

**THE PGA-LIV DEAL:
IMPLICATIONS FOR THE FUTURE OF GOLF
AND SAUDI ARABIA'S INFLUENCE IN THE
UNITED STATES**

HEARING

BEFORE THE

PERMANENT SUBCOMMITTEE ON INVESTIGATIONS
OF THE

COMMITTEE ON
HOMELAND SECURITY AND
GOVERNMENTAL AFFAIRS
UNITED STATES SENATE
ONE HUNDRED EIGHTEENTH CONGRESS

FIRST SESSION

JULY 11, 2023

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TUESDAY, JULY 11, 2023

U.S. SENATE,
PERMANENT SUBCOMMITTEE ON INVESTIGATIONS,
OF THE COMMITTEE ON HOMELAND SECURITY
AND GOVERNMENTAL AFFAIRS,
Washington, DC.

The Subcommittee met, pursuant to notice, at 10 a.m., in room SH-216, Hart Senate Office Building, Hon. Richard Blumenthal, Chairman of the Subcommittee, presiding.

Present: Senators Blumenthal [presiding], Carper, Hassan, Padilla, Ossoff, Johnson, Paul, Scott, Hawley, and Marshall.

OPENING STATEMENT OF SENATOR BLUMENTHAL¹

Senator BLUMENTHAL. Good morning, everyone. This hearing of the Homeland Security and Governmental Affairs Committee (HSGAC) Permanent Subcommittee on Investigations (PSI) will come to order. I want to thank the witnesses for attending today. I want to thank my colleague, Senator Johnson, for participating in the invitation to you, and the collaborative approach to this hearing and our inquiry, and all of our staff for their hard work on the memorandum that we have distributed with documents, which I will put into the record, without objection.²

Today's hearing is about much more than the game of golf. It is about how a brutal, repressive regime can buy influence—indeed even take over—a cherished American institution to cleanse its public image. It is a regime that has reportedly killed journalists, jailed and tortured dissidents, fostered the war in Yemen, and supported other terrorist activities, including the 9/11 attack on our Nation. Today is about sportswashing.

It is also about hypocrisy, how vast sums of money can induce individuals and institutions to betray their own values and supporters, or perhaps reveal a lack of values from the beginning. It is about other sports and institutions that could fall prey, if their leaders let it be all about the money.

Perhaps to state the obvious, sports are central to our culture and society. They have huge implications for our way of life, our local economies and communities close to home, and our image

¹ The prepared statement of Senator Blumenthal appears in the Appendix on page 51.

² The staff report appears in the Appendix on page 65.

abroad. Athletes like the Professional Golfers Association of America (PGA) Tour golf players are role models. They are Ambassadors of our values. The institutions that concern us today are vital to our national interest. To have them taken over by a repressive foreign regime certainly is a matter of our national security.

We hope that today's hearing will help us uncover not only the reasons for the PGA Tour's sudden reversal of its opposition to the LIV Golf takeover and what it means to golf, but also to understand what similar investments by repressive regimes or other countries with deep pockets could mean for our country, for our national security, and for the world.

For 2 years, the most vehement opposition to the Saudi government's taking over the sport of golf in America, and the most vehement criticisms of Saudi sportswashing, came from the PGA Tour's leaders themselves. They enlisted fans, sponsors, the 9/11 families, and Members of Congress like myself. Some of those leaders sat across from me at Cromwell, Connecticut, and asked me to support them, and I did, all on the promise and commitment to maintaining the PGA Tour as an independent, cherished iconic American institution.

Jay Monahan himself said in June, just a year before June 6th, "I would ask any player that has left or any player that would ever consider leaving, have you ever had to apologize for being a member of the PGA Tour?"¹ The players admirably and heroically stood by the PGA Tour and said no to tens of millions of dollars. Likewise, members of the 9/11 families who are with us today stood by the PGA Tour, and others of us did the same.

Then suddenly on June 6th, everything changed. The sports world was shocked by the announcement that the PGA Tour was entering into an agreement to combine forces with the Saudi Arabian Public Investment Fund (PIF), the Saudi sovereign wealth fund, which owns LIV Golf. It is an instrument of the Saudi government, and the deal was not just to take over a team, but the entire sport, not just an individual Saudi investor, but the government of Saudi Arabia.

It was no ordinary investment. The Saudi Public Investment Fund is closely aligned with the very top of the Saudi monarchy and it is headed by Governor al-Rumayyan who was a negotiator and party to this deal.

Understandably, there was a feeling of betrayal among many of the individuals and groups that supported the PGA Tour, including from the players themselves. We are here today because not only did it raise that feeling of betrayal, and Jon Rahm, familiar to all of us said it best, "I think the general feeling is that a lot of people feel a bit of betrayal from management."²

But we are here about questions that go to the core of what the future of this sport and other sports will be in the United States. What happened that led the PGA Tour to change its position? Was it only the hope of ending litigation or was it also the unspecified amount of Saudi investment that would come of it? How much

¹The quote referenced by Senator Blumenthal appears in the Appendix on 342.

²The quote referenced by Senator Blumenthal appears in the Appendix on page 343.

money did PIF offer the PGA Tour? What other sources of money were sought as an alternative?

Given these questions and their implications, not only for the future of professional sports but for foreign influence and global human rights, this Subcommittee launched an inquiry into this deal. I have already put into the record the memorandum that we circulated that incorporates the documents that have been produced and some of what we have learned, but clearly, although the agreement itself is seemingly unspecific, vacuous, and simply an agreement to agree, we know from it that the Saudi government will have an equity dominance and ownership of this institution through its investment. We know also that the PGA Tour surrendered once for the Saudi investment of money, and there is no assurance in this agreement that it would not do so again.

We have learned from the documents some facts that also indicate that the PGA Tour will be dominated in this agreement. We learned that after rebuffing the PIF as recently as this January, the PGA Tour representative reached out to PIF Governor Yasir al-Rumayyan days after he was told of fears that, “the Saudis will double down on their investment,” in LIV.

We learned that Saudi Arabia’s early vision for the Tour included a team golf tournament, culminating in Saudi Arabia, at least one high-profile PGA event in Saudi Arabia, and a global golf investment fund managed by the PIF.

We learned that just one night before the framework agreement between the PIF and the PGA Tour was signed, the PIF added a non-disparagement clause that appears to prevent the PGA Tour from criticizing Saudi Arabia, and it applies to the witnesses that are before us, today apparently.

We learned that Governor al-Rumayyan will not only become the chairman of the PGA Tour’s board, but he will sit on the executive committee of the new company that is to be formed where he will, and this is a direct quote from a document we received, “provide PIF with strong influence” over the new company.

We learned what is not in the agreement, which may be as important as what is explicitly there—very little is explicit—that there are potential side agreements and understandings. Only in the internal documents that were reviewed by this Subcommittee did we learn that PGA Tour officials prepared to sign an agreement providing that LIV Chief Executive Officer (CEO), Greg Norman, would be terminated upon execution of the final agreement. We do not know whether this agreement was executed, but there are other documents, such as the talking points that are now in the record for Jay Monahan to talk to the Policy Board, that indicate the parties maintained this understanding about terminating Norman after the agreement was announced.

We still do not know whether there are other side agreements or other understandings that may exist or what they might say. We do not know what assets the PGA Tour will place in the new entity or how it will maintain its nonprofit status, certainly, a profoundly important question; what assets it gained while it had nonprofit status that may be transferred now to a for-profit entity, raising very serious questions that ought to concern this Subcommittee

and the Congress; and especially since it has indicated that there will be an active commercial role for this new entity.

We also do not know what will happen to players who may want to speak out against Saudi Arabia's human rights abuses. They apparently are bound by the non-disparagement clause. The LIV Golf tournament had requirements about wearing apparel. Are they going to have Saudi insignia on their shirts? Are they going to be speaking on behalf of the Saudi government?

We do not know whether LIV will continue to exist after the conclusion of its next season, and if so what form or under what leadership. Of course, we still do not know how much money is on the table or was even discussed to prompt the PGA Tour to make this sudden, dramatic reversal. My hope is that this hearing will begin to answer those questions and that we will learn more as we receive additional documents and have additional hearings.

Americans very simply deserve to know what this agreement means for the future of golf as well as for the future of the Saudi Arabian government's investment in sports and other autocratic regimes that may choose to do the same, because Saudi Arabia has nearly limitless capacity to inject its funds into these endeavors through its nearly \$700 billion in assets. We already know they have purchased a British Premier League soccer team, two of the largest video game tournament operators in the world, and made investments in Formula One racing, among many other investments.

Now, we will not be able to comprehensively address these questions because two witnesses whom we invited could not be here today. They had scheduling conflicts. We are working with them to resolve those scheduling issues, and we hope that they will work with us cooperatively.

The PGA Tour Chief Operating Officer (COO) Ron Price and Board Member Jimmy Dunne who are with us today played a central role in arranging the agreement, and I want to thank each of you for being here. You are both knowledgeable and prominent members of the PGA Tour's leadership. We hope that you will help us to discover some of the reasons for the PGA Tour's sudden reversal and other answers to these questions and what the deep pockets of the Saudi government and other regimes could mean to the future of our country and the world.

With that I will turn to the Ranking Member for his opening remarks.

OPENING STATEMENT OF SENATOR JOHNSON¹

Senator JOHNSON. Thank you, Mr. Chairman. I also want to welcome the witnesses and thank you for appearing voluntarily before our Subcommittee.

Let me start by saying I love the game of golf—I wish I was a whole lot better—and I enjoy playing and watching it.

Golf is a pure meritocracy. Golfers succeed or fail on their own. Every golfer can empathize with a pro who is trying to hold on to a one-shot lead, execute a difficult shot, or sink a crucial putt. We

¹The prepared statement of Senator Johnson appears in the Appendix on page 55.

appreciate the moments of celebration, and we sympathize with the failed attempts.

The game of golf has developed a handicap system that allows golfers like me, at a lower skill level, to enjoy competing with one another. But it is competition at the highest level that brings us here today.

Every professional sport faces the exact same challenges: How do you structure and maintain competition to attract large audiences and maximize the revenue base? How do you fairly compensate all the athletes, from the top stars to the journeyman players striving for the top? In a global environment, how do you accomplish this with entities possessing dramatically unequal resources?

League sports in America provide a good example of this dilemma. How can small city markets, like Green Bay or Milwaukee, afford to field teams to effectively compete against cities like New York, Chicago, or Los Angeles, that have much larger fan bases? The solution has been the formation of leagues and governing bodies that develop and enforce rules of the game and competition. Unfortunately, many of the rules and practices that these leagues engage in may run afoul of the Sherman and Clayton Anti-Trust laws.

In researching the legislative and judicial history of sports in America, I must agree with the assertion of a 1987 University of Miami Law Review article that states, “. . . the precise law governing the relationship between professional sports leagues and the Sherman Act is so noticeably confused and unsettled.” A simple explanation for this confusion is that it is difficult to write a law that effectively addresses every situation and reality.

This hearing deals specifically with the reality the PGA Tour faced when Saudi Arabia decided to get involved and invest in professional golf. According to its 2021 990 tax form, the PGA Tour had net assets worth approximately \$1.25 billion. Saudi Arabia's Public Investment Fund is estimated to be worth between \$600 to \$700 billion, 500 times larger than the PGA Tour.

