be ordinary income to the extent of the discount accrued on a straight-line basis (or, if elected, according to a constant yield method based on daily compounding) through the date of sale, exchange or retirement. In addition, those U.S. Holders will be required to defer deductions for any interest paid on indebtedness incurred to purchase or carry short-term Trust Certificates in an amount not exceeding the accrued discount (which includes interest that is payable but that has not been included in gross income) interest income with respect to such short-term Trust Certificate until the accrued discount is included in income. A U.S. Holder's tax basis in a short-term Trust Certificate is increased by the amount included in such holder's income on such a Trust Certificate.

### **Contingent Payment Debt Instruments**

If the terms of the Trust Certificates provide for certain contingencies that affect the timing and amount of payments (including certain Floating Rate Trust Certificates that do not qualify as VRDIs) they will be "contingent payment debt instruments" for U.S. federal income tax purposes. Under the rules that govern the treatment of contingent payment debt instruments, no payment on such Trust Certificates qualifies as qualified stated interest. Rather, a U.S. Holder must accrue interest for U.S. federal income tax purposes based on a "comparable yield" and account for differences between actual payments on the Trust Certificate and the Trust Certificate's "projected payment schedule" as described below. The comparable yield is determined by us at the time of issuance of the Trust Certificates and, in general, equals the annual yield an issuer would pay, as of the issue date, on a fixed-rate, nonconvertible debt instrument with no contingent payments, but with terms and conditions otherwise comparable to the contingent payment debt instrument. The comparable yield may be greater than or less than the stated interest, if any, with respect to the Trust Certificates. Solely for the purpose of determining the amount of interest income that a U.S. Holder will be required to accrue on a contingent payment debt instrument, we will be required to construct a "projected payment schedule" that represents a series of payments the amount and timing of which would produce a yield to maturity on the contingent payment debt instrument equal to the comparable yield.

**Neither the comparable yield nor the projected payment schedule would constitute a representation regarding the actual amount, if any, that the contingent payment debt instrument will pay.**

For U.S. federal income tax purposes, a U.S. Holder will be required to use the comparable yield and the projected payment schedule established by us in determining interest accruals and adjustments in respect of an contingent payment debt instrument, unless the Certificateholder timely discloses and justifies the use of a different comparable yield and projected payment schedule to the IRS.

A U.S. Holder, regardless of its method of accounting for U.S. federal income tax purposes, will be required to accrue interest income on a contingent payment debt instrument at the comparable yield, adjusted upward or downward to reflect the difference, if any, between the actual and the projected amount of any contingent payments on the contingent payment debt instrument (as set forth below). As such, a U.S. Holder may be required to include interest in income each year in excess of any stated interest payments actually received in that year, if any.

A U.S. Holder will be required to recognise interest income equal to the amount of any net positive adjustment, i.e., the excess of actual payments over projected payments, in respect of a contingent payment debt instrument for a taxable year. A net negative adjustment, i.e., the excess of projected payments over actual payments, in respect of a contingent payment debt instrument for a taxable year:

- will first reduce the amount of interest in respect of the contingent payment debt instrument that a Certificateholder would otherwise be required to include in income in the taxable year;
- to the extent of any excess, will give rise to an ordinary loss equal to the extent of the U.S. Holder's interest income on the contingent debt obligation during prior taxable years, reduced to the extent such interest was offset by prior net negative adjustments; and
- to the extent of any excess after the application of the previous two bullet points, will be carried forward as a negative adjustment to offset future interest income with respect to the contingent debt obligation or to reduce the amount realised on a sale, exchange or retirement of the contingent debt obligation.

A net negative adjustment is not subject to the 2.0 per cent. floor limitation imposed on miscellaneous deductions. Where a U.S. Holder purchases a contingent payment debt instrument for a price other than its adjusted issue price, the difference between the purchase price and the adjusted issue price must be reasonably allocated to the daily portions of interest or projected payments with respect to the contingent payment debt instrument over its remaining term and treated as a positive or negative adjustment, as the case may be, with respect to each period to which it is allocated.

Upon a sale, exchange, retirement or other taxable disposition of a contingent payment debt instrument, a U.S. Holder generally will recognise taxable gain or loss equal to the difference between the amount realised on the sale, exchange or retirement and the Certificateholder's adjusted basis in the contingent payment debt instrument. A U.S. Holder's adjusted basis in a Trust Certificate that is a contingent payment debt instrument generally will be the acquisition cost of the Trust Certificate, increased by the interest previously accrued by the U.S. Holder on the Trust Certificate under these rules, disregarding any net positive and net negative adjustments, and decreased by the amount of any non-contingent payments and the projected amount of any contingent payments previously made on the Trust Certificate. A U.S. Holder generally will treat any gain as interest income, and any loss as ordinary loss to the extent of the excess of previous interest inclusions in excess of the total net negative adjustments previously taken into account as ordinary losses, and the balance as capital loss. The deductibility of capital losses is subject to limitations. In addition, if a Certificateholder recognises loss above certain thresholds, the Certificateholder may be required to file a disclosure statement with the IRS (as described under "*Other Reporting Requirements*").

Special rules will apply if one or more contingent payments on a contingent debt obligation become fixed. For purposes of the preceding sentence, a payment (including an amount payable at maturity) will be treated as fixed if (and when) all remaining contingencies with respect to it are remote or incidental within the meaning of the contingent debt regulations. A U.S. Holder's tax basis in the contingent debt obligation and the character of any gain or loss on the sale of the contingent debt obligation would also be affected. U.S. Holders are urged to consult their tax advisers concerning the application of these special rules.

### **Foreign Currency Trust Certificates**

The following discussion summarises the principal U.S. federal income tax consequences to a U.S. Holder of the ownership and disposition of Trust Certificates that are denominated in a specified currency other than the U.S. dollar or the payments of interest or principal on which are payable in a currency other than the U.S. dollar ("**foreign currency Trust Certificates**"). However, the U.S. federal income tax consequences to a U.S. Holder of the ownership and disposition of currency-linked Trust Certificates and non-functional currency contingent payment debt instruments are not discussed herein and, if applicable, will be discussed in a supplement to the Base Prospectus issued in connection with the issuance of such Trust Certificates and instruments.

The rules applicable to foreign currency Trust Certificates could require some or all gain or loss on the sale, exchange or other disposition of a foreign currency Trust Certificate to be recharacterised as ordinary income or loss. The rules applicable to foreign currency Trust Certificates are complex and may depend on the Certificateholder's particular U.S. federal income tax situation. For example, various elections are available under these rules, and whether a Certificateholder should make any of these elections may depend on the Certificateholder's particular U.S. federal income tax situation. U.S. Holders are urged to consult their tax advisors regarding the U.S. federal income tax consequences of the ownership and disposition of foreign currency Trust Certificates.

A U.S. Holder who uses the cash method of accounting and who receives a payment of qualified stated interest in a foreign currency with respect to a foreign currency Trust Certificate will be required to include in income the U.S. dollar value of the foreign currency payment (determined on the date the payment is received) regardless of whether the payment is in fact converted to U.S. dollars at the time, and this U.S. dollar value will be the U.S. Holder's tax basis in the foreign currency.

An accrual method U.S. Holder will be required to include in income the U.S. dollar value of the amount of interest income (including OID or market discount, but reduced by acquisition premium and amortisable bond premium, to the extent applicable) that has accrued and is otherwise required to be taken into account with respect to a foreign currency Trust Certificate during an accrual period. The U.S. dollar value of the accrued income will be determined by translating the income at the average rate of exchange for the accrual period or, with respect to an accrual period that spans two taxable years, at the average rate for the partial period within the taxable year. The U.S. Holder will recognise ordinary income or loss with respect to accrued interest income on the date the income is actually received. The amount of



ordinary income or loss recognised will equal the difference between the U.S. dollar value of the foreign currency payment received (determined on the date the payment is received) in respect of the accrual period (or, where a Certificateholder receives U.S. dollars, the amount of the payment in respect of the accrual period) and the U.S. dollar value of interest income that has accrued during the accrual period (as determined above). Rules similar to these rules apply in the case of a cash method taxpayer required to currently accrue OID or market discount.

An accrual method U.S. Holder may elect to translate interest income (including OID) into U.S. dollars at the spot rate on the last day of the interest accrual period (or, in the case of a partial accrual period, the spot rate on the last day of the taxable year) or, if the date of receipt is within five business days of the last day of the interest accrual period, the spot rate on the date of receipt. A U.S. Holder that makes this election must apply it consistently to all debt instruments from year to year and cannot change the election without the consent of the IRS.

OID, market discount, acquisition premium and amortisable bond premium on a foreign currency Trust Certificate are to be determined in the relevant foreign currency. Where the taxpayer elects to include market discount in income currently, the amount of market discount will be determined for any accrual period in the relevant foreign currency and then translated into U.S. dollars on the basis of the average rate in effect during the accrual period. Exchange gain or loss realised with respect to such accrued market discount shall be determined in accordance with the rules relating to accrued interest described above.

If an election to amortise bond premium is made, amortisable bond premium taken into account on a current basis shall reduce interest income in units of the relevant foreign currency. In that event, amortisable bond premium will be computed in foreign currency. A U.S. Holder making the election to amortise bond premium may recognise exchange gain or loss each period equal to the difference between the U.S. dollar value of bond premium with respect to such period determined on the date the interest attributable to such period is received and the U.S. dollar value of such amortised bond premium determined on the date of the acquisition of the Trust Certificates. Any exchange gain or loss will be ordinary income or loss as described below. If the election is not made, any loss realised on the sale, exchange or retirement of a foreign currency Trust Certificate with amortisable bond premium by a U.S. Holder who has not elected to amortise the premium will be a capital loss to the extent of the bond premium (subject to the treatment of foreign currency gain or loss below).

A U.S. Holder's adjusted tax basis in a foreign currency Trust Certificate will generally equal the "U.S. dollar cost" (as defined herein) of the Trust Certificate to such holder increased by any previously accrued OID or market discount and decreased by any amortised premium and cash payments on the Trust Certificate other than qualified stated interest. The "U.S. dollar cost" of a Trust Certificate purchased with foreign currency will generally be the U.S. dollar value of the purchase price based on the spot rate of exchange on the date of purchase (or based on the spot rate of exchange on the settlement date of the purchase, in the case of Trust Certificates traded on an established securities market that are purchased by a cash basis U.S. Holder or an electing accrual basis U.S. Holder). If a U.S. Holder receives foreign currency on a sale, exchange, retirement, or other taxable disposition of a Trust Certificate, the amount realised generally will be based on the U.S. dollar value of such foreign currency translated at the spot rate on the date of disposition. In the case of a Trust Certificate that is considered to be traded on an established securities market, a cash basis U.S. Holder and, if it so elects, an accrual basis U.S. Holder, will determine the U.S. dollar value of such foreign currency by translating such amount at the spot rate on the settlement date of the disposition. The special election available to accrual basis U.S. Holders in regard to the purchase and disposition of Trust Certificates traded on an established securities market must be applied consistently to all debt instruments held by the U.S. Holder and cannot be changed without the consent of the IRS. If the Trust Certificates are not traded on an established securities market (or the relevant holder is an accrual basis U.S. Holder that does not make the special settlement date election), a U.S. Holder will recognise exchange gain or loss to the extent that there are exchange rate fluctuations between the disposition date and the settlement date.

Gain or loss realised upon the sale, exchange, retirement or other taxable disposition of a foreign currency Trust Certificate that is attributable to fluctuation in currency exchange rates will be ordinary income or loss which will not be treated as interest income or expense. Gain or loss attributable to fluctuations in exchange rates will equal the difference between (i) the U.S. dollar value of the foreign currency purchase price of the Trust Certificate, determined on the date the payment is received or the Trust Certificate is disposed of, and (ii) the U.S. dollar value of the foreign currency purchase price of the Trust Certificate, determined on the date the U.S. Holder acquired the Trust Certificate (adjusted, in each case, for any

amortised bond premium that has been taken into account prior to the date of the sale, exchange or retirement). Payments received attributable to accrued interest will be treated in accordance with the rules applicable to payments of interest on foreign currency Trust Certificates described above. The foreign currency gain or loss will be recognised only to the extent of the total gain or loss realised by the Certificateholder on the sale, exchange, retirement or other taxable disposition of the foreign currency Trust Certificate. The source of the foreign currency gain or loss will be determined by reference to the residence of the Certificateholder or the “qualified business unit” of the Certificateholder on whose books the Trust Certificate is properly reflected. Any gain or loss realised by these Certificateholders in excess of the foreign currency gain or loss will be capital gain or loss except that any gain will be treated as ordinary income to the extent of any accrued market discount or, in the case of short term Trust Certificate, to the extent of any discount not previously included in the Certificateholder’s income. Certificateholders should consult their tax advisors with respect to the tax consequences of receiving payments in a currency different from the currency in which payments with respect to such Trust Certificate accrue.

### **Backup Withholding and Information Reporting**

Information returns may be filed with the IRS in connection with payments on the Trust Certificates (including any accrued OID) and the proceeds from a sale or other disposition of the Trust Certificates. A U.S. Holder may be subject to U.S. backup withholding on these payments if it fails to provide its tax identification number to the paying agent and comply with certain certification procedures or otherwise establish an exemption from backup withholding. The amount of any backup withholding from a payment to a U.S. Holder will be allowed as a credit against the Certificateholder’s U.S. federal income tax liability and may entitle them to a refund, *provided* that the required information is timely furnished to the IRS.

### **Other Reporting Requirements**

A U.S. taxpayer that participates in a “reportable transaction” will be required to disclose its participation to the IRS by attaching Form 8886 to their tax returns and retaining a copy of all documents and records relating to the transaction. The scope and application of these rules is not entirely clear and whether an investment in a Trust Certificate constitutes a “reportable transaction” for any holder depends on the holder’s particular circumstances. For example, a U.S. Holder may be required to treat a foreign currency exchange loss from the Trust Certificates as a reportable transaction if the loss exceeds certain thresholds. In the event the acquisition, ownership or disposition of Trust Certificates constitutes participation in a “reportable transaction” for purposes of these rules, a U.S. Holder will be required to disclose its investment by filing Form 8886 with the IRS. Prospective purchasers should consult their tax advisors regarding the application of these rules to the acquisition, ownership or disposition of Trust Certificates and should be aware that we (or other participants in the transaction) may determine that the investor list maintenance requirement applies to the transaction and comply accordingly with this requirement.

Certain U.S. Holders who are individuals (which may include certain entities treated as individuals for these purposes) are required to report information relating to an interest in our Trust Certificates, subject to certain exceptions (including an exception for Trust Certificates held in accounts maintained by certain financial institutions). U.S. Holders should consult their tax advisors regarding the effect, if any, of this legislation on their ownership and disposition of the Trust Certificates.

**The U.S. federal income tax discussion set forth above is included for general information only and may not be applicable depending upon a Certificateholder’s particular situation. Certificateholders should consult their tax advisors with respect to the tax consequences to them of the ownership and disposition of the Trust Certificates, including the tax consequences under state, local, foreign and other tax laws and the possible effects of changes in U.S. federal or other tax laws.**

### **The Proposed Financial Transaction Tax**

On 14 February 2013, the European Commission published a proposal (the “**Commission’s Proposal**”) for a Directive for a common financial transactions tax (“**FTT**”) in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the “**participating Member States**”). However, Estonia has since stated that it will not participate.

The Commission’s Proposal has very broad scope and could, if introduced, apply to certain dealings in Trust Certificates (including secondary market transactions) in certain circumstances. The issuance and subscription of Trust Certificates may, however, be exempt.

Under the Commission's Proposal, the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Trust Certificates where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, 'established' in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the Commission's Proposal remains subject to negotiation between the participating Member States. Additional EU Member States may decide to participate. It may therefore be altered prior to any implementation, the timing of which remains unclear. Prospective Certificateholders are advised to seek their own professional advice in relation to the FTT.

## ERISA CONSIDERATIONS

The U.S. Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), and Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), impose certain restrictions on (i) employee benefit plans (as defined in Section 3(3) of ERISA), (ii) plans (as defined in Section 4975(e)(1) of the Code) that are subject to Section 4975 of the Code, including individual retirement accounts and Keogh plans, (iii) any entity whose underlying assets could be deemed to include “**plan assets**” pursuant to the U.S. Department of Labor “plan assets” regulation, 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA (the “**Plan Assets Regulation**”) by reason of a plan’s investment in such entity (each of the foregoing, a “**Plan**”) and (iv) persons who have certain specified relationships to a Plan or its assets (“**parties in interest**” under Section 3(14) of ERISA and “**disqualified persons**” under the Section 4975 of the Code; collectively, “**Parties in Interest**”). ERISA also imposes certain duties on persons who are fiduciaries of Plans subject to ERISA, and ERISA and Section 4975 of the Code prohibit certain transactions between a Plan and its Parties in Interest. Violations of these rules may result in the imposition of excise taxes and other penalties and liabilities under ERISA and the Code.

ERISA and Section 4975 of the Code prohibit a broad range of transactions involving “plan assets” and Parties in Interest, unless a statutory or administrative exemption is available. Parties in Interest that participate in a prohibited transaction may be subject to penalties imposed under ERISA and/or excise taxes imposed pursuant to Section 4975 of the Code, unless a statutory or administrative exemption is available. These prohibited transactions generally are set forth in Section 406 of ERISA and Section 4975 of the Code. Certain employee benefit plans, including governmental plans (as defined in Section 3(32) of ERISA), certain church plans (as defined in Section 3(33) of ERISA), and non-U.S. plans (as described in Section 4(b)(4) of ERISA) are not subject to the prohibited transaction rules of ERISA or the Code but may be subject to similar rules under other applicable laws or documents.