Until the creation of LIV Golf, the multiple golf tours throughout the world competed in a commercial marketplace dictated by the normal market force of profit and loss. LIV is financed by an entity that was committed to competing for top players with little, if any, regard or expectation of a direct financial return. From a commercial standpoint, it is not a fair fight, and the PGA Tour accurately viewed LIV as an existential threat.

I have the deepest sympathy for the families of 9/11 and support their efforts of obtaining information currently being withheld by the United States and Saudi governments.

Mr. Chairman, as a quick aside I was approached by some members of 9/11 families in the hall today, and they gave me a document that summarizes the Federal Bureau of Investigation (FBI's) investigation of Saudi involvement in 9/11. Like so many documents that I receive it is heavily redacted. The FBI, the United States government, the Saudi government is not being transparent with the 9/11 families, and I want to completely support the 9/11 families in obtaining transparency and the truth. I would like to

enter this document into the record¹ so that people can view for themselves the lack of transparency of our government and the Saudi government.

Senator BLUMENTHAL. Without objection, and I might just say I have spoken to the 9/11 families about exactly this resistance by our own government, the FBI, and other agencies to provide the facts that are necessary for them to seek simple justice, and I would join you in a bipartisan effort to make those facts more available.

Senator JOHNSON. Hopefully that is a really good bipartisan result of this hearing.

Sportswashing is also a legitimate issue, but no amount of money can wash away the stain of the brutal Khashoggi assassination and other human rights abuses.

But it would be grossly unfair to expect the PGA Tour to bear the full burden of holding Saudi Arabia accountable. After all, anyone who drives a car or uses oil-based products has helped fill the coffers of the Saudi Public Investment Fund.

Foreign investment in the United States is generally a good thing, and I would rather have the Saudis reinvest their oil wealth in America as opposed to China or Russia. Also, if the Kingdom's involvement in golf and other sports helps it modernize and offer more rights to women, would that not be a good thing?

Although I believe there are much more pressing issues Congress and this Subcommittee should be focusing on, like many Americans I have a great deal of interest in how this issue is resolved. As courts have indicated, Congress does have a legitimate role to play in settling the confusion in the law governing professional sports.

That said, I did not sign the requests for information or the memo issued by the majority because the parties are in the midst of what should be a private negotiation, and there is no deal to review. Inquiries and investigations conducted by this Subcommittee generally involve some measure of wrongdoing. There is nothing wrong with the PGA Tour negotiating its survival. Negotiations are often delicate, mostly private, and I fear Congress getting involved at this stage could have negative consequences.

I hope that this hearing can be constructive and address the many legitimate questions the public has regarding the future of golf and how to preserve the purity of competition at the highest levels of the game. Although the various parties in this dispute bring different perspectives and objectives to it, my guess is that they do share a common love and respect for the game of golf and want to see it succeed well into the future.

Again, thank you, Mr. Chairman. I thank the witnesses and look forward to your testimony.

Senator BLUMENTHAL. Thanks very much, Ranking Member Johnson.

I am going to introduce the witnesses and then, as is our custom, swear you in and ask you to speak. We are going to have 7-minute round questions once your testimony is done.

We welcome Ron Price, who is the Chief Operating Officer at the PGA Tour. He has been leading the Tour's operations during the

¹The document entered for the Record appears in the Appendix on page 344.

absence of CEO, Jay Monahan. By the way, both of you I hope will convey to Mr. Monahan our hope for his continuing recovery. We are glad to learn that he will be back later this month in the job, but in the meantime you are representing the PGA Tour.

Mr. Price has been responsible for the overall strategy and operations of the PGA Tour including overseeing championship management, brand communications, golf course properties, finance, legal licensing and merchandising as well as talent and culture, board governance, and government relations. My understanding is you joined the Tour in 1994.

Mr. PRICE. Yes, sir.

Senator BLUMENTHAL. Jimmy Dunne, who is sometimes referred to as a legendary dealmaker, served as a member of the PGA Tour Policy Board since January of this year, and he is one of the chief architects of the PGA Tour deal that we are discussing here today. Your name is repeated in many of the key documents, Mr. Dunne, and we are very glad that you are going to enlighten us as to some of these questions.

He is the Vice Chairman and Senior Managing Principal of Piper Sandler and was one of the co-founders of Sandler O'Neill + Partners, L.P., an independent investment banking firm. Over the past 2½ decades, he has advised on some of the financial industry's largest mergers and acquisitions transactions. We welcome you and look forward to your testimony.

Now if you would please rise.

Do you affirm that the testimony that you are about to give is the truth, the whole truth, and nothing but the truth, so help you, God?

Mr. PRICE. I do.

Mr. DUNNE. I do.

Senator BLUMENTHAL. Thank you.

Mr. Price, if you could proceed.

TESTIMONY OF RON PRICE,¹ CHIEF OPERATING OFFICER, PGA TOUR

Mr. PRICE. Thank you. Chairman Blumenthal, Ranking Member Johnson, and Members of the Subcommittee, thank you for the opportunity to testify today regarding the PGA Tour. I serve as the Chief Operating Officer of the Tour and most recently have been co-leading the Tour while Commissioner Monahan is on medical leave.

Let me start by saying that our goal is to protect an American institution that along with its tournaments generates over \$200 million annually, for over 3,000 charities across 34 States, and brings the highest level of sports and entertainment to millions of fans around the globe, and provides the most pro-competitive, legacy-driven platform for the world's best players.

That goal, which is our core mission, has been under threat for the better part of 2 years. When the Saudi-funded LIV Golf Tour launched its inaugural series in 2022, the Tour faced an unprecedented attack. In defending our organization and its regulations that each member agrees to at the start of every season—we were

¹The prepared statement of Mr. Price appears in the Appendix on page 57.

forced to suspend players, those players who made the choice to play for LIV Golf. They could play for the new league, but they could not come back and forth to freeride off the work and platform of the collective membership they had left behind.

In August 2022, we were sued in an effort to invalidate our regulations. This created a fracture in golf unlike anything our sport had experienced in decades and created a division in our closely knit membership organization.

We believe that we have done everything we could possibly could to defend what we stand for, including spending tens of millions of dollars to defend litigation instigated by LIV Golf, and that is significant funds that were diverted away from our core mission to benefit our players and charity.

As part of the litigation, we were successful in securing a court ruling that the Public Investment Fund was not protected under sovereign immunity with respect to litigation discovery and potentially liability. That is something which had never been done before in the United States. Meanwhile, we have seen the continued strength of the Tour thanks to the loyalty, talent, and performance of the remarkable players we are proud to call members of the PGA Tour.

However, it was very clear to us, and to all who love the PGA Tour and the game of golf as a whole, that the dispute was undermining growth of our sport, was threatening the very survival of the PGA Tour, and it was unsustainable. While we had significant wins in litigation, our players, our fans, our partners, our employees, our charities, and the communities we support would lose in the long run.

Instead of losing control of the PGA Tour, we pursued a peace that would not only end the divisive litigation battles but would also maintain the PGA Tour's structure, mission, and longstanding support for charity. While negotiations toward a definitive agreement are currently underway, the framework agreement contains important safeguards that ensures the Tour will operate fundamentally as it does today. The Tour will control its operations, the Tour will control the board of the new PGA Tour subsidiary, and the Tour will be the governing body for competitive golf in connection with any combined golf operations. The agreement provides clear, explicit, and permanent safeguards that ensure the Tour will lead the decisions that shape our future, and that we will have control over our operations, strategy, and continuity of our mission.

I certainly understand the need for additional clarity around how and why the deal came together, and I welcome the opportunity to shed light on the predicament we found ourselves in, one which we did not seek, one that we could not sustain indefinitely, but one for which we have found a workable, productive solution that benefits all who love the game of golf and the PGA Tour.

Thank you, and I will be happy to answer your questions.

Senator BLUMENTHAL. Thanks, Mr. Price.

Mr. Dunne.

TESTIMONY OF JIMMY DUNNE,¹ BOARD MEMBER, PGA TOUR

Mr. DUNNE. Mr. Chairman, Ranking Member Johnson, and Members of the Subcommittee, my name is Jimmy Dunne and since January of this year I have served as an independent director on the PGA Tour policy board. To hold that position is a real privilege for me.

I joined the board at a time of great concern for all of us who love the game of golf. Some players had left the PGA Tour to join LIV Golf. Others were under pressure to do the same. The PGA Tour and LIV were facing each other in litigation. There was division and tension among players. You could feel it spreading to fans and sponsors.

My concern was that if it all continued, expensive legal fights, every day wondering which player was going to leave next, a fan base tired of hearing about it, sponsors nervous, golf, as we know it, would be damaged forever. As board members, we have a responsibility to protect the game. As the situation appeared to me, the Tour had to move toward a solution of the differences that were causing way too much disruption, and we had to do it in a way that preserved the standards, tradition, and authority of the Tour. For that to happen, we needed to act from a position of strength, and we found ourselves in that position in the spring of this year.

By April, major court rulings had set back LIV in its litigation against both the Tour and Europe's DP World Tour. It was the right moment to reach out, not only because of those legal victories but also because of our solid financial condition. We knew that a long-term fight with LIV would be harmful to the players, fans, sponsors, and charities. We wanted to begin the negotiation while we were in a strong position. This would allow us to focus on uniting the game or walk away if that objective was not being served.

At the direction of the PGA Tour Commissioner and the board chairman, I contacted Yasir al-Rumayyan, LIV's majority owner and Governor of the Public Investment Fund of Saudi Arabia. A limited number of in-person meetings followed, and these meetings resulted in the framework agreement of May 30th.

As Members of this Subcommittee know, some agreements are just mutual promises to continue to negotiate, and this describes the framework agreement. The only deal reached in the framework is that the lawsuits among the parties have been settled. Everything else is aspirational. The elements are all there for a final agreement that can serve the interests of the players, fans, sponsors, and charities, and unite the game of golf.

Since the June 6th announcement, the Tour and its advisors have taken the lead in negotiating the final agreement. But what I can tell you is the Tour will continue to manage the game, retaining majority governing control, and majority economic control. The Tour will appoint a majority of the board of directors. The framework would not be possible without the clear understanding that the Tour will retain full decisionmaking authority.

Of course, we expect many questions about who we are dealing with. The reality is that because some men from Saudi Arabia were part of the nightmare of September 11th, suspicion has lingered

¹The prepared statement of Mr. Dunne appears in the Appendix on page 61.

about the complicity of others. For my part, my thoughts turn to September 11th, and I remember the 66 friends and colleagues at my firm who died that morning, along with so many others when the towers went down. I think about them all the time. I think about the families, and I think about the grief that never ends. If any person had the remotest connection to an attack on our country and the murder of my friends, I am the last guy that would be sitting at a table with them.

If this agreement ultimately succeeds I have nothing to gain except a sense of pride that we helped unite the game we love. I am not in line for a job, a fee, or compensation of any kind. My entire concern here is to put this divisive period behind us, and for the sake of the players, fans, sponsors, and charities, unite the game of golf once again.

Thank you, and I look forward to your questions.

Senator BLUMENTHAL. Thanks, Mr. Dunne. I will begin the questions, and we are going to have 7-minute rounds with colleagues as they appear, participating.

Both of you are here speaking on behalf of the PGA Tour. Correct?

Mr. PRICE. Correct.

Senator BLUMENTHAL. Mr. Price, you were winning this litigation. Correct?

Mr. PRICE. Senator, we won some battles but the litigation was far from over.

Senator BLUMENTHAL. As Mr. Dunne has said, you were on top. You were winning. In effect, you made the judgment, maybe it was a business judgment, that the cost of proceeding was too high, and the ultimate agreement involved not only settling this litigation but also a Saudi investment in a new entity to be created. Correct?