Under the Plan Asset Regulation, if a Plan invests in an “*equity interest*” of an entity that is neither a “*publicly offered security*” nor a security issued by an investment company registered under the Investment Company Act, the Plan’s assets include both the equity interest and an undivided economic interest in each of the entity’s underlying assets, unless it is established that the entity is an “*operating company*” or that equity participation in the entity by “*benefit plan investors*” is not “*significant*”. The Plan Assets Regulation generally defines equity participation in an entity by “*benefit plan investors*” as “*significant*” if 25 per cent. or more of the value of any class of equity interest in the entity is held by “benefit plan investors”.

For the purposes of determining whether participation by “*benefit plan investors*” is “*significant*”, Trust Certificates held by an investor (other than a “*benefit plan investor*”) that has discretionary authority or control over the assets of the Trustee or provides investment advice for a fee with respect to such assets, and any affiliates of such an investor, are excluded from such calculation. If the assets of the Trustee were deemed to be plan assets of a Plan, the Trustee would be subject to certain fiduciary obligations under ERISA and certain transactions that the Trustee might enter into, or may have entered into, in the ordinary course of business might constitute or result in non-exempt prohibited transactions under ERISA or Section 4975 of the Code and might have to be rescinded.

Plans may not purchase or hold any interest in a Trust Certificate. Accordingly, each initial purchaser of the Trust Certificates (or any interest in a Trust Certificate) and each subsequent transferee will be deemed to have acknowledged, represented and agreed, by its purchase or holding of a Trust Certificate (or any interest in a Trust Certificate), that (A) it is not and for so long as it holds Trust Certificates will not be (i) a Plan or (ii) a governmental, church or non-U.S. plan unless, under this subsection (ii), its acquisition, holding and disposition of the Trust Certificates would not result in a non-exempt violation of any other applicable federal, state, local or non-U.S. laws or regulations that are substantially similar to the fiduciary and / or the prohibited transaction provisions of ERISA and / or Section 4975 of the Code (“**Similar Laws**”) and / or laws or regulations (“**Similar Law**”) or subject the Trustee or any transactions thereby to any such Similar Law and (B) it and any person causing it to acquire any of the Trust Certificates agrees to indemnify and hold harmless the Trustee, the Kingdom, the Delegates, the Arrangers, the Dealers and their respective affiliates from any cost, damage or loss incurred by them as a result of it being or being deemed to be a Plan.

### **ERISA Transfer Restrictions**

Each purchaser or transferee of the Trust Certificates (or any interest in a Trust Certificate) will be deemed to have acknowledged, represented and agreed that (a) it is not and is not acting on behalf of: (i) a Plan or (ii) a governmental, church or non-U.S. plan unless, under this subsection (ii), the acquisition, holding and disposition of the Trust Certificate would not result in a non-exempt violation of any Similar Law or subject the Trustee or any transactions thereby to any such Similar Law and (b) it will not sell or otherwise transfer any such Trust Certificates or interest to any person unless the same foregoing representations and warranties apply to that person.

## SUBSCRIPTION AND SALE

Trust Certificates may be offered from time to time by the Trustee to any one or more of the Arrangers and any additional dealer(s) appointed under the Programme from time to time by the Trustee and the Kingdom (the “**Dealers**”). The arrangements under which Trust Certificates may from time to time be offered by the Trustee to, and purchased by, the Dealers are set out in the Dealer Agreement dated 4 April 2017 (the “**Dealer Agreement**”) and made between the Trustee, the Kingdom, the Arrangers and the Dealers. The Trustee, the Kingdom and the Dealers will agree the form and terms and conditions of the relevant Trust Certificates, the price at which such Trust Certificates will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Trustee and the Kingdom in respect of such purchase. Each of the Trustee and the Kingdom has agreed to indemnify the Dealers against certain liabilities in connection with the offer and the sale of the Trust Certificates. The Dealer Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Trust Certificates.

Certain of the Dealers and their respective affiliates may, from time to time, engage in transactions with, and perform services for, the Kingdom in the ordinary course of their respective businesses. Certain of the Dealers or their respective affiliates are also lenders under the U.S.\$10 billion term loan facility entered into by the Kingdom in May 2016. The Trustee will use the proceeds from the Trust Certificates issued under the Programme to enter into Murabaha Transactions and, through the Onshore Investment Vehicle, an Infrastructure Mudaraba, with the Kingdom. The Kingdom may apply all or part of any monies received from the Trustee in repayment of all or part of any credit facilities that may have been, or may in the future be, extended to the Kingdom by the Dealers or their affiliates.

### **General**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has complied and will comply with all applicable laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Trust Certificates or possesses, distributes or publishes this Base Prospectus or any Final Terms or any related offering material, in all cases at its own expense. Other persons into whose hands this Base Prospectus or any Final Terms comes are required by the Trustee, the Kingdom and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Trust Certificates or possess, distribute or publish this Base Prospectus or any Final Terms or any related offering material, in all cases at their own expense.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out below) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph above.

Selling restrictions may be supplemented or modified with the agreement of the Trustee and the Kingdom. Any such supplement or modification may be set out in a supplement to this Base Prospectus.

No representation is made that any action has been or will be taken in any jurisdiction which would, or is intended to, permit a public offering of any Trust Certificates, or possession or distribution of this Base Prospectus or any other offering materials or Final Terms in any country or jurisdiction where action for that purpose is required.

### **United States**

The Trust Certificates have not been and will not be registered under the Securities Act, or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except in accordance with Regulation S or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Neither the Trust nor the Trustee has been or will be registered under the Investment Company Act, in reliance on the exemption provided by Section 3(c)(7).

Until 40 days after the commencement of the offering of any Tranche of Trust Certificates, an offer or sale of such Trust Certificates within the United States by any dealer (whether or not participating in the offering of such Tranche of Trust Certificates) may violate the registration requirements of the Securities

Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Dealers may directly or through their respective U.S. broker-dealer affiliates arrange for the resale of Trust Certificates to QIBs that are also QPs pursuant to Rule 144A and each such purchaser of Trust Certificates is hereby notified that the Dealers may be relying on the exemption from the registration requirements of the Securities Act provided by Rule 144A.

The Trust Certificates (and any interest in a Trust Certificate) may not be sold to or held by or on behalf of any: (i) employee benefit plan (as defined in Section 3(3) of ERISA; (ii) plan (as defined in Section 4975(e)(1) of the Code; (iii) any entity whose underlying assets could be deemed to include “*plan assets*” (within the meaning of 29 C.F.R. Section 2510.3-101 as modified by Section 3(42) of ERISA) by reason of a plan’s investment in such entities for purposes of ERISA; or (iv) any governmental plan (as defined in Section 3(32) of ERISA), church plan (as defined in Section 3(33) of ERISA), non U.S. plan (as described in Section 4(b)(4) of ERISA), or entity whose underlying assets are deemed to include the assets of any such plan, that is subject to Similar Law, unless, under this subsection (iv), its purchase and holding of the Trust Certificates would not result in a violation of any such Similar Law or subject the Trustee or any transactions thereby to any such Similar Law.

This Base Prospectus has been prepared by the Trustee for use in connection with the offer and sale of the Trust Certificates outside the United States and for the resale of the Trust Certificates in the United States. The Trustee and the Dealers reserve the right to reject any offer to purchase the Trust Certificates, in whole or in part, for any reason. This Base Prospectus does not constitute an offer to any person in the United States, other than any QIB who is also a QP to whom an offer has been made directly by one of the Dealers or its U.S. broker-dealer affiliate.

#### **Public Offer Selling Restriction under the Prospectus Directive**

In relation to each Member State of the European Economic Area (each, a “**Relevant Member State**”), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”) it has not made and will not make an offer of Trust Certificates which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Trust Certificates to the public in that Relevant Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Trustee and the Kingdom for any such offer; or
- (c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

*provided* that no such offer of Trust Certificates referred to above shall require the Trustee or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision:

- the expression “**an offer of Trust Certificates to the public**” in relation to any Trust Certificates in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Trust Certificates to be offered so as to enable an investor to decide to purchase or subscribe the Trust Certificates, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State; and
- the expression “**Prospectus Directive**” means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State.

## United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Trust Certificates which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Trust Certificates other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Trust Certificates would otherwise constitute a contravention of section 19 of the Financial Services and Markets Act 2000 (the “**FSMA**”) by the Trustee or the Kingdom;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Trust Certificates in circumstances in which section 21(1) of the FSMA does not apply to the Trustee or the Kingdom; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Trust Certificates in, from or otherwise involving the United Kingdom.

## Saudi Arabia

No action has been or will be taken in Saudi Arabia that would permit a public offering of the Trust Certificates. Any investor in Saudi Arabia or who is a Saudi person (a “**Saudi Investor**”) who acquires any Trust Certificates pursuant to an offering should note that the offer of Trust Certificates is a private placement under the “Offers of Securities Regulations” as issued by the Board of the Capital Market Authority resolution number 2-11-2004 dated 4 October 2004 and amended by the Board of the Capital Market Authority resolution number 3-151-2016 dated 21 December 2016 (the “**Offers of Securities Regulations**”), through a person authorised by the Capital Market Authority (“**CMA**”) to carry on the securities activity of arranging and following a notification to the CMA under the Offers of Securities Regulations.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that any offer of Trust Certificates to a Saudi Investor will be made in compliance with the Offers of Securities Regulations, as amended and/or supplemented from time to time.

Investors are informed that Article 18 of the Offers of Securities Regulations places restrictions on secondary market activity with respect to the Trust Certificates, including as follows:

- (a) a Saudi Investor (referred to as a “**transferor**”) who has acquired Trust Certificates pursuant to a private placement may not offer or sell Trust Certificates to any person (referred to as a “**transferee**”) unless the offer or sale is made through an authorised person where one of the following requirements is met:
  - (i) the price to be paid for the Trust Certificates in any one transaction is equal to or exceeds SAR 1 million or an equivalent amount;
  - (ii) the Trust Certificates are offered or sold to a sophisticated investor; or
  - (iii) the Trust Certificates are being offered or sold in such other circumstances as the CMA may prescribe for these purposes;
- (b) if the requirement of paragraph (a)(i) above cannot be fulfilled because the price of the Trust Certificates being offered or sold to the transferee has declined since the date of the original private placement, the transferor may offer or sell the Trust Certificates to the transferee if their purchase price during the period of the original private placement was equal to or exceeded SAR 1 million or an equivalent amount;
- (c) if the requirement in paragraph (b) above cannot be fulfilled, the transferor may offer or sell Trust Certificates if he/she sells his entire holding of Trust Certificates to one transferee;
- (d) the provisions of paragraphs (a), (b) and (c) above shall apply to all subsequent transferees of the Trust Certificates; and

- (e) the restrictions in paragraphs (a), (b) (c) and (d) above shall cease to apply upon approval of listing on the Saudi Arabian stock exchange (Tadawul) of securities of the same class as the securities that are subject to such restrictions.

#### **Qatar Financial Centre**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Base Prospectus: (i) has not been, and will not be, registered with or approved by the Qatar Financial Centre Regulatory Authority and may not be publicly distributed in the Qatar Financial Centre; (ii) is intended for the original recipient only and must not be provided to any other person and; (iii) is not for general circulation in the Qatar Financial Centre and may not be reproduced or used for any other purpose.

#### **Kingdom of Bahrain**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold, and will not offer or sell, any Trust Certificates except on a private placement basis to persons in the Kingdom of Bahrain who are “accredited investors”.

For this purpose, an accredited investor means:

- (a) an individual holding financial assets (either singly or jointly with a spouse) of U.S.\$1,000,000 or more;
- (b) a company, partnership, trust or other commercial undertaking which has financial assets available for investment of not less than U.S.\$1,000,000; or
- (c) a government, supranational organisation, central bank or other national monetary authority or a state organisation whose main activity is to invest in financial instruments (such as a state pension fund).

#### **United Arab Emirates (excluding the Dubai International Financial Centre)**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Trust Certificates to be issued under the Programme have not been and will not be offered, sold or publicly promoted or advertised by it in the United Arab Emirates other than in compliance with any laws applicable in the United Arab Emirates governing the issue, offering and sale of securities.

#### **Dubai International Financial Centre**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered and will not offer the Trust Certificates to be issued under the Programme to any person in the Dubai International Financial Centre unless such offer is:

- (a) an “Exempt Offer” in accordance with the Market Rules (MKT) Module of the Dubai Financial Services Authority (the “DFSA”) rulebook; and
- (b) made only to persons who meet the Professional Client criteria set out in Rule 2.3.3 of the DFSA Conduct of Business Module of the DFSA rulebook.

#### **Cayman Islands**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that no invitation or offer, whether directly or indirectly, to subscribe for the Trust Certificates has been or will be made to the public in the Cayman Islands.

#### **Japan**

The Trust Certificates have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the “FIEA”) and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold Trust Certificates and will not, directly or indirectly, offer or sell any Trust Certificates in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228



of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

### **Hong Kong**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Trust Certificates other than (a) to persons whose ordinary business is to buy or sell shares or debentures (whether as principal or agent); or (b) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the “**Securities and Futures Ordinance**”) and any rules made under the Securities and Futures Ordinance; or (c) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Trust Certificates, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Trust Certificates which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the Securities and Futures Ordinance and any rules made under the Securities and Futures Ordinance.

### **Singapore**

Each Dealer has acknowledged that this Base Prospectus has not been and will not be registered as a prospectus with the Monetary Authority of Singapore, and the Trust Certificates will be offered pursuant to exemptions under the Securities and Futures Act, Chapter 289 of Singapore (the “**SFA**”). Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Trust Certificates or caused such Trust Certificates to be made the subject of an invitation for subscription or purchase and will not offer or sell such Trust Certificates or cause such Trust Certificates to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of such Trust Certificates, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor pursuant to Section 274 of the SFA; (ii) to a relevant person under Section 275(1) of the SFA or to any person pursuant to Section 275(1A) of the SFA and in accordance with the conditions specified in Section 275 of the SFA; or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Trust Certificates are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (i) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (ii) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Trust Certificates pursuant to an offer made under Section 275 of the SFA except:

- (a) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (b) where no consideration is or will be given for the transfer;

- (c) where the transfer is by operation of law;
- (d) as specified in Section 276(7) of the SFA; or
- (e) as specified in Regulation 32 of the Securities and Futures (Offer of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

### **Malaysia**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (i) this Base Prospectus has not been registered as a prospectus with the Securities Commission of Malaysia under the Capital Markets and Services Act 2007 of Malaysia (the “CMSA”); and
- (ii) accordingly, the Trust Certificates have not been and will not be offered or sold, and no invitation to subscribe for or purchase the Trust Certificates has been or will be made, directly or indirectly, nor may any document or other material in connection therewith be distributed in Malaysia, other than to persons falling within any one of the categories of persons specified under Schedule 6 or Section 229(1)(b) and Schedule 7 or Section 230(1)(b) and Schedule 8 or Section 257(3), read together with Schedule 9 or Section 257(3) of the CMSA, subject to any law, order, regulation or official directive of the Central Bank of Malaysia, the Securities Commission of Malaysia and/or any other regulatory authority from time to time.

Residents of Malaysia may be required to obtain relevant regulatory approvals including approval from the Controller of Foreign Exchange to purchase the Trust Certificates. The onus is on the Malaysian residents concerned to obtain such regulatory approvals and none of the Managers is responsible for any invitation, offer, sale or purchase of the Trust Certificates as aforesaid without the necessary approvals being in place.

### **State of Kuwait**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that no Trust Certificates will be offered in the State of Kuwait unless all necessary approvals from the Kuwait Capital Markets Authority pursuant to Law No. 7 of 2010, and its executive bylaws (each as amended) together with the various resolutions, regulations, guidance principles and instructions issued pursuant thereto, or in connection therewith (regardless of nomenclature) or any other applicable law or regulation in Kuwait, have been given in respect of the offering, marketing, and sale, of the Trust Certificates. For the avoidance of doubt, no Trust Certificates shall be offered, marketed and/or sold in the State of Kuwait except on a private placement basis to Professional Clients (as defined in Module 1 of the executive bylaws of Law No. 7 of 2010 (each as amended)).

### **Switzerland**

This Base Prospectus is not intended to constitute an offer or solicitation to purchase or invest in the Trust Certificates. The Trust Certificates may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland and will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland. Neither this Base Prospectus nor any other offering or marketing material relating to the Trust Certificates constitutes a prospectus as such term is understood pursuant to article 652a or article 1156 of the Swiss Code of Obligations or a listing prospectus within the meaning of the listing rules of the SIX Swiss Exchange or any other regulated trading facility in Switzerland and neither this Base Prospectus nor any other offering or marketing material relating to the Trust Certificates may be publicly distributed or otherwise made publicly available in Switzerland.

### **Indonesia**

Each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree, that the Trust Certificates will not be offered or sold directly or indirectly, in Indonesia or to any citizen of Indonesia (wherever they are domiciled) or to any resident of Indonesia in a manner that constitutes a public offering under the laws and regulations of Indonesia (including Law Number 8 of 1995 regarding Capital Markets) and that the Base Prospectus will not be distributed in Indonesia or passed on in a manner which constitutes a public offering in Indonesia under the laws and regulations of Indonesia (including Law Number 8 of 1995 regarding Capital Markets).