Mr. PRICE. Senator, we really faced a choice. One option was to continue the very expensive, disruptive, and divisive litigation, and we faced a real threat that LIV Golf, which is 100 percent financed by the Kingdom of Saudi Arabia, would become the leader of professional golf.

Senator BLUMENTHAL. You decided to take the financing and the investment from Saudi Arabia for this new entity that would also incorporate the PGA Tour. Correct?

Mr. PRICE. Senator, we have not taken any funding. All we have done is settle the litigation and enter into a framework agreement in which the PGA Tour will be the clear leader of professional golf going forward.

Senator BLUMENTHAL. Right. But there is an understanding that PIF will contribute an investment to the PGA Tour and the entity that will control it.

Mr. PRICE. They will not be contributing to the PGA Tour. It will be a PGA Tour-controlled subsidiary, and any funding—

Senator BLUMENTHAL. What is the amount of the Saudi investment that is going to be made?

Mr. PRICE. That has not been determined yet, Senator.

Senator BLUMENTHAL. Has there been any discussion of what that amount will be?

Mr. PRICE. It would be—there have been discussions. It would be a significant amount, north of—

Senator BLUMENTHAL. What are the amounts that have been discussed?

Mr. PRICE. North of \$1 billion.

Senator BLUMENTHAL. Are there possibilities that additional amounts would be contributed?

Mr. PRICE. That is in the complete control of the PGA Tour because it is a PGA Tour subsidiary, and the board is controlled by the PGA Tour, and they have absolute control over how much funding they accept now and in the future.

Senator BLUMENTHAL. Instead of accepting this amount of money—call it an investment, call it financing—from the Saudi sovereign wealth fund, did you explore other sources of potential investment?

Mr. PRICE. We considered that, Senator, but had we gone down that path we would still be fighting the very expensive and disruptive litigation, and—

Senator BLUMENTHAL. If you had won you would have prevailed.

Mr. PRICE. That was far from a certainty, and LIV Golf would have continued to recruit our players and put our Tour at jeopardy, and they could have become the leader of professional golf and operated it for the benefit of the Kingdom of Saudi Arabia.

Senator BLUMENTHAL. What other sources of funding did you explore?

Mr. PRICE. We did not have specific conversations with any outside firm, but we talked about it as potential and what those terms might be.

Senator BLUMENTHAL. What conversations among yourselves did you have as to the alternative sources of funding?

Mr. PRICE. We have talked about it at board meetings, a structure similar to what we have set up. We decided to not pursue it at any point in time because we would still be in litigation and still be fighting the Public Investment Fund, which has \$700 billion of assets.

Senator BLUMENTHAL. Mr. Price, in the talking points that you prepared for Jay Monahan to brief the Policy Board—Mr. Dunne was a member of it—you indicate that, “PIF will make a financial investment to become a premier corporate sponsor of the PGA Tour and DP World Tour and other international tours. PIF also is committed to significant financial support toward the PGA Tour-directed causes that positively impact the game on a global basis.” By the way, one of the talking points says, “Greg Norman will be reassigned to an advisory role determined by PIF when the PGA Tour becomes the manager of the LIV tour.”

Mr. Dunne has said that the agreement does not talk about money, but there was an understanding about PIF investing in the new entity, that is called NewCo. It may have another name now. That investment, you have told us, would be more than \$1 billion. Correct?

Mr. PRICE. There has been no agreement reached, but there have been discussions of that nature. I would add that one of the things you mentioned, if we reach an agreement that would be important to us is the Public Investment Fund providing funding to support social causes that would provide additional access to the game.

Senator BLUMENTHAL. Are you bound by the non-disparagement clause that is very specifically stated in the agreement?

Mr. PRICE. Not in this forum, Senator.

Senator BLUMENTHAL. Not in this forum, but generally?

Mr. PRICE. Generally, when you are negotiating a business agreement, it is common to have a non-disparagement clause so that you—

Senator BLUMENTHAL. It may be common, Mr. Price, but you are bound by it. Mr. Dunne, as a member of the Policy Board and a party to these negotiations you are bound by it as well. Correct?

Mr. DUNNE. Senator, I am sitting before United States Senators. You can ask me what you want, and I will answer it truthfully.

Senator BLUMENTHAL. I am not questioning that you will give us what you believe is the truest as to facts. But my understanding of this clause—and you are right, Mr. Price, it is very common to business agreements—is that it would be binding on you, on other members of the Policy Board, potentially on the athletes. Indeed the LIV requirements for their players have a similar bar to any of them saying anything negative about any relevant person, including members of the PIF governing apparatus.

I am going to end my questioning now, for this round, but I would like to have a commitment from both of you that the final agreement will not prevent players or PGA Tour executives from commenting on or criticizing actions of the Kingdom of Saudi Arabia. Will you make that commitment?

Mr. PRICE. It would certainly be an objective we would seek, Senator, and I would add that the framework agreement does not prevent our players from speaking their mind on any matters.

Senator BLUMENTHAL. It does not now, but you cannot commit that the final agreement will not require them to avoid any such disparaging statements?

Mr. PRICE. We do not anticipate it having that.

Senator BLUMENTHAL. But will you commit that it will not have it, that you will not agree to it if it does?

Mr. PRICE. I would not recommend it to the Policy Board for approval if it did.

Senator BLUMENTHAL. Mr. Dunne.

Mr. DUNNE. I am not doing the negotiation, but as Ron just said, he would not recommend it. I will inform the entire board of your excellent point, and I will guarantee you, the board will vote on it. I do not have the power to decide that. But we hear you, we understand, and I will advocate for it—if we get to an agreement. That disparagement clause, that is basically to the term of the agreement. You generally do not want to be saying bad things about each other when you are negotiating, but it has a short-term life on it until we get to a definitive.

Senator BLUMENTHAL. I will return to this line of questioning when I continue.

The Ranking Member is recognized.

Senator JOHNSON. Thank you, Mr. Chairman. I would like to try and lay out the reality that you were faced with. First of all, you would not have been seeking large, additional funding, or large amounts of additional funding had it not been for the PIF entering

the scene. Correct? You are always seeking resources, that type of thing, but it is only because of what the Kingdom did. Correct?

Mr. PRICE. That is correct, Senator Johnson. It is only because of LIV that we are sitting here today.

Senator JOHNSON. Again, you are dealing with an entity that is 500 times larger than you, in terms of financial wealth.

Mr. Dunne, who is Roger Devlin?

Mr. DUNNE. I have never met a Roger Devlin. He has emailed me. He is a member of a golf club over in England. He works, I believe, in an investment banking capacity, and he had emailed me a couple of times about possible discussions about getting together.

Senator JOHNSON. I believe he had helped Saudi Arabia invest in some soccer team or whatever.

Mr. DUNNE. I believe his partner is one of the co-investors with Yasir.

Senator JOHNSON. He had a relationship with the Saudis—

Mr. DUNNE. He did.

Senator JOHNSON [continuing]. A commercial one.

Mr. DUNNE. He does, to my knowledge.

Senator JOHNSON. He reached out to you in January, saying the time may be ripe to sit down and try and repair the breach. You rebuffed him at that point in time you were not ready for it. Is that a fair statement?

Mr. DUNNE. If I may answer, Senator, my attitude was all of the people other than the guy with the money, we should not talk to. We should just get to the spiritual leader, because everything that was happening did not make any sense to me. I did not want to waste any time talking to anybody, and my advice to the commissioner was do not waste any time talking to anybody other than the guy with the money.

Senator JOHNSON. Who is that guy with the money, in your mind?

Mr. DUNNE. The Governor, Yasir al-Rumayyan.

Senator JOHNSON. OK. On April 14, 2023, Mr. Devlin emailed you, and the final line in his email states, "I fear the Saudis will double down on their investment and golf will be split asunder in perpetuity." I read that, and I recognized what reality the PGA was facing. Does that typify one of the reasons you decided to reach out to the Saudis?

Mr. DUNNE. Thank you, Senator. They did not have to double down to create the problem that we already had, so if they kept doing what they were doing it would be significant enough. Because the PGA Tour, it is not that big in terms of players, so if they take five players a year, in 5 years they can gut us.

Senator JOHNSON. Again, the PGA was facing existential threat because of the PIF and because of LIV, so you are responding to that existential threat. Now you have agreed to reach out to Yasir al-Rumayyan. What did you make of the man? Tell us a little bit. What was his motivation? I realize you cannot necessarily get inside his head, but can you kind of describe for us, why were the Saudis doing this, or why was Yasir doing this?

Mr. DUNNE. Thank you, Senator. Obviously, I am not inside his head, but my perception—and as I said, I told the commissioner that you should send someone only to speak to him. In April he

chose me to reach out to him. I went out to meet him, and unlike everyone else that is involved with LIV, where they are very acrimonious toward the PGA Tour, he said he respected the Tour, respected how they did things, and I was surprised by that. He did not have the attitude that, frankly, a lot of the management people had. I thought it might make sense to put the man with the money and our commissioner together for another meeting.

Senator JOHNSON. Describe the challenge you have, as the PGA, compensating the top players, compensating everybody, and also attracting top players to come to your tournaments, which is what you need to attract the audience, the viewership, the TV deals, the sponsorship. Just talk about that challenge, in general, of managing PGA Tour golf. Either one of you.

Mr. PRICE. We represent all the players, and so our process we have to go through is allocating resources that the players earn through competition. We are performance-based, a pure meritocracy, I think as you said, Senator Johnson. We try to balance the allocation of resources among our top players and the ones who are performing at a top level on a regular basis while, at the same time, maintaining earnings opportunities for all of our players.

The players who are performing well, our top players, those are the ones that the fans are interested in, and fans tune in and watch, and they drive our primary revenue streams, media and sponsorship. To the extent that LIV golf has been successful in taking away some of our top players through their irrational economic business model, that puts pressure on our ability to maintain our primary revenue sources. If they continued to do that we would, as you said, have faced an existential threat.

Senator JOHNSON. Mr. Dunne, you have done a lot of deals, right, and you have been in a lot of negotiations. I have done a lot of negotiations myself. I have never had to do them in public. I want to emphasize, for the Subcommittee, for the audience, that you do not have a deal. You ended the litigation, which took a big liability off your plate, and I have been involved in enough litigation that you never know the result. It is always a big risk.

Talk about how difficult it is for the PGA to have all this information exposed. Ideas get thrown out in negotiations. They are rejected. But even the idea of being made public does not help. Describe how difficult it is going to be to conclude this deal.

Mr. PRICE. It makes it very complicated. I agree you generally do not negotiate a deal in public. But we are committed to try to move from a framework agreement to a definitive agreement because we believe that would allow us to continue our leadership in professional golf and our tournaments to be operated in accordance with our mission and our standards for our players and for charity. We think that is very important. But these proceedings make that even more difficult.

Senator JOHNSON. Mr. Price, as we spoke over the phone a couple of weeks ago, and I have read the framework, which immediately got leaked. It struck me as this is kind of a win-win situation for the parties involved. It sounds like the Saudis got a seat at the table in terms of golf, but PGA retained its control over the game, over the competition. Mr. Dunne, can you kind of speak to

this? In any negotiation, what you want in the end is a win-win for everybody and you can move forward successfully as opposed to acrimony and destructive behavior, moving forward.

Mr. DUNNE. Senator, that is the goal. I really understand Senator Blumenthal's concern about not having them take over. That is the last thing in the world we want. I think through this agreement we can get a win-win situation.