## **Brunei**

This Base Prospectus has not been registered, delivered to, licensed or permitted by the Autoriti Monetari Brunei Darussalam with the Authority designated under the Brunei Darussalam Securities Markets Order (the “SMO”) nor has it been registered with the Registrar of Companies, Registrar of International Business Companies. As such the Trust Certificates may not be offered or sold or made the subject of an invitation for subscription or purchase nor may the Base Prospectus or any other document or material in connection with the offer or sale or invitation for subscription or purchase of Trust Certificates be circulated or distributed, whether directly or indirectly, to any person in Brunei other than: (a) to an accredited investor under Section 20 of the SMO; (b) an expert investor under Section 20 of the SMO; or (c) an institutional investor under Section 20 of the SMO, and in accordance with the conditions specified in Section 117 of the SMO.

This Base Prospectus is for informational purposes only and does not constitute an invitation or offer to the public. It must not be distributed or redistributed to and may not be relied upon or used by any person in Brunei other than the person to whom it is directly communicated: (i) in accordance with the conditions of section 21(3) of the International Business Companies Order 2000; or (ii) whose business or part of whose business is in the buying and selling of shares within the meaning of section 308(4) of the Companies Act (Cap. 39).

Any offers, acceptances, subscription, sales and allotments of the Trust Certificates shall be made outside Brunei. Nothing in this Base Prospectus shall constitute legal, tax, accounting or investment advice. The recipient should independently evaluate any specific investment with consultation with professional advisors in law, tax, accounting and investments.

## TRANSFER RESTRICTIONS

The Trust Certificates are being sold in the United States only to QIBs within the meaning of and in reliance on Rule 144A that are also QPs within the meaning of Section 2(a)(51) of the Investment Company Act. Because of the following restrictions, purchasers of Trust Certificates sold in the United States in reliance on Rule 144A are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of such Trust Certificates.

### Regulation S Trust Certificates

Each purchaser of Unrestricted Trust Certificates outside the United States pursuant to Regulation S and each subsequent purchaser of such Trust Certificates in resales prior to the expiration of the distribution compliance period, by accepting delivery of this Base Prospectus and the Trust Certificates, will be deemed to have represented, agreed and acknowledged that:

- (a) it is, or at the time Trust Certificates are purchased will be, the beneficial owner of such Trust Certificates and it is not a U.S. person (within the meaning of Regulation S) and it is located outside the United States;
- (b) it understands that such Trust Certificates have not been and will not be registered under the Securities Act and the Trustee has not registered and does not intend to register as an investment company under the Investment Company Act and accordingly that, prior to the expiration of the distribution compliance period (as defined in Regulation S), it will not offer, sell, pledge or otherwise transfer such Trust Certificates except:
  - (i) to non-U.S. persons (within the meaning of Regulation S) in offshore transactions in accordance with Rule 903 or Rule 904 of Regulation S; or
  - (ii) to the Trustee; or
  - (iii) in the case of Unrestricted Trust Certificates only, in accordance with Rule 144A to a person that it and any person acting on its behalf reasonably believe is a QIB that is also a QP purchasing for its own account or the account of a QIB that is also a QP,in each case in accordance with any applicable securities laws of any State of the United States;
- (c) it understands that the Trustee, the Kingdom, the Delegate, the Agents, the Arrangers, the Dealers and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that, if any of the acknowledgements, representations or agreements deemed to have been made by it by its purchase of Trust Certificates is no longer accurate, it shall promptly notify the Trustee, the Kingdom and the Dealer(s);
- (d) (i) it is not and is not acting on behalf of: (a) a Plan, or (b) a governmental, church or non-U.S. plan or entity whose underlying assets are deemed to include the assets of any such plan, unless, under this subsection (b), the acquisition, holding and disposition of the Trust Certificate would not result in a violation of any Similar Law or subject the Trustee or any transaction thereby to any such Similar Law and (ii) it will not sell or otherwise transfer any Trust Certificate or interest to any person unless the same foregoing representations and warranties apply to that person; and
- (e) the purchaser understands that the Unrestricted Global Trust Certificate and any unrestricted Individual Trust Certificate (a “**Unrestricted Individual Trust Certificate**”) will bear a legend to the following effect, unless the Trustee determines otherwise in accordance with applicable law:

THE TRUST CERTIFICATES IN RESPECT OF WHICH THIS UNRESTRICTED GLOBAL TRUST CERTIFICATE IS ISSUED (THE “**TRUST CERTIFICATES**”) HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES, OR TO, OR FOR THE ACCOUNT OR BENEFIT OF U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) WITHIN THE UNITED STATES, EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT.

BY ACCEPTING THIS TRUST CERTIFICATE (OR ANY INTEREST IN THE TRUST CERTIFICATES REPRESENTED HEREBY) EACH BENEFICIAL OWNER HEREOF, AND EACH FIDUCIARY ACTING ON BEHALF OF THE BENEFICIAL OWNER (BOTH IN ITS INDIVIDUAL AND CORPORATE CAPACITY), WILL BE DEEMED TO REPRESENT, WARRANT AND AGREE THAT, DURING THE PERIOD IT HOLDS ANY INTEREST IN THIS TRUST CERTIFICATE (A) IT IS NOT, AND IT IS NOT ACTING ON BEHALF OF AN “EMPLOYEE BENEFIT PLAN” (AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”)), A “PLAN” AS DEFINED IN AND TO WHICH SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (“CODE”), APPLIES, OR ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE “PLAN ASSETS” (WITHIN THE MEANING OF 29 C.F.R. SECTION 2510.3-101 AS MODIFIED BY SECTION 3(42) OF ERISA) BY REASON OF SUCH AN EMPLOYEE BENEFIT PLAN’S OR PLAN’S INVESTMENT IN SUCH ENTITY (EACH, A “BENEFIT PLAN INVESTOR”), AND NO PART OF THE ASSETS TO BE USED BY IT TO PURCHASE OR HOLD SUCH CERTIFICATES OR ANY INTEREST HEREIN CONSTITUTES THE ASSETS OF ANY BENEFIT PLAN INVESTOR AND (B) IF IT IS, OR IS ACTING ON BEHALF OF A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN, OR ANY ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED TO INCLUDE THE ASSETS OF ANY SUCH PLAN, SUCH ACQUISITION, HOLDING AND DISPOSITION DOES NOT AND WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT VIOLATION OF ANY LAWS THAT ARE SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE AND WILL NOT SUBJECT THE TRUSTEE OR ANY TRANSACTIONS THEREBY TO ANY LAWS, RULES OR REGULATIONS APPLICABLE TO SUCH PLAN AS A RESULT OF THE INVESTMENT IN THE TRUSTEE BY SUCH PLAN. NO PURCHASE BY OR TRANSFER TO A BENEFIT PLAN INVESTOR OF THIS TRUST CERTIFICATE, OR ANY INTEREST HEREIN, WILL BE EFFECTIVE, AND NEITHER THE TRUSTEE, THE KINGDOM NOR THE DELEGATE WILL RECOGNISE ANY SUCH ACQUISITION OR TRANSFER.

On or prior to the fortieth day after the relevant issue date, Trust Certificates represented by an interest in an Unrestricted Global Trust Certificate may be transferred to a person who wishes to hold such Trust Certificates in the form of an interest in a Restricted Global Trust Certificate only upon receipt by the relevant Registrar of a written certification from the transferor to the effect that such transfer is being made to a person whom the transferor reasonably believes is a QIB that is also a QP, in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States. After such fortieth day, such certification requirements will no longer apply to such transfers, but such transfers will continue to be subject to the transfer restrictions contained in the legend appearing on the face of such Global Trust Certificate, as described above under “*Form of the Trust Certificates*”.

Trust Certificates represented by an interest in a Restricted Global Trust Certificate may also be transferred to a person who wishes to hold such Trust Certificates in the form of an interest in an Unrestricted Global Trust Certificate, but only upon receipt by the relevant Registrar of a written certification from the transferor to the effect that such transfer is being made in accordance with Regulation S or Rule 144 (if available) under the Securities Act.

Any interest in a Trust Certificate represented by an Unrestricted Global Trust Certificate that is transferred to a person who takes delivery in the form of an interest in a Trust Certificate represented by a Restricted Global Trust Certificate will, upon transfer, cease to be an interest in a Trust Certificate represented by an Unrestricted Global Trust Certificate and become an interest in a Trust Certificate represented by a Restricted Global Trust Certificate and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to Trust Certificates represented by a Restricted Global Trust Certificate.

#### **Rule 144A Trust Certificates**

Each prospective purchaser of Trust Certificates in reliance on Rule 144A (a “**144A Offeree**”), by accepting delivery of this Base Prospectus, will be deemed to have represented, agreed and acknowledged as follows:

- (i) such 144A Offeree acknowledges that this Base Prospectus is personal to such 144A Offeree and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire Trust Certificates. Distribution of this Base Prospectus, or disclosure of any of its contents to

any person other than such 144A Offeree and those persons, if any, retained to advise such 144A Offeree with respect thereto and other persons meeting the requirements of Rule 144A or Regulation S is unauthorised, and any disclosure of any of its contents, without the prior written consent of the Trustee and the Kingdom, is prohibited.

- (ii) such 144A Offeree agrees to make no photocopies of this Base Prospectus or any documents referred to herein.

Each purchaser of Restricted Trust Certificates in reliance on Rule 144A, by accepting delivery of this Base Prospectus, will be deemed to have represented, agreed and acknowledged as follows (terms used in the following paragraphs that are defined in Rule 144A have the respective meanings given to them in Rule 144A):

- (i) the purchaser is (a) a QIB that is also a QP, (b) acquiring the Trust Certificates for its own account or for the account of one or more QIBs each of which is also a QP, (c) not formed for the purpose of investing in the Trust Certificates or the Trustee and (d) is aware, and each beneficial owner of such Trust Certificates has been advised that the sale of the Trust Certificates to it is being made in reliance on Rule 144A;
- (ii) the purchaser understands that (1) the Trust Certificates have not been and will not be registered under the Securities Act and the Trustee has not registered and does not intend to register as an investment company under the Investment Company Act and accordingly the Trust Certificates may not be offered, sold, pledged or otherwise transferred except (a) within the United States, in accordance with Rule 144A to a person that it, and any person acting on its behalf, reasonably believes is a QIB that is also a QP purchasing for its own account or for the account of one or more QIBs, each of which is also a QP, (b) outside the United States, to non-U.S. persons (within the meaning of Regulation S) in offshore transactions in accordance with Rule 903 or Rule 904 of Regulation S under the Securities Act, (c) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available), (d) pursuant to an effective registration statement under the Securities Act or (e) to the Trustee or any of their respective affiliates, in each case in accordance with any applicable securities laws of any State of the United States; and (2) it will, and each subsequent holder of the Restricted Trust Certificates is required to, notify any purchaser of the Restricted Trust Certificates from it of the resale restrictions applicable to the Restricted Trust Certificates;
- (iii) the purchaser is (a) it is not and is not acting on behalf of: (i) a Plan, or (ii) a governmental, church or non-U.S. plan or entity whose underlying assets are deemed to include the assets of any such plan, unless, under this subsection (ii), the acquisition, holding and disposition of the Trust Certificate would not result in a violation of any Similar Law or subject the Trustee or any transaction thereby to any such Similar Law and (b) it will not sell or otherwise transfer any Trust Certificate or interest to any person unless the same foregoing representations and warranties apply to that person;
- (iv) the purchaser understands that the Restricted Global Trust Certificate and any restricted Individual Trust Certificate (a **“Restricted Individual Trust Certificate”**) will bear a legend to the following effect, unless the Trustee determines otherwise in accordance with applicable law:

THE TRUST CERTIFICATES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **“SECURITIES ACT”**) OR ANY SECURITIES LAW OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING THE TRUST CERTIFICATES REPRESENTED HEREBY, AGREES FOR THE BENEFIT OF THE TRUSTEE THAT THE TRUST CERTIFICATES REPRESENTED HEREBY MAY BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS AND ONLY (1) PURSUANT TO RULE 144A UNDER THE SECURITIES ACT TO A PERSON THAT THE HOLDER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A, THAT IS ALSO A QUALIFIED PURCHASER (AS DEFINED IN SECTION 2(a)(51) OF THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE **“INVESTMENT COMPANY ACT”**)), PURCHASING FOR ITS OWN ACCOUNT OR A PERSON PURCHASING FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER THAT IS ALSO A QUALIFIED PURCHASER WHOM THE HOLDER HAS INFORMED, IN EACH CASE, THAT THE REOFFER, RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (2) TO NON-U.S. PERSONS IN AN OFFSHORE TRANSACTION IN

ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT, (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE), OR (4) TO THE ISSUER OR ITS AFFILIATES, IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. NEITHER THE TRUST NOR THE TRUSTEE HAS BEEN, OR WILL BE, REGISTERED UNDER THE INVESTMENT COMPANY ACT.

BY ACCEPTING THIS TRUST CERTIFICATE (OR ANY INTEREST IN THE TRUST CERTIFICATES REPRESENTED HEREBY) EACH BENEFICIAL OWNER HEREOF, AND EACH FIDUCIARY ACTING ON BEHALF OF THE BENEFICIAL OWNER (BOTH IN ITS INDIVIDUAL AND CORPORATE CAPACITY), WILL BE DEEMED TO REPRESENT, WARRANT AND AGREE THAT, DURING THE PERIOD IT HOLDS ANY INTEREST IN THIS TRUST CERTIFICATE (A) IT IS NOT, AND IT IS NOT ACTING ON BEHALF OF AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA")), A "PLAN" AS DEFINED IN AND TO WHICH SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED ("CODE"), APPLIES, OR ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" (WITHIN THE MEANING OF 29 C.F.R. SECTION 2510.3-101 AS MODIFIED BY SECTION 3(42) OF ERISA) BY REASON OF SUCH AN EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN SUCH ENTITY (EACH, A "BENEFIT PLAN INVESTOR"), AND NO PART OF THE ASSETS TO BE USED BY IT TO PURCHASE OR HOLD SUCH CERTIFICATES OR ANY INTEREST HEREIN CONSTITUTES THE ASSETS OF ANY BENEFIT PLAN INVESTOR AND (B) IF IT IS, OR IS ACTING ON BEHALF OF A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN, OR ANY ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED TO INCLUDE THE ASSETS OF ANY SUCH PLAN, SUCH ACQUISITION, HOLDING AND DISPOSITION DOES NOT AND WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT VIOLATION OF ANY LAWS THAT ARE SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE AND WILL NOT SUBJECT THE TRUSTEE OR ANY TRANSACTIONS THEREBY TO ANY LAWS, RULES OR REGULATIONS APPLICABLE TO SUCH PLAN AS A RESULT OF THE INVESTMENT IN THE TRUSTEE BY SUCH PLAN. NO PURCHASE BY OR TRANSFER TO A BENEFIT PLAN INVESTOR OF THIS TRUST CERTIFICATE, OR ANY INTEREST HEREIN, WILL BE EFFECTIVE, AND NEITHER THE TRUSTEE, THE KINGDOM NOR THE DELEGATE WILL RECOGNISE ANY SUCH ACQUISITION OR TRANSFER.

- (v) if it is acquiring any Trust Certificates for the account of one or more QIBs, that are also QPs, the purchaser represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account;
- (vi) the Trustee is a "covered fund" as defined in the Volcker Rule. The definition of "covered fund" in the Volcker Rule includes (generally) any entity that would be an investment company under the Investment Company Act, but for the exemption provided under Section 3(c)(1) or 3(c)(7) thereunder. Because the Trustee relies on Section 3(c)(7) of the Investment Company Act for their exemption from registration thereunder (which limits sales of the Trust Certificates to "qualified purchasers" as such term is defined in the Investment Company Act), they are considered to be covered funds, hence banking entities that are subject to the Volcker Rule may be prohibited under the Volcker Rule from, among other things, acquiring or retaining an "ownership interest" in the Issuer as a covered fund, absent any applicable exclusion or exemption. Under the Volcker Rule, "ownership interest" is defined broadly to include any participation or other interest that entitles the holder of such interest to, amongst other things: (a) vote to remove management or otherwise (other than as a creditor exercising remedies upon an event of default), (b) share in the income, gains, profits or excess spread of the covered fund or (c) receive underlying assets of the covered fund; and
- (vi) the purchaser understands that the Trustee, the Kingdom, the Delegate, the Agents, the Dealers and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that, if any of the acknowledgements, representations or agreements deemed to have been made by it by its purchase of Trust Certificates is no longer accurate, it shall promptly notify the Trustee, the Kingdom and the Dealer(s).

Upon the transfer, exchange or replacement of a Restricted Global Trust Certificate or a Restricted Individual Trust Certificate, or upon specific request for removal of the legend, the Trustee will deliver only a Restricted Global Trust Certificate or one or more Restricted Individual Trust Certificates that bear such legend or will refuse to remove such legend, unless there is delivered to the Trustee and the relevant Registrar such satisfactory evidence (which may include a legal opinion) as may reasonably be required by the Trustee that neither the legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

Any interest in a Restricted Global Trust Certificate that is transferred to a person who takes delivery in the form of an interest in an Unrestricted Global Trust Certificate will, upon transfer, cease to be an interest in a Restricted Global Trust Certificate and become an interest in an Unrestricted Global Trust Certificate and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to an interest in an Unrestricted Global Trust Certificate. Prospective purchasers that are QIBs that are also QPs are hereby notified that sellers of the Restricted Trust Certificates may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.