My fear is if we do not get to an agreement they are already putting billions of dollars into golf. They have a management team that wants to destroy the Tour. Even though you could say take five or six players a year, they have an unlimited horizon and an unlimited amount of money. It is not like the product is better. It is just that there is a lot more money that will make people move.

I am concerned with exactly what the Senator is worried about. I am more concerned if we do nothing we are going to end up there. They are going to end up owning golf. They can. They can do it, because it is not that big. Its only a couple hundred players.

Senator JOHNSON. I share that concern.

Mr. DUNNE. I am deeply concerned.

Senator JOHNSON. I sympathize with the position you are both in.

Thank you, Mr. Chairman.

Senator BLUMENTHAL. Thanks, Senator Johnson. Senator Padilla.

OPENING STATEMENT OF SENATOR PADILLA

Senator PADILLA. Thank you, Mr. Chairman, and I will try to be quick, both out of respect for other Members but also I have a presenting officership that begins in a few minutes.

But I cannot help but observe that there is a lot of conversation about what this means from the PGA leadership's perspective, what this could potentially mean from a PIF perspective in Saudi Arabia itself.

I do not hear a lot of conversation about the players, because it is the players' performance that drives the game. It is the players' performance that drives the fan base. It is the players' performance that drives the revenues. I want to take a moment to focus on the players and the need to do right by them so this agreement can actually be concluded.

As we all know, prior to the framework that was announced, PGA Tour officials were highly critical of LIV, and those who chose to join LIV. In fact, I understand that that the PGA Tour suspended at least 24 players who participated in LIV events and became ineligible to participate in PGA Tour tournaments.

Of course, PGA officials then turned around and did exactly the same thing they criticized some players for, leaving those players who chose to remain loyal to the PGA, and forgo the significant financial benefits of joining LIV, understandably wondering what was the point of remaining loyal to the PGA.

Mr. Dunne, can you tell me how will players who remained loyal to the PGA be made whole? Will they be eligible for some form of damages? It is not just the foregone income that was a real pain, but their reputations even have taken a hit. Can you explain to me

how players are going to be made good should this agreement go through?

Mr. DUNNE. I will answer but Ron is really doing the negotiation. Thank you for your question, Senator. Nothing will happen without the players' full support. We have five player representatives on the Tour Policy Board. I cannot imagine the circumstance where I will not be voting with the majority of them.

I have to emphasize, we negotiated the settlement of the lawsuit in complete secrecy because of the fear that a lot of people make a lot of money in these lawsuits, especially the other side's lawyers. To the degree that got out, we would never have gotten that to fruition. It is a two-stage negotiation, a little bit of what Senator Johnson was talking about. The first part is lawsuit settles, the Tour has to be in charge, and we agree to talk. Now we are talking with complete transparency. The players are going to have to get something that they appreciate for staying on the Tour.

Senator PADILLA. I hear you. Time is limited, as we turn it over. Sorry. Mr. Price let me also add in the dimension of, for the new players that are now eligible to complete in the PGA because there was a handful that left to LIV, what happens to them after this merger, if it goes through?

Mr. PRICE. Senator, we have two task forces in place now, and we are working with our player directors because we are a membership organization. That is who we represent. The first task force is evaluating ways in which we can recognize the players who remain loyal to the PGA Tour. That is very important to us. We will not move forward with a definitive agreement unless we get that right and our players support that.

For players who left the Tour to play for LIV, they were suspended. If they come back, they are not going to be playing for LIV. They will be playing for a PGA Tour-controlled sports league or golf league. They will have to go through our existing rules and regulations process to gain re-entry.

Senator PADILLA. That is one of the areas that we will be watching. The second, Mr. Chair, instead of asking an additional question, I will state a concern for the record and will follow up in future conversations here.

But during the 2023 season, LIV Golf pulled a bait-and-switch, from what I understand, on its television broadcast technicians who are represented by the International Alliance of Theatrical Stage Employees, when they switched to a non-union production company, and making the technicians behind LIV Golf's productions some of the few in major sports who did not receive any health and retirement benefits while providing coverage.

My first question was about the players, specifically. Please know I am interested in the treatment and fairness of all employees that make golf revenues, including but not limited to significant broadcast revenues possible, not just as players but in the broadcast and production, et cetera. Yet another area that we will be following up on.

Thank you, Mr. Chair.

Senator BLUMENTHAL. Thanks, Senator Padilla. Senator Paul.

OPENING STATEMENT OF SENATOR PAUL

Senator PAUL. I have been a vocal critic of the Saudis for years and led the effort to block billions in arms sales to Saudi Arabia. The Saudis have demonstrated a relentless pattern of malign behavior ranging from the brutal killing and dismemberment of Jamal Khashoggi within their consulate, for which they evaded punishment, and their consistent disregard for human rights is well known.

Additionally, they have committed war crimes in Yemen, a war for which American taxpayers are being used as unwitting accomplices, resulting in thousands of civilian casualties from their ruthless actions. Nevertheless, I see no constitutional power that suggests Congress should involve itself in golf.

I have no doubt that some will argue that the tax code or somewhere in the ever-expansive commerce clause is the power to regulate private agreements. I disagree. As an originalist, an originalist interpretation of the Constitution would lead to a different conclusion. If we took the Ninth Amendment seriously, if we took the principles of liberty, of contract seriously, we would acknowledge that the Constitution affords protection for such agreements. We have no business asking the PGA about their negotiations or what they might do or what they might not do. It is not the business of government.

If members of the Senate wanted to express their outrage over Saudi Arabia in a meaningful way, I gave them an opportunity to do so. In December 2021, I proposed canceling a \$650 million sale of 280 advanced air-to-air missiles and 596 missile launchers to Saudi Arabia, but there was no congressional hearing. We are here today talking about golf, but we did not have one congressional hearing over sending hundreds of millions of dollars of advanced weapons to Saudi Arabia. There was no expression of outrage. Instead, 67 Senators voted against my proposal and voted to continue selling arms to Saudi Arabia.

It is time that Congress rediscovers the presumption of liberty, that our first recourse is to defend the unenumerated rights of private actors, not to expand our few and defined powers to regulate anything we may personally dislike. As a member of this institution, I find no grounds for government to be involved in the game of golf.

But are there legitimate questions? Could we have legitimate hearings? Are there things we should be discussing? Of course. Do the 9/11 victims have a legal obligation owed to them by the Saudi Arabian government? It is a real question. Should we be involved with selling arms to Saudi Arabia? It is a real question, should be debated, and we should have votes on these things. Should we be involved in the war in Yemen? Nobody in Congress ever voted to go to war in Yemen, and why the hell are we involved in that war?

Furthermore, with regard to sports, there is a valid discussion that should be going on, and we should have a discussion of, and that is the antitrust involvement in sports. I think, like most antitrust, it is topsy-turvy. It is flipped upside down. It is doing the wrong thing. PGA mentioned they have some rules. You join the PGA; you have to obey some rules to be part of the PGA. If you do not obey those rules, they should have the right to exclude you.

That is what associations are about, if you do not allow them to have rules.

The court has totally screwed this up, and Congress has let them. The court ruled unanimously that the National Collegiate Athletic Association (NCAA) cannot invoke their rules, and so they have completely screwed up college athletes. We used to be proud. Many of us love watching amateur athletes that were not paid. Now everybody that plays basketball in college is going to be driving a Bentley or a Rolls Royce. We are going to be seeing rap stars instead of basketball stars. This is crazy.

But you know why it happened? Because Congress sat around and said, "Oh well, because of antitrust we cannot let the NCAA do it." It went to the court, and the court made the ruling, unfortunately, a unanimous ruling based on the law, so the law has to change.

Antitrust should not be involved with associations. It should be involved with the PGA. It should not be involved with the NCAA. For the most part, antitrust in our country actually does the opposite of what it is intended to do.

I will give you another example. As a physician, if five physicians get together and say, "We do not like Blue Cross paying us \$80, and we want to get \$100 in exams from Blue Cross," or from United, or from Humana, from some billion-dollar company, do you know what antitrust does? Antitrust sues five doctors and says, "You cannot talk about this." It is ridiculous. Antitrust is actually protecting the big people versus the small people.

But it is a unique situation to talk about associations, particularly sports associations. Antitrust should let sports associations—you do not have to join PGA. You do not have to join the sports association. You can be outside the NCAA. But the only way they had power was because they had the power of a large body, and there was prestige in being part of the NCAA.

All of that is gone. It is the Wild West, and nobody knows what is going to happen to college sports, but nobody is really happy about it.

There always are professional sports, and as someone who grew up in a sport that was not one where you were well remunerated, I understand the idea of trying to allow some contracts. There were some in-betweens on these things. For swimmers. Swimmers do not really have professional sports. But at the same time there was a way to probably do this that could have been done through the NCAA, but the courts gutted the NCAA, and Congress sat by and watched this.

There are legitimate concerns that we could look into, as Congress, but I do not think it is a legitimate concern to berate private individuals over contracts, to get involved and say, "What are you going to do? Will you promise me the contract will not do this?" That is not the role of government to tell people, "Oh, you cannot make a contract doing this." No. In a free country you make contracts. They are the business of the people making contracts, and government should not be involved in this at all.

I see a certain illegitimacy to the whole proceeding today. Valid questions about Saudi Arabia that should be addressed, but we are

not addressing the valid things because we have a show trial, basically, of a private organization, which I think is inappropriate.

Senator BLUMENTHAL. Thank you, Ranking Member Paul. I am going to take the prerogative of the Chair to address at least the legal issue that you have raised, the constitutional question. Congress' authority to investigate here and investigate golf comes from Article I, Section 8, of the Constitution, which gives us the power to lay and collect taxes and to regulate, and therefore, investigate interstate commerce. I do not need to tell anyone in this room golf is a \$100 billion industry. Mr. Dunne himself has referred to the billions of dollars, \$3.6 billion, I believe, that the PGA Tour has provided to charity. In my own State, the Travelers Championship brings \$60 million to my State annually, and millions of dollars to local charities.

The PGA Tour has a major impact on our economy, our way of life, our image in this country, our self-image, and our image abroad. The PGA Tour also derives tremendous benefits from tax laws established by Congress because it operates as a 501(c)(6), not-for-profit entity, and that provision of law has received little scrutiny. This inquiry may lead to close scrutiny of 501(c)(6). A study conducted in 2013 found that this benefit was worth at least \$200 million to the Tour between 1993 and 2013.

Congress has a long history of conducting oversight on matters related to sports. I participated in a number of them involving the NCAA, domestic violence in the National Football League (NFL), doping in major league baseball, sexual assault in women's gymnastics, and anticompetitive practices in multiple sports.

But most importantly, as I said in my opening remarks, this hearing and our investigation is ultimately not about golf. We are here because we are concerned about the PGA Tour's deal in terms of what it means for an authoritarian government to use its wealth to capture American institutions, to capture American institutions, because we are an open society. I have joined Senator Paul in many of his amendments, advocacy, and so forth, involving the Saudi government, and I appreciate much of what he has said about it, but I do think that there is not only a legitimate role here, an imperative role for this Committee and the U.S. Congress.

Senator PAUL. Point of inquiry?

Senator BLUMENTHAL. Yes, sir.

Senator PAUL. Nothing in Article I, Section 8 of the Constitution allows Congress to intervene or involve itself in private contractual negotiations.

Senator BLUMENTHAL. If that is an inquiry, the answer is nothing explicitly authorizes intervention. But as you well know, anti-trust law, consumer protection law, many other laws involve protection of public interests and individual interests because the public interest demands it.

Senator Scott.

OPENING STATEMENT OF SENATOR SCOTT

Senator SCOTT. Sure. I did not get to participate in the whole hearing, and I have to go to another hearing, but first off, thank you for being here. You are a great Florida company. As you know, golf is really important to our economy. I cannot imagine doing

what you are doing, trying to negotiate a deal, when you have cameras in front of you. My prior life was negotiating deals and doing deals, and it is very difficult to get a deal done that way, so I think that is pretty frustrating for you guys.

But could you talk about, take a State like Florida, or you can pick any other State, the importance of what golf is doing from a charity standpoint, from building a global brand standpoint, and how important golf has become to this country.

Mr. PRICE. Senator Scott, I will be happy to speak to that, and I am happy to tell you that in addition to the PGA Tour being headquartered in Florida, and our flagship Tournament Players Club (TPC) Sawgrass being there, we conduct 10 tournaments in your State. Those tournaments generate over \$30 million for charity annually. Cumulatively, our tournaments in the State of Florida have generated over \$800 million for charity, and our annual economic impact in Florida is over \$800 million.

Importantly, those are the types of things that we are trying to protect, our ability to do that. If we can move from the framework agreement to the definitive agreement in which the PGA Tour has absolute control, we will be able to continue to do that, and we will be able to expand our economic impact in Florida and across the Nation. We are in 34 States now. We have an economic impact of over \$4 billion. We think we can grow that significantly if we can reach the definitive agreement.

Mr. DUNNE. Thank you, Senator Scott. I think golf is a force for good. I think if people get to know each other and play golf I think it will solve a lot of problems. I think to the degree that golf is a global game, it is incumbent of all of us to try to reach out and try to avoid things, and maybe there is a possibility of meeting people with different faiths, different religions, different colors, that we can get to know better, and maybe we can have a better world. That is how I look at it.

Senator SCOTT. Thank you. Thanks for being here. Good luck.

Senator BLUMENTHAL. Senator Marshall.

OPENING STATEMENT OF SENATOR MARSHALL

Senator MARSHALL. Thank you, Mr. Chairman, and welcome to our guests.

When I think about life at this level, typically motivations are sex, money, or power. As we look at this merger I am trying to figure out why. Where is the money? Where is the power? I will start with you, Mr. Price. Who is losing out on money and who is losing out on power in this deal?

Mr. PRICE. Thank you, Senator. We had two options. One was being in a situation where we faced the threat of professional golf being taken over by LIV Golf, which is 100 percent funded by the Public Investment Fund. The second option is for the PGA Tour to continue to lead professional golf, operated in accordance with our—

Senator MARSHALL. Specifically, who? Who is going to be making less money and who is going to have less power because of this merger? Someone is losing out. I would assume that is why we are here today.

Mr. PRICE. Senator, I would describe it as a situation of where the PGA Tour stays in the same position that it is in. Our players and our charities win. I do not know that anyone is losing. I think it benefits all of our constituents.

Senator MARSHALL. There are no individuals that will be losing because of this, financially.

Mr. PRICE. No, sir, because we are healing a fracture, a fracture in professional golf.

Senator MARSHALL. Mr. Dunne, same question for you, I guess, is who is losing out? Who is the loser in this? Who is losing money? Who is losing power?

Mr. DUNNE. That is a very good question, Senator. The Tour of golf is the winner because we continue to uphold the standards and traditions of the meritocracy. Professional golf is hard. You have to really work hard. It is fragile. You have windows—

Senator MARSHALL. In your opinion there is no private investors—I do not understand the complexity of your nonprofit organization, but there are no individuals that will be losing money because of this, you do not think, no individuals losing any power.

Mr. DUNNE. The lawyers will lose money, absolutely, and that is \$100 million a year, between everybody.

Senator MARSHALL. OK. Who has the most to gain from a power and a financial—I will stick with you, Mr. Dunne—who is gaining from this financially, and with power?

Mr. DUNNE. I am sorry. Are you asking me?

Senator MARSHALL. Yes, sir. Yes.

Mr. DUNNE. I think the PGA Tour definitely stays intact and becomes more powerful, and I think, I hope that in a more constructive way, Yasir gets a more productive role in the game of golf, because I think the PGA Tour product is vastly superior. That is my opinion.

Senator MARSHALL. Thank you. Mr. Price, who do you think gains the most from this financially, and control?

Mr. PRICE. Thank you, Senator. I firmly believe it is the PGA Tour's constituents, our players, our fans, our sponsors, and charity all clearly win under the framework agreement, if we can reach a definitive agreement.

Senator MARSHALL. OK. I am sure this question has been asked earlier. I have been in another committee. But as I review the document provided us, a lot of this was done in the dark of the night, so to speak, and I think some of even your own Members were surprised when they saw this deal put together.

Mr. Dunne, was what your reaction? Were you on the inside when all this was happening? I do not recall.

Mr. DUNNE. Yes, Senator, I had originally reached out.

Senator MARSHALL. OK. You were in from the beginning. How did some of your friends and long-term members react to this, to you personally?

Mr. DUNNE. Twofold. They were stunned, and the rollout was very misleading and inaccurate, which is everyone's fault. There is no merger. There is no deal. There is simply an agreement to try to get to an agreement and settle the lawsuits. You had an initial surge of anxiety due to the ineffective and inaccurate rollout, and now it is settling in that there is nothing there yet, and we are

having the reality of having to try to figure out something which is done with unbelievable transparency. There is an issue about sometimes too many cooks in the kitchen. In this case everyone in the world is in the kitchen, so it is going to be difficult, but we are going to work hard at it.

Senator MARSHALL. Thank you for that answer.

Today we are here on the Permanent Subcommittee on Investigations of the U.S. Senate Committee on Homeland Security and Governmental Affairs, and trying to figure out why this issue was raised to this level. I have to tell you, no one back home has asked me, "Hey, what does the Senate think about this merger?"

At the same time, every day somebody asks me, "Why were we funding viral gain-of-function research in Wuhan, China?" They ask me, "Why is the Centers for Disease Control and Prevention (CDC) now pushing a medication that is not safe to be used to help biological men make a milk-like substance," the CDC, in direct contradiction to the Food and Drug Administration (FDA). They ask me about the President's son, and they are concerned that he is running a criminal enterprise out of the White House, and now more questions than answers on the cocaine found in the White House. Those are the questions that people ask me about, why are we not investigating them.

I do not see that this is prudent to the daily lives of American working families who are paying twice as much for groceries and gasoline than they were 2 years ago. Many of you have said that the LIV organization is the Saudi's way of sportswashing, and I want to dig a little bit deeper into that. What was China doing when they hosted the Olympics but a few years ago but sportswashing, trying to wash their enslavement of hundreds of thousands, perhaps millions, of Muslims, trying to sportswash their purchase of thousands of United States farmland acres, to sportswash their research into bioterrorism weapons. Why are we not investigating those issues? Why are we not investigating the 90 percent of the counterfeits that come into this country are made in China, 90 percent of the fentanyl that comes into this country is made in China. They steal \$500 billion of intellectual property from us every year. Those are the things that we should be investigating. Those are the things that Kansans want to know.

I look forward to the day when we have honest discussions in this Committee and our investigation powers to investigate our own out-of-control Federal bureaucracy that actually impacts the American people.

I have no further questions, Mr. Chairman, but I do want to wish the very best of success to Topeka, Kansas' own PGA great, Gary Woodland. We are very proud of him. Thank you so much.

Senator BLUMENTHAL. Thanks, Senator Marshall. Senator Hawley.

OPENING STATEMENT OF SENATOR HAWLEY

Senator HAWLEY. Thank you very much, Mr. Chairman. Thanks to the witnesses for being here. I think I heard you testify to the Chairman a little bit ago that you may take \$1 billion or more from the Saudis. Let us talk about some of the money that you have

taken from Communist China, speaking of sportswashing. What can you tell me, Mr. Price, about the PGA Tour China Series?

Mr. PRICE. Thank you, Senator. The PGA Tour China Series was last operated in 2019. We have not operated it since then and have no plans to continue that series.

Senator HAWLEY. You do not have a PGA Tour in China at all right now?

Mr. PRICE. We do not.

Senator HAWLEY. What about the PGA China Tour? Let us look at the quote here from Mr. Greg Gilligan. "PGA Tour China is truly thrilled to be partnering with Shangkai Sports on the PGA Tour Series China. Shangkai is a world-class organization with great experience of connecting expectations of international sports bodies with an understanding of the Chinese market." This is not happening?

Mr. PRICE. I am not sure, Senator, what the date on that quote is, but we have not conducted the PGA Tour China Series since 2019.

Senator HAWLEY. You just signed a 20-year agreement to conduct a Tour series in China. Correct?

Mr. PRICE. It has not been conducted since 2019.

Senator HAWLEY. Did you take \$45 million in financing from the Yao Group to conduct PGA Tour China?

Mr. PRICE. No, sir, we did not.

Senator HAWLEY. Your spokesperson said, this is Laury Livsey, "PGA Tour China is owned and operated by the PGA Tour and supported by the General Administration of Sports of China and the China Golf Association." So you are saying this does not exist anymore. When was it shut down?

Mr. PRICE. It has not operated since 2019.

Senator HAWLEY. Did you return the money?

Mr. PRICE. We were not paid \$45 million. I do not recall the specific details of the agreement. We received a sanction fee, as I recall, for the series of events, and there was an operator within China that actually operated the events.

Senator HAWLEY. You are saying you do not know anything about this.

Mr. PRICE. No, sir, I did not say that. I said it has not been operated since 2019, and I do not recall the specifics of the agreement, but I can certainly get those to you.

Senator HAWLEY. I know the specifics of the agreement. The Chinese private equity firm, Yao Capital, financed the PGA Tour Shangkai deal with a \$45 million investment. The Yao Capital firm has direct ties to the Chinese Communist Party (CCP). Does that concern you? It concerns me.

Mr. PRICE. Senator, we are not operating there anymore, and I believe I can get the details. That money went directly to an operator in China, not the PGA Tour.

Senator HAWLEY. It was a deal between the PGA Tour and a Chinese company to do a series of events. You at least admit those events happened just a few years ago, right?

Mr. PRICE. They did happen for a series of years.

Senator HAWLEY. OK. You are telling me that you are not going to do any further business in China. You have no contracts with

any Chinese entities, and you are not going to operate PGA events in China.

Mr. PRICE. We have no plans to continue that series at this point in time.

Senator HAWLEY. You are not going to operate any other series. You are not going to do anything in China. Do I understand you correctly?

Mr. PRICE. We have no present plans to do that.

Senator HAWLEY. Has the PGA, given your past business relationships with Chinese entities, have you taken a stand, a stance, on the Uyghur concentration camps? Have you condemned the genocide there?

Mr. PRICE. Senator, we firmly support human rights, and we are very concerned about what has happened there, but we leave those type of matters to our U.S. Government. But we certainly do not condone that type of activity.

Senator HAWLEY. Wait a minute. When you say you leave the matters to the United States government, I am asking you, will you speak out against the persecution and internment of Uyghurs in China? You have done business in China. You have conducted Tour events in China. You have accepted money from Chinese entities in some form of a partnership. Do you condemn the concentration camps that currently, as we sit here and speak, are imprisoning Uyghurs, religious minorities, in that nation?