## CLEARING AND SETTLEMENT

*The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of DTC, Euroclear and/or Clearstream (together, the “Clearing Systems”) currently in effect. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing Systems. Neither the Trustee, the Kingdom, the Delegate nor any other party to the Agency Agreement will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Trust Certificates held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.*

*The information in this section concerning the Clearing Systems has been obtained from sources that the Trustee and the Kingdom believe to be reliable, but neither the Trustee, the Kingdom, the Delegate, the Agents nor the Dealers take any responsibility for the accuracy thereof. Each of the Trustee and the Kingdom confirm that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by such sources, no facts have been omitted which would render the reproduced information inaccurate or misleading.*

### **DTC Book-Entry System**

Trust Certificates whether as part of the initial distribution of the Trust Certificates or in the secondary market, are eligible to be held in book-entry form in DTC.

DTC has advised the Trustee that it is a limited purpose trust company organised under the New York Banking Law, a “banking organisation” within the meaning of the New York Banking Law, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to Section 17A of the Exchange Act. DTC holds securities that its participants (“**Participants**”) deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerised book-entry changes in Participants’ accounts, thereby eliminating the need for physical movement of securities certificates. Direct participants (“**Direct Participants**”) include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc. and the National Association of Securities Dealers, Inc. Access to the DTC System is also available to others such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“**Indirect Participants**”).

Under the rules, regulations and procedures creating and affecting DTC and its operations (the “**DTC Rules**”), DTC makes book-entry transfers of Trust Certificates among Direct Participants on whose behalf it acts with respect to Trust Certificates accepted into DTC’s book-entry settlement system (“**DTC Trust Certificates**”) as described below, and receives and transmits distributions of principal and profit on DTC Trust Certificates. The DTC Rules are on file with the U.S. Securities and Exchange Commission. Direct Participants and Indirect Participants with which beneficial owners of DTC Trust Certificates (“**Owners**”) have accounts with respect to the DTC Trust Certificates similarly are required to make book-entry transfers and receive and transmit such payments on behalf of their respective Owners. Accordingly, although Owners who hold DTC Trust Certificates through Direct Participants or Indirect Participants will not possess Trust Certificates, the DTC Rules, by virtue of the requirements described above, provide a mechanism by which Direct Participants will receive payments and will be able to transfer their interest with respect to the DTC Trust Certificates.

Purchases of DTC Trust Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the DTC Trust Certificates on DTC’s records. The ownership interest of each actual purchaser of each DTC Trust Certificate (“**Beneficial Owner**”) is in turn to be recorded on the Direct and Indirect Participant’s records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the DTC Trust Certificates are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in DTC Trust Certificates, except in the event that use of the book-entry system for the DTC Trust Certificates is discontinued.

To facilitate subsequent transfers, all DTC Trust Certificates deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of DTC Trust Certificates with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the DTC Trust Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such DTC Trust Certificates are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Dissolution notices shall be sent to Cede & Co. If less than all of the DTC Trust Certificates within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to DTC Trust Certificates. Under its usual procedures, DTC mails an Omnibus Proxy to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the DTC Trust Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and profit payments on the DTC Trust Certificates will be made to DTC. DTC's practice is to credit Direct Participants' accounts on the due date for payment in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the due date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in registered in "street name", and will be the responsibility of such Participant and not of DTC or the Trustee, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and profit to DTC is the responsibility of the Trustee, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursements of such payments to the Beneficial Owners is the responsibility of Direct and Indirect Participants.

Under certain circumstances, DTC will exchange the DTC Trust Certificates for Individual Trust Certificates, which it will distribute to its Participants in accordance with their proportionate entitlements and which, if representing interests in a Restricted Global Trust Certificate, will be legended as set forth under "*Transfer Restrictions*".

#### **Book-entry Ownership of and Payments in respect of DTC Trust Certificates**

The Trustee may apply to DTC in order to have each Tranche of Trust Certificates represented by the Restricted Global Trust Certificate, and if applicable, the Unrestricted Global Trust Certificate, accepted in its book-entry settlement system. Upon the issue of any Global Trust Certificates, DTC or its custodian will credit, on its internal book-entry system, the respective principal amounts of the individual beneficial interests represented by such Global Trust Certificate to the accounts of persons who have accounts with DTC. Such accounts initially will be designated by or on behalf of the relevant Dealer.

Ownership of beneficial interests in a Global Trust Certificate will be limited to Direct Participants or Indirect Participants. Ownership of beneficial interests in a Global Trust Certificate will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to the interests of Direct Participants) and the records of Direct Participants (with respect to interests of Indirect Participants).

Payments in U.S. dollars of principal and profit in respect of a Global Trust Certificate registered in the name of DTC's nominee will be made to the order of such nominee as the registered holder of such Trust Certificate. In the case of any payment in a currency other than U.S. dollars, payment will be made to the relevant Paying Agent on behalf of DTC's nominee and the relevant Paying Agent will (in accordance with instructions received by it) remit all or a portion of such payment for credit directly to the beneficial holders of interests in the Global Trust Certificate in the currency in which such payment was made and/or cause all or a portion of such payment to be converted into U.S. dollars and credited to the applicable Participants' account.

The Trustee expects DTC to credit accounts of Direct Participants on the applicable payment date in accordance with their respective holdings as shown in the records of DTC unless DTC has reason to believe that it will not receive payment on such payment date. The Trustee also expects that payments by Participants to beneficial owners of Trust Certificates will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers, and will be the responsibility of such Participant and not the responsibility of DTC, the Paying Agents, the Registrars or the Trustee. Payments of principal, premium, if any, and interest, if any, on Trust Certificates to DTC are the responsibility of the Trustee.

### **Euroclear and Clearstream**

Euroclear and Clearstream each holds securities for its customers and facilitates the clearance and settlement of securities transactions by electronic book-entry transfer between their respective accountholders. Euroclear and Clearstream provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream also deal with domestic securities markets in several countries through established depository and custodial relationships. Euroclear and Clearstream have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream is available to other institutions that clear through or maintain a custodial relationship with an accountholder of either system. Investors may hold their interests in Global Trust Certificates directly through Euroclear or Clearstream if they are accountholders or indirectly through organisation which are accountholders therein.

### **Transfers of Trust Certificates Represented by Global Trust Certificates**

Transfers of any interests in Trust Certificates represented by a Global Trust Certificate will be effected in accordance with the customary rules and operating procedures of Euroclear, Clearstream and/or DTC, as the case may be. The laws of some states within the United States require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer Trust Certificates represented by a Global Trust Certificate to such persons may depend upon the ability to exchange such Trust Certificates for Individual Trust Certificates. Similarly, because DTC can only act on behalf of Direct Participants in the DTC system who in turn act on behalf of Indirect Participants, the ability of a person having an interest in Trust Certificates represented by a Global Trust Certificate held by DTC to pledge such Trust Certificates to persons or entities that do not participate in the DTC system or to otherwise take action in respect of such Trust Certificates may depend upon the ability to exchange such Trust Certificates for Trust Certificates in definitive form. The ability of any holder of Trust Certificates represented by a Global Trust Certificate held by DTC to resell, pledge or otherwise transfer such Trust Certificates may be impaired if the proposed transferee of such Trust Certificates is not eligible to hold such Trust Certificates through a direct or indirect participant in the DTC system.

Transfers at any time by a holder of a book-entry interest in a Restricted Global Trust Certificate to a transferee who takes delivery of such book-entry interest through an Unrestricted Global Trust Certificate for the same Series of Trust Certificates will only be made upon delivery to the relevant Registrar of a certificate setting forth compliance with the provisions of Regulation S. Prior to the expiration of the distribution compliance period (as defined in Regulation S), ownership of book-entry interests in an Unrestricted Global Trust Certificate will be limited to persons that have accounts with Euroclear, Clearstream and/or DTC, as the case may be, or persons who hold such book-entry interest through Euroclear, Clearstream and/or DTC, as the case may be, and any sale or transfer of such book-entry interest to a US person (within the meaning of Regulation S) shall not be permitted during such period unless such resale or transfer is made pursuant to Rule 144A. Transfers at any time by a holder of a book-entry interest in an Unrestricted Global Trust Certificate to a transferee who takes delivery of such book-entry interest through a Restricted Global Trust Certificate for the same Series of Trust Certificates will only be made upon receipt by the relevant Registrar or the relevant Transfer Agent of a written certificate from the transferor of such book-entry interest to the effect that such transfer is being made to a person whom such transferor, and any person acting on its behalf, reasonably believes is a QIB within the meaning of Rule 144A that is also a QP within the meaning of section 2(a)(51) of the Investment Company Act, in a transaction meeting the requirements of Rule 144A or otherwise in accordance with the transfer

restrictions described under “*Transfer Restrictions*” and in accordance with any applicable securities laws of any state of the United States.