Mr. PRICE. Senator, we certainly do not condone or support that type of activity. Yes, sir.

Senator HAWLEY. OK. Let us talk a little bit about your lobbying activity as it relates to the Saudi deal. Public reports say that you paid lobbyists last year, in one quarter of the year, six figures or more as to lobby Congress on the Saudi golf league proposals. What was that related to?

Mr. PRICE. Senator, we went to Members of Congress as we faced a very threat to our existence, to make them aware of what the Public Investment Fund was attempting to do through its operations of the LIV Golf series.

Senator HAWLEY. I mean, make Congress aware and ask for what? What did you want this body to do?

Mr. PRICE. Senator, anything that the Congress could do within its power to help preserve an American institution.

Senator HAWLEY. This is before you agreed to take \$1 billion from the same people that you were lobbying against a year ago?

Mr. PRICE. Senator, we faced a choice. One was to allow professional golf to be taken over and operated by the Public Investment Fund and the Kingdom of Saudi Arabia. The second was to allow the PGA Tour to continue to lead it, in accordance with our mission and our values for the benefit of our players and charity.

Senator HAWLEY. Let me come back to, if I could, this issue with the PGA Tour of China Series. What did you not disclose your activities and your partnership with Yao Capital and the Shangkai Group? What did you not disclose it on your Form 990? You are a tax-exempt organization. Is that right? I think you testified to that effect.

Mr. PRICE. 501(c)(6) tax-exempt organization.

Senator HAWLEY. OK. You have to file a Form 990. Is that correct?

Mr. PRICE. Yes, sir.

Senator HAWLEY. The Form 990 contains a Schedule F. Is that correct?

Mr. PRICE. Yes.

Senator HAWLEY. This Schedule F requires you to disclose any activities conducted overseas, including unrelated trade or business programs, services, fundraising activities, investments, or maintaining offices, employees, or agents for the purpose of conducting any such activities. Your Form 990s did not disclose anything related to your dealings in China. Why not?

Mr. PRICE. Senator, our intention is to fully comply with all the disclosure requirements on Form 990. If there is a disclosure requirement that we should have made that we did not, we will get that corrected.

Senator HAWLEY. Were you attempting to paper over what you had done in China and your partnership with these Chinese entities?

Mr. PRICE. Absolutely not, Senator.

Senator HAWLEY. Thank you, Mr. Chairman.

Senator BLUMENTHAL. Thanks, Senator Hawley.

We are going to begin a second round of questions, if any of our colleagues arrive in the meantime. We are also, I think, scheduled to have a vote at 11:30, so at some point we may have to take a brief recess.

I want to come back to the disparagement issue and the non-disparagement agreement so everybody understands, I get it that you do not feel that you have a deal. But the litigation is gone, right?

Mr. PRICE. Yes, sir.

Senator BLUMENTHAL. It is history.

Mr. PRICE. Yes, sir.

Senator BLUMENTHAL. Whatever threat LIV Golf represents to you, it is no longer the costs of litigation. Tomorrow you could go through an initial public offering (IPO), you could go to private equity funders, you could go to the players if they wanted to own as well as be members of the PGA Tour. You have a lot of options right now. Correct?

Mr. PRICE. Senator, if we chose one of those options we would still be facing a real threat that LIV Golf and the \$700 billion Public Investment Fund would continue to recruit our top players—

Senator BLUMENTHAL. But Mr. Price, players have stood by you. Mr. Dunne himself—and I want to hold up this quote, which I think is so powerful, talking about Tiger Woods and the offer of \$700 million—“it takes a lot to say no to a bucketful of money”.¹ These players, who stood by you, are heroes. They deserve our thanks. I am betting—because I never want to bet against America—that America will be on your side, thick or thin. Do you agree, Mr. Dunne?

Mr. DUNNE. Senator, it is an excellent line of questioning, and thank you for raising it. We are contractually obligated to try to see if we can come to a deal that makes sense, will meet all our

¹The quote referenced by Senator Blumenthal appears in the Appendix on page 342.

obligations. As Senator Johnson and Senator Marshall pointed out, when it is in this massive transparency it will make things difficult. If it ends up we do not get to an agreement, which is possible, LIV Golf will still be there, they will still have a lot of money, and we will have to do all the things you are talking about.

Senator BLUMENTHAL. You still have the choice to stand up against sportswashing, against the Saudi monarchy, against the hundreds of billions of dollars, and maybe a lot more that the Saudis will throw at you and stand up for America because America is going to stand up for you, and maybe you are contractually bound to give it your best efforts to reach an agreement. But there is something that stinks about this path that you are on right now because it is a surrender, and it is all about the money, and that is the reason for the backlash that you have seen, Mr. Price.

The equity ownership interest that the Saudis will have—and that is a term from this agreement—gives them financial dominance. They control the purse strings. You may say that your objective is to prevent a non-disparagement clause, but as I read the non-disparagement clause in this agreement, “each party agrees and covenants that it will not, at any time, directly or indirectly, make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the other party, their affiliates, and ultimate beneficial owners or their respective businesses, directors, employees, officers, shareholders, members, or advisors.” That is about as broad a non-disparagement clause as I have ever seen, and I have been a law enforcer for most of my career, as the U.S. Attorney in Connecticut, as Attorney General (AG) of my State for 20 years, as a private litigator.

In 2019, General Manager Daryl Morey of the Houston Rockets tweeted support for Hong Kong. The National Basketball Association (NBA) stood by him, even though China imposed significant economic costs on the NBA in an attempt to get the league to suppress his speech.

Will you commit today, Mr. Price, that the PGA Tour will not punish any members who criticize the Kingdom of Saudi Arabia or human rights anywhere, regardless of this new relationship with PIF? Can you commit that the final agreement, and the PGA Tour, will not punish anyone for criticism of anybody in Saudi Arabia?

Mr. PRICE. Thank you, Senator. I can tell you that under the framework agreement, our players are absolutely free to speak their mind without any cause for—

Senator BLUMENTHAL. You might want to check with Governor al-Rumayyan, because you are a membership organization. Your commitment is on behalf of that organization. The athletes are members of it. You do not have to be a legal scholar to know that there is potential liability here.

Mr. PRICE. Senator, our position is that the players are free to speak their mind under that agreement, and that is the way we would interpret it.

Senator BLUMENTHAL. Will you commit to protect player expression, go to court if necessary, re-litigate, sue PIF or anyone who tries to inhibit their speech?

Mr. PRICE. Senator, we are a membership organization, and we always take our player interests very importantly, and we would try to protect their interests.

Senator BLUMENTHAL. The answer to that question should be, "Yes, we will do it proudly. We will protect our players."

Mr. PRICE. We will protect our players proudly.

You asked me about the definitive agreement. We would not recommend any definitive agreement to the board for approval that had such a clause in it.

Senator BLUMENTHAL. That is less than what I would like to see as a commitment here.

Let me turn to some of the other questions that were raised. By the way, the agreement that has been put in the public realm is the result of your disclosing it. Correct?

Mr. PRICE. Yes, sir.

Senator BLUMENTHAL. OK. It is not like we ferreted it out or infringed on the privacy of your negotiations. You disclosed it voluntarily.

Mr. PRICE. It was disclosed to this Committee and then we disclosed it.

Senator, if I could add one other thing—

Senator BLUMENTHAL. Sure.

Mr. PRICE [continuing]. With regard to, because I think, there may not be a clear understanding with regard to control. We do not have an agreement now. We only have a framework agreement. We would not move to a definitive agreement unless the PGA Tour is in complete control of the new entity, which will be a PGA Tour subsidiary controlled by the PGA Tour board and operated for the benefit of all of our constituents—our players, our fans, our sponsors, and our charity. If that is not where we end up, we will not even recommend approval, much less the board would not approve that.

Senator BLUMENTHAL. I am not here to argue with you or parse the terms of the agreement, Mr. Price, but the simple fact is that the Saudi government is the dominant owner here. It has the equity interest. It controls the purse strings. It has the money, and the money is the reason you surrendered in this agreement. The money will be there going forward. A billion dollars is just the beginning. I think the American people can see through some of what you may be stating with the best of intentions.

Let me follow up on the question that Senator Hawley raised. Will you commit that you will have no PGA Tour events in China going forward?

Mr. PRICE. Senator, I am not in a position to commit the Tour indefinitely, but we do not have anything planned for the foreseeable future.

Senator BLUMENTHAL. That will depend on what the new entity, the NewCo, decides.

Mr. PRICE. The PGA Tour will have full control over that entity, and it will determine its schedule and where our tournaments are located, or otherwise we would not recommend approval of the definitive agreement.

Senator BLUMENTHAL. Will you commit to have no PGA Tour events in Russia?

Mr. PRICE. Senator, I cannot commit the PGA Tour for the long term, but we certainly do not have any plans to conduct any events in Russia.

Senator BLUMENTHAL. What are the current assets of the PGA Tour?

Mr. PRICE. Our total assets are approximately \$3 billion, net assets that Senator Johnson referenced earlier, \$1.3 billion.

Senator BLUMENTHAL. I am sorry. Which figure is correct?

Mr. PRICE. Net. The gross assets, approximately \$3 billion. Net assets Senator Johnson referenced earlier are approximately \$1.3 billion.

Senator BLUMENTHAL. I have a breakdown for 2021, of the PGA's revenue. Maybe we can put that chart¹ up. The PGA Tour brought in over \$1.5 billion in revenue in 2021. Less than 3 percent of it, \$43,694,020, was expensed as charitable grants. I do not mean to minimize that amount. It is a lot of money. But my question is where did the rest of it go?

Mr. PRICE. The rest of our revenue would have been the cost to produce the revenue, and our largest cost is what we pay our players who compete for prize money through our tournaments.

Senator BLUMENTHAL. How much of that money went to players?

Mr. PRICE. I would have to check, in 2021. I can tell you, in 2023 we will distribute almost \$1 billion to our players.

Senator BLUMENTHAL. Out of how much revenue?

Mr. PRICE. Our gross revenues in 2023 are approximately \$2.1 billion.

Senator BLUMENTHAL. Would it be fair to say that the remainder of that amount goes to produce the tournaments?

Mr. PRICE. It is cost of producing the tournaments. It is the cost of generating the revenues. There is charity distributed also.

If I could add, Senator, for clarification, we are a 501(c)(6) membership or trade association. Our mission is to generate economic opportunities for our players. But we have voluntarily structured our tournaments in a way so that the net proceeds of our tournaments go to charity. In addition to what you had on that chart, there are tournaments who are giving their net proceeds to tournaments, because we partner with 501(c)(3) organizations. That is how we generated over \$215 million for charity last year, and over \$3.6 billion cumulatively.

Senator BLUMENTHAL. You own a number of the tournaments. Like the Travelers in Connecticut you own. Correct?

Mr. PRICE. No, sir. We partner with a 501(c)(3) organization who conducts that tournament.

Senator BLUMENTHAL. You partner with them. But who owns the tournament?

Mr. PRICE. We conduct the competition, but the local charity organization that we work with in Hartford sells the tickets, the hospitality, and sponsorship, and the net proceeds they generate, which are annually I think are approximately \$2 million, goes back to charity in the local Hartford community.

¹The chart referenced by Senator Blumenthal appears in the Appendix on page 341.

Senator BLUMENTHAL. If this litigation is ended and your revenue is almost \$3 billion a year, why do you need the Saudis' billion dollars?

Mr. PRICE. We did not seek the Saudis. We were in a situation of where we faced a real threat of—

Senator BLUMENTHAL. But you could go elsewhere for \$1 billion, \$3 billion, maybe \$50 billion. Correct?

Mr. PRICE. We could, but if we went down that path we would end up giving up total control of the PGA Tour. In this particular situation, not only did we preserve the Tour's future leadership of professional golf—

Senator BLUMENTHAL. But you could insist on the same requirements for independence of the Tour that you are insisting on, you say, from the Saudis.

Mr. PRICE. We could potentially try that approach, but we would still face the threat of a \$700 billion fund recruiting our players and operating a league in an irrational economic manner.

Senator BLUMENTHAL. Again, I can only emphasize to you, Mr. Price, that your players, like Tiger Woods, gave up hundreds of millions of dollars. They stood strong. I hope the PGA Tour will as well.

I may have more questions, but apologies to my colleagues. I am going to turn to Senator Johnson for his second round.

Senator JOHNSON. Let me first state, Mr. Chairman, I do not think it is appropriate to be asking these representatives of the PGA to make assurances in terms of what they will and will not do. Obviously, they have to assure us that they will follow the law, but exactly how they operate, they are a private organization. They have to deal with a complex set of issues in terms of running a league for the benefit of their players, and I would say for fans.

I think things have gotten muddled here. First of all, the PGA never would have sought additional funding. You did not need it. The only reason you are looking for funding from the PIF is an accommodation for PIF to have a seat at the table in running golf. If you do not offer them that seat, they will take their \$700 billion, a portion of that, and they will just keep picking off players, one by one, until they destroy the game of golf at the highest competitive level.

Mr. Dunne, is that not how you see it?

Mr. DUNNE. Thank you, Senator. It is very important that we did not decide one day we will go over to Riyadh and bring these guys in here.

Senator JOHNSON. You were highly reluctant to reach out to them.

Mr. DUNNE. We got to the table because of the existence of LIV. They own 100 percent of LIV. They have billions of dollars in LIV. They have no economic constraint. They have no time constraint. When you deal with a normal investor they want a return quickly. They have a long horizon. I do not exactly know all their thought process, but they do it differently.

They sued us. We did not decide to sue them. They took our players. Their entire existence is based on taking more of our players. That is just the reality. We are not complaining about it. That is what it is.

Senator JOHNSON. First of all, you would be justified in complaining about it. You faced an existential threat. You faced this for 2 years. You engaged in litigation and spent, what, about \$50 million trying to defend yourself, and all of a sudden there was a way out of this.

Mr. DUNNE. Potentially.

Senator JOHNSON. There was a truce, because of some favorable court hearings or rulings, but there was no guarantee that you were going to continue to win court rulings. You could have lost.

I will answer Senator Marshall's question. From what I know, it seems like you have achieved, in a really bad situation, between a rock and a hard place, you actually carved out a win-win situation. Again, that is not to speak to the sportswashing aspect of this and the concerns. Again, Mr. Dunne, if anybody has a concern of what happened on 9/11, it is you. You lost, again, 40 percent of your colleagues. You are a mentor in this.

We need to recognize the reality you faced, that you still face. There is no deal. There is no guarantee you are going to have a deal. If you do not get a deal, you will have the Saudis willing to spend billions and billions, and at some point in time players that were loyal to the PGA Tour will say, "This is not going away. I am chump for not accepting \$10 million, \$50 million, \$100 million to go over to this league. We will leave the PGA Tour behind." Now rather than playing for the purity of the competition, for the title, 'it is just about money. I make \$10 million whether I win or not, just by showing up.'" That destroys the game of golf. That is my perspective of this.

Can you tell me where I am wrong, or where I am right?

Mr. DUNNE. Senator, golf is a little different. You have to show up and dig it out of the ground. Senator Blumenthal, I guess that quote I said, that it takes a lot to turn down a lot of money, if I recall I think it was in reference to Tiger Woods, and he is the example of that. He digs it out of the ground.

It is hard. It is hard to say no to all of that, and we have a lot of unbelievably gutsy guys that love the game, that have said no, and we want to support them every way we can, one way or another. We will be there, and we will do that.

Senator JOHNSON. By the way, it sounds like the PIF, reading the documents behind this, that they were recognizing the players that stayed true to the PGA Tour and they were going to figure out some way to compensate that. I saw that in the documents. They were obviously aware of that. Correct?

I am running out of time, but I want underscore. My concern about holding this hearing—and I could say a whole lot more—but I do not want to queer the deal. This is a delicate negotiation. There is nothing certain about this. Again, from what I say, out of an awful situation, Mr. Dunne, by you reaching out, and the other people negotiating this, are getting about as good a deal as we can expect, that is about a win-win situation, recognizing what Mr. al-Rumayyan was looking for, a seat at the table, some say in how golf operates, but no control. You retain that control.

My suggestion—and again, I do not say that Congress does not have a role to play. We talked about that in terms of antitrust, and maybe once there is a deal to come back and take a look at this.

But, for the time being, Mr. Chairman, I would recommend we give these guys the space to negotiate something. I think their motivations are pure. They are trying to preserve this game. They are trying to do right by their players. They are trying to do right by this country. Give them the space to negotiate a deal, and then if we have a problem with it we can come back and look at it later.

But Mr. Price and Mr. Dunne, do you have any comments on that?

Mr. PRICE. I agree with what you said, Senator Johnson. We are trying to negotiate a deal that preserves our leadership role in professional golf so that we can fulfill our mission for our players and charity. If we cannot do that as we negotiate the deal we will not recommend a definitive agreement for approval.

Senator JOHNSON. Again, if you do not get a deal the Saudis will keep pouring billions into this. Over time, those players who have shown the loyalty to the PGA Tour will at some point in time say, "I have to provide for family."

Mr. Dunne, you talked to me in my office. Golf, you are two bad swings away from losing the confidence to be able to compete at that high level. Pretty tenuous. All of a sudden a deal with LIV could be pretty attractive.

Mr. DUNNE. Senator, there is no denying that, and some players that have went have expressed that, that that is a reality. It is hard. Professional golf is very hard. If we are able to get to an agreement, a definitive, which—and candidly, I appreciate Senator Blumenthal's concerns.

Senator JOHNSON. We all do.

Mr. DUNNE. We are all concerned about the same things. With that good guidance it will help us in the negotiation, to know what is important or not. But if we do get to an agreement, the players that stayed, we want to do everything we can for them, and we want to do everything we can for the game, and we want to do everything for the sponsors and the charities, and that is what we are trying to do. That is what we are really trying to do.

Senator JOHNSON. Again, I appreciate your challenge, I appreciate what you are up against, and I wish you the best of luck.

Mr. DUNNE. Thank you.

Mr. PRICE. Thank you.

Senator BLUMENTHAL. I have a number of responses, but in the interest of deference to my colleagues who are waiting to ask questions I am going to turn to Senator Carper.

OPENING STATEMENT OF SENATOR CARPER

Senator CARPER. Mr. Chairman, thanks. Thanks so much for bringing us together here today. Mr. Dunne and Mr. Price, it is good to see you. Thank you for your time and for your input.

As the former Chairman of this Committee, the Homeland Security Committee, and as actually the former Ranking Member of this Subcommittee that is gathered here today, I hope that this the first of a number of hearings that will provide our colleagues an opportunity to work together on a range of issues that will benefit the American people.

Mr. Dunne and Mr. Price, again we thank you for joining us in an effort to shine some line on a topic that has generated a whole

lot of interest, and not just from Congress but from sports fans and concerned citizens here at home and probably beyond our borders.

The proposed framework agreement between the PGA Tour and Saudi-based Public Investment Fund is a complex issue that will likely impact the game of professional golf for a long time, maybe decades to come, and may set a precedent for other professional sports leagues here in the United States. I am aware that there are probably more questions than answers at this early stage, but I am glad that we have an opportunity to start asking them today.

I go back and forth on a train most nights to Delaware. It is an easy train ride, about an hour and a half, and my wife and I live there. Oftentimes she will say to me, "What are you all doing today? What are you working on today?" and "At the end of the day, what happened?" She will ask me, I am sure, when I get home tonight, "What did you work on today?"

She is from North Carolina. She was born in North Carolina. I was born in West Virginia, an unlikely place to have an interest in golf, I would say. But there was a golfer there named Sammy Snead. Before there was Jack Nicklaus, before there was Arnold Palmer there was Sammy Snead. It was bigger than life, in the State of West Virginia, where my sister and I were born. Later we would live in a place called Danville, Virginia.

My dad would actually take me with him not to play golf but to caddy. They would have a foursome that would play every couple of weeks, and I would get to caddy and make a few dollars. One day one of the foursome did not show up, and my dad said, "How would you like to play golf?" I was like 12 years old. I got to use his clubs. When I stood beside the golf clubs they were as tall as me. He made me count every stroke. I shot that day a 214. [Laughter.]

But I was encouraged by my dad and the others who were playing golf that day. They thought I might have set some kind of record, which is probably true. But the next time I played I cut 65 strokes off my score.

Mr. PRICE. Good trend.

Senator CARPER. I could only do better. There were talks in the foursome, including my dad, that I was marked for greatness, the second Sammy Snead. That was not to happen.

Still, I enjoy the game of golf, and I know, Mr. Price and Mr. Dunne, I know that you love the game of golf as well. I think that you and the PGA Tour can be proud of the values of the Tour and the charitable mission of the Tour. In your testimony I think you both state that the PGA Tour has contributed millions of dollars to charities local to where tournaments are played, including in Wilmington, Delaware, which hosted, last year, the Bayerische Motoren Werke (BMW) Championship. On the Ladies Professional Golf Association (LPGA) side we hosted, for many years, the Ladies PGA Championship in Delaware, and raised a whole lot of money for a very good cause there in our State too.

I am told that the Evans Scholars Foundation in Delaware, which provides tuition and housing assistance for low-income college students who work as caddies, that they received additional funding thanks to the effort that we are talking about here today.

I am grateful for the support that your organization has lent to our State and to countless others.

Having said that, I am going to say I am concerned, as I am sure you are too, that Saudi Arabia's human rights record runs counter to the Tour's stated values of inclusion and respect. My question, as a result, just maybe one question for both of you. Are you concerned that the proposed framework agreement will provide the Saudi Arabian government the opportunity to hide its human rights record behind the Tour's values.

Also, I know that my colleague, I think our Chairman, Senator Blumenthal, may have touched on this issue earlier during the hearing. But if the proposed framework agreement becomes finalized, can you definitively tell us that the PGA Tour and its players will be able to speak freely about the human rights record of Saudi Arabia?

Mr. PRICE. Thank you, Senator, and yes, I can tell you that if the framework agreement, if we move from a framework agreement to a definitive agreement, our players will be freely able to speak about Saudi Arabia. The PGA Tour fully supports human rights. We support complete access to our game from all individuals, whether they are participating or attending our events. The only way we will move forward with a definitive agreement is if the PGA Tour is in complete control and our tournaments continue to be operated in accordance with our mission and our values, which includes operated for our players but also the charity, as you so appropriately mentioned, with the BMW Championship that was conducted in Wilmington last year.

Senator CARPER. All right. Thank you. Mr. Dunne, do you want to add anything to that?

Mr. DUNNE. Senator, I completely, obviously support both what you said and what Ron said. Critical in this framework agreement and the hope toward a definitive agreement is the control. We absolutely agree with what you said, and we would not go ahead with, it is not going to get any support without it.

Senator CARPER. All right. Thank you both. My time has expired. Thank you.