Subject to compliance with the transfer restrictions applicable to the Trust Certificates described under “*Transfer Restrictions*”, cross-market transfers between DTC, on the one hand, and directly or indirectly through Euroclear or Clearstream accountholders, on the other, will be effected by the relevant clearing system in accordance with its rules and through action taken by the Registrars, and/or the Paying Agents, as the case may be, and any custodian with whom the relevant Global Trust Certificates have been deposited.

On or after the relevant issue date for any Series, transfers of Trust Certificates of such Series between accountholders in Euroclear or Clearstream and transfers of Trust Certificates of such Series between participants in DTC will generally have a settlement date three business days after the trade date (T+3). The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between accountholders in DTC and Euroclear or Clearstream participants will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, on the one hand, and Euroclear or Clearstream on the other, transfers of interests in the relevant Global Trust Certificates will be effected through the relevant Registrar and/or the relevant Transfer Agent, as the case may be, and the custodian receiving instructions (and, where appropriate, certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. In the case of cross-market transfers, settlement between Euroclear or Clearstream accountholders and DTC participants cannot be made on a delivery versus payment basis. The securities will be delivered on a free delivery basis and arrangements for payments must be made separately.

Euroclear, Clearstream and DTC have each published rules and operating procedures designed to facilitate transfers of beneficial interests in Global Trust Certificates among participants and accountholders of Euroclear, Clearstream and DTC. However, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or changed at any time. None of the Trustee, the Kingdom, the Delegate, the Agents or any Dealer(s) will be responsible for any performance by Euroclear, Clearstream and DTC or its respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the Trust Certificates represented by Global Trust Certificates or for maintaining, supervising or reviewing any records relating to such beneficial interests.

## GENERAL INFORMATION

### **Authorisation**

The establishment of the Programme and the issue of Trust Certificates thereunder have been duly authorised by a resolution of the Board of Directors of the Trustee dated 3 April 2017. The Trustee has obtained all necessary consents, approvals and authorisations in the Cayman Islands in connection with the issue of Trust Certificates under the Programme and the execution and performance of the Transaction Documents. The entry by the Kingdom into the Transaction Documents in relation to the establishment of the Programme was duly authorised by the Royal Decree No. M/29 dated 23/3/1438H (corresponding to 22 December 2016) and the Council of Ministers Resolution No. 196 dated 23/3/1438H (corresponding to 22 December 2016).

### **Approval, Listing and Admission to Trading of Trust Certificates**

It is expected that each Tranche of Trust Certificates which is to be admitted to the Official List and to trading on the regulated market of the Irish Stock Exchange will be admitted separately as and when issued, subject only to the issue of a Global Trust Certificate initially representing the Trust Certificates of such Tranche.

Application has been made to the Irish Stock Exchange for Trust Certificates issued under the Programme to be admitted to the Official List and admitted to trading on the regulated market of the Irish Stock Exchange. The approval of the Programme in respect of Trust Certificates is expected to be granted on or around 4 April 2017. Unlisted Trust Certificates may be issued pursuant to the Programme. Any unlisted Trust Certificates will not constitute Final Terms for the purposes of Article 5.4 of the Prospectus Directive.

### **Listing Agent**

Matheson is acting solely in its capacity as listing agent for the Trustee in connection with the Trust Certificates and is not itself seeking admission of the Trust Certificates to the Official List of the Irish Stock Exchange or to trading on its regulated market.

### **Litigation**

The Trustee is not involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Trustee is aware) during the 12 months preceding the date of this Base Prospectus which may have or have had in the recent past a significant effect on the Trustee's financial position or which are material in the context of the issue of the Trust Certificates.

The Kingdom is not involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Kingdom is aware) during the 12 months preceding the date of this Base Prospectus which may have or have had in the recent past a significant effect on the Kingdom's financial position or which are material in the context of the issue of the Trust Certificates.

### **Significant Change**

There has been no significant change in the financial or trading position of the Trustee and no material adverse change in the financial position or prospects of the Trustee, in each case, since the date of its incorporation.

There has been no significant change in the balance of payments, tax and budgetary systems, gross public debt, foreign exchange reserves, financial position and resources and income and expenditure figures of the Kingdom since 31 December 2016. As at the date of approval of this Base Prospectus the most recent data available for foreign trade is up to 31 December 2015. There has been no significant change in the foreign trade figures since 31 December 2015.

## **Documents on Display**

Copies of the following documents in electronic form may be inspected during normal business hours at the specified offices of the Trustee and the Principal Paying Agent for a period of 12 months from the date of this Base Prospectus:

- (a) the Articles of Association and Memorandum of Association of the Trustee;
- (b) the press release relating to the budget of the Kingdom for the current fiscal year;
- (c) the Master Declaration of Trust, the Agency Agreement, the Master Murabaha Agreement, the Primary Mudaraba Agreement and the Infrastructure Mudaraba Agreement;
- (d) each Supplemental Declaration of Trust and, to the extent applicable, Declaration of Sharing of Assets, in relation to Trust Certificates which are admitted to listing, trading and/or quotation by any listing authority; and
- (e) the Base Prospectus and any future supplements and any Final Terms to this Base Prospectus (save that Final Terms relating to an unlisted Trust Certificate will only be available for inspection by a Holder of such Trust Certificate and such Holder must produce evidence satisfactory to the Principal Paying Agent as to the identity of such Holder).

## **Shari'ah Advisory Board**

The transaction structure relating to Trust Certificates to be issued under the Programme (as described in this Base Prospectus) has been approved by the *Shari'ah* Advisory Board of Citi Islamic Investment Bank E.C., the *Shari'ah* Committee of HSBC Saudi Arabia Limited, Sheikh Dr. Mohamed Ali Elgari, Sheikh Nizam Yaquby and Sheikh Dr. Walid ibn Hady, the *Shari'ah* advisors of J.P. Morgan Securities plc, Dr. Hussein Hamid Hassan, the *Shari'ah* advisor of Deutsche Bank AG, London Branch, the *Shari'ah* Supervisory Committee of BNP Paribas including Sheikh Nizam Yaquby, Dr. Abdul Sattar Abu Ghuddah and Dr. Mohamed Daud Bakar and the NCB Capital Company *Shari'ah* Board. Prospective Certificateholders should not rely on the approval referred to above in deciding whether to make an investment in Trust Certificates and should consult their own *Shari'ah* advisers as to whether the proposed transaction described in the approval referred to above is in compliance with *Shari'ah* principles (see "*Risk Factors—There may be differing views with respect to Shari'ah compliance*").

## **Clearing Systems**

It is expected that the Trust Certificates will be accepted for clearance through Euroclear and Clearstream (which are the entities in charge of keeping the records) and/or DTC. The appropriate Common Code and ISIN for each Tranche of Trust Certificates allocated by Euroclear and Clearstream will be specified in the Final Terms. In addition, the Trustee may make an application for any Trust Certificates in registered form to be accepted for trading in book-entry form by DTC. The CUSIP number for each Tranche of such Trust Certificates, together with the relevant ISIN and (if applicable) common code, will be specified in the Final Terms. If the Trust Certificates are to clear through an additional or alternative clearing system the appropriate information will be specified in the Final Terms.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels. The address of Clearstream is Clearstream Banking, S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of DTC is 55 Water Street, New York, New York 10041, United States of America.

## **Conditions for determining price**

The price and amount of Trust Certificates to be issued under the Programme will be determined by the Trustee, the Kingdom and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

## **Dealers transacting with the Kingdom**

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Kingdom in the ordinary course of business for which they may receive fees. They have received, or may in the future receive, customary fees and commission for these transactions. Certain of the Dealers or their respective

affiliates are also lenders under the U.S.\$10 billion term loan facility entered into by the Kingdom in May 2016.

The Trustee will use the proceeds from the Trust Certificates issued under the Programme to enter into Murabaha Transactions with the Kingdom and the Primary Mudaraba with the Onshore Investment Vehicle. The Kingdom may apply all or part of any monies that are ultimately received in connection with the issuance of Trust Certificates in repayment of all or part of any credit facilities that may have been, or may in the future be, extended to the Kingdom by the Dealers or their affiliates.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Kingdom or its agencies. Certain of the Dealers or their affiliates have a lending relationship with the Kingdom, and of those that do, they may hedge their credit exposure to the Kingdom consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Trust Certificates issued under the Programme. Any such short positions could adversely affect future trading prices of Trust Certificates issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

**ISSUER**

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