Senator BLUMENTHAL. Thanks, Senator Carper. I will recognize colleagues for a second round if you wish to use the time. Senator Marshall.

Senator MARSHALL. Thank you again, Mr. Chairman, and Senator Carper, thank you for your thoughtful questions, as always, and the wisdom that you always pass on.

I want to go back to the antitrust issue for a second. I am not an attorney. I am trying to understand the process. But it is my understanding that the PGA Tour was under some type of an antitrust issue investigation. As you were going forward what type of advice were your attorneys giving you if you did this merger? Is it going to increase or decrease your risk of exposure to an antitrust issue? Mr. Price.

Mr. PRICE. Thank you, Senator. Yes, we were undergoing an investigation with regard to our regulations and how they applied to the players that we had suspended who joined the LIV Golf league. We have been notified that the antitrust regulators are also going

to look at our framework agreement, and we plan to fully cooperate with that investigation.

But we do see this: if we are able to move from a framework agreement to a definitive agreement, it is going to heal a fracture in golf. The fracture in golf could have led to less fan interest and a decreased product and opportunities for all professional golfers. We think, as a result of—

Senator MARSHALL. My question is will this increase or decrease your antitrust risk. Is that what the attorneys are giving you any advice, this merger?

Mr. PRICE. The regulators are certainly taking a look at it. We believe that it should not violate the antitrust rules, but we plan to fully cooperate with that investigation.

Senator MARSHALL. Thank you, Mr. Price.

Let me go to Mr. Dunne again. Would it be fair to say that some golf venues benefit from the traditional PGA Tour and other golf venues were benefiting from the new LIV tournaments going on? Mr. Dunne.

Mr. DUNNE. Thank you, Senator. I want to make sure I understand. Definitely where the PGA Tour is, the local communities, as Senator Blumenthal talked about in Connecticut, they, by intention, design, total focus, they will definitely benefit.

Senator MARSHALL. The same is true for the LIV venues as well, that those venues were making money.

Mr. DUNNE. I think they get paid money. I do not know if the crowds are quite the same.

Senator MARSHALL. Right. As you all were concerned about LIV going forward, was there any particular venues that were often talked about that there was concern about where the LIV was playing or any type of money concerns from the venue locations?

Mr. DUNNE. You are asking me, Senator?

Senator MARSHALL. Mr. Dunne, yes.

Mr. DUNNE. That never came up in any single discussion that I ever had with anyone, but I am not privy to every discussion. But there was no discussion about coveting or not desiring any LIV—everything was about our players, our fans, our sponsors, how can we get to something that will work for everybody. We never discussed where they play.

Senator MARSHALL. Mr. Price, were there any discussions at your level about concern where the LIV venues were and going forward where these venues might be?

Mr. PRICE. No, sir. Certainly nothing I was aware of. I agree with Jimmy in that the focus was on LIV and what they were doing to try to recruit our players.

Senator MARSHALL. They are your players.

Mr. PRICE. Yes. They are former PGA Tour members, and so they were our players before they left to go join LIV.

Senator MARSHALL. OK. Are the contractors for you all? Do they work for you all?

Mr. PRICE. They are independent contractors, so they do not have to play in all of our events, but our regulations stipulate that they cannot play for a competing league unless they get a conflicting event release. These players did not. These are regulations where a membership organization does regulations that were developed

by the members themselves. They are free to go pay for another league. They just cannot go back and forth.

Senator MARSHALL. OK. I will close with this, on a positive note, Mr. Dunne.

Mr. DUNNE. Yes, sir.

Senator MARSHALL. I feel your compassion, your passion, we never met before, but your compassion for this game of golf. Tell me why. Why do you love this game? What is important to you about it?

Mr. DUNNE. It is a good question, Senator. You have your faith, your family, and your friends, and golf has made a huge difference in my life. My father always talked about there were three important things: one, get to the best college you could get into, two, marry the right woman, and three, get good enough at golf so you were not scared to death on the first tee. Other than health, faith, family, friends, if you do that it will be all right. I have made so many friends and been in so many situations, including today, less enjoyable, but it is an experience. I am a very proud American and I know it is not ideal, but I am pretty proud of being in front of Senators.

The game of golf, it is hard to really dislike somebody you play golf with. I think golf is a global sport. We are reaching out to all parts of the world. I think the more people that do it the better chance we have for a better world.

Senator MARSHALL. Thank you so much. I yield back.

Senator BLUMENTHAL. Thank you. Senator Hawley is recognized.

Senator HAWLEY. Thank you, Mr. Chairman. Mr. Price, I want to come back to the answers that you gave me regarding PGA Tour in China to make sure that I understand where this rests currently, what the current status is. Let us see if I have the facts right.

In 2018, the PGA Tour announced a 20-year agreement for a new entity called PGA Tour China Series. This is what your spokesperson said about it just as recently as last year, 2022. Quote, "The PGA Tour established a separate entity based in Beijing, China." Continuing, "The PGA Tour Series China is owned and operated by the PGA Tour and supported by the General Administration of Sport of China"—that is the Chinese government—"and the China Golf Association."

Now you are telling me that this entity no longer exists?

Mr. PRICE. Senator, I would have to get the facts for you on PGA Tour of China.

Senator HAWLEY. I thought you said to me, a little bit ago I thought you said that you did one event in 2019, and it does not exist anymore.

Mr. PRICE. From an event standpoint that series has not operated since 2019.

Senator HAWLEY. Because of Coronavirus Disease 2019 (COVID-19).

Mr. PRICE. It has not operated because of COVID, and we have no plans to continue that tour.

Senator HAWLEY. Because of COVID? Because as recently as last year you had events scheduled in China. You had to ultimately

cancel them because of COVID. But that does not sound to me like you suspended your business arrangement.

Mr. PRICE. I would have to check the status of the contract, Senator, but it is my understanding we have no—

Senator HAWLEY. Now wait a minute, though. This is important because you told me a minute ago, when I talked about PGA Tour Series China, that that was not happening, that that was gone. But now you are telling me something different. Now you are telling me that, oh no, we still have the business arrangement—actually, you are hemming and hawing on that—but you are saying we have not done any events in China. Of course not, because of COVID restrictions, you have not been allowed to.

I am trying to ascertain whether you still have this 20-year agreement with Chinese entities to do Tour events in China. You had PGA Tour officials living in China in order to facilitate this. Do you see what I am driving at? My question is, does PGA Tour China, this entity that the Tour owns, based in Beijing, for which you signed a 20-year contract, does it still exist?

Mr. PRICE. I can tell you two things. One is I would have to check the status of the contract. I do not believe it is currently enforced, but I would have to check that, and we will be happy to get you information on that.

The second thing I can tell you is that we have not operated since 2019, and it is my understanding that we have no plans to continue that series.

Senator HAWLEY. As long as COVID exists or—

Mr. PRICE. Period.

Senator HAWLEY. Why is that?

Mr. PRICE. From a business standpoint we are not going to continue that series in China.

Senator HAWLEY. OK. I think you can see what my concerns are, but just so that I am absolutely crystal clear about it here is my concern.

Mr. PRICE. Yes, sir.

Senator HAWLEY. My concerns are that the communist government of China has systematically attempted to use and influence American sports organizations, and lots of other entities—our media, entertainment industry, companies, lots of them. They are not shy about using leverage. We have used the term “sportswashing” a lot today, and I think it is applicable in this situation. Senator Blumenthal referenced earlier the brutal crackdown in Hong Kong, which I had, I guess I will call it the privilege, maybe it is the misfortune, of seeing for myself firsthand on the streets there.

While that was going on, what was China doing? What was Beijing doing? They were applying maximal pressure on the NBA that had a lot of contracts, very lucrative, with China. The Chairman mentioned Daryl Morey, at the time general manager of the Houston Rockets, who ventured the most, frankly, anodyne statement in support of the people of Hong Kong. It was the most moderate—it was a tweet. For this he was blasted by NBA players, certainly by China, by owners, by his own owner. Ultimately, he resigned.

It worries me when I see the PGA doing business with the Chinese government, subjecting its players and this association that

you have lauded so much today, to those same pressures from a government that is brutal, that is repressive, and that is attempting to use American institutions as a megaphone for their own totalitarian, dystopian, and frankly, evil policies.

When you imprison millions of people in concentration camps for the purpose of eradicating their religious beliefs and killing them—and that is what they are doing with the Uyghurs—you are an evil regime. When you treat your own people as slaves—and that is what they are doing—you are an evil regime. I do not want to see American institutions co-opted by that regime. That is where I am coming from with this. I would hope we would share that perspective.

I look forward to your responses in writing as to the status of your business agreement. I continue to be interested as to why, on your Form 990, in both 2018, when this deal was announced, and in 2020, after your event, this was not disclosed. I would like to know why that is. I would like your assurances, your commitment, that you are not going to restart this series in China and that you are not going to conduct business operations with millions of dollars in financing from Chinese entities. Will you give me that commitment?

Mr. PRICE. Senator, I would be happy to give you the information on the status of our contract in China, and I will certainly follow up with you with regard to the disclosures and the 990. As I have stated, we have no intentions of continuing that series, from my perspective, and I cannot commit the Tour for the long term. I am not in a position to do that. But there is nothing in the short term or immediate future, from a tournament standpoint, that we are considering doing in China.

Senator HAWLEY. I would say finally, Mr. Chairman, that I think that the era in which institutions, sports leagues, businesses, when they say with regard to Communist China that, “We leave the politics to other people. We do not take any position on issues,” I think that time has passed. When you have a government that is as oppressive and imperial as that government is and is doing to its people what that government is, and has designs to do to others around the world what that government wants to do, I think it is time for American companies, American institutions to stand up and be counted, and I hope that the PGA will.

Thank you, Mr. Chairman.

Senator BLUMENTHAL. Thank you, Senator Hawley, and that is exactly why we are here today. That is why we are conducting this investigation and why we will broaden it, as appropriate, to include other institutions and other repressive regimes and their potential impact on our institutions, whether it is corporations or sports organizations.

I would just say, recently, at the Qatar World Cup, Federation Internationale de Football Association (FIFA) prohibited players from wearing armbands with rainbow flags. We do not know whether Qatar imposed this requirement on FIFA or if FIFA wanted to avoid controversy when it made its own deal with a repressive government, but the effect had a ban on free expression.

This effort to restrict, punish, torture, imprison, kill people who stand up for their beliefs is a growing worldwide phenomenon, and

I would hope that it would unite us on a bipartisan basis. Can you commit, Mr. Price, that the Tour would never agree to a similar restriction if Saudi Arabia, which has a particularly troubling record on Lesbian, gay, bisexual, transgender (LGBTQ) rights, wanted you to do it?

Mr. PRICE. Senator, we believe in full access to our events. From a participation standpoint, from an attendance standpoint, we do not believe in any restrictions on that.

Senator BLUMENTHAL. So is the answer yes?

You would never agree to it. You would never punish your players. You would reject Saudi Arabia or the Governor of the sovereign wealth fund if they sought to impose that restriction, and you would never impose it yourself?

Mr. PRICE. We would never impose it, and we determine where our events are played, and we would not conduct tournaments under those rules.

Senator BLUMENTHAL. You would not do it in Saudi Arabia?

Mr. PRICE. Not according to those rules.

Senator BLUMENTHAL. Let me ask you, I mentioned earlier the apparent side agreement involving Greg Norman. Was that ever executed?

Mr. PRICE. No, sir.

Senator BLUMENTHAL. Is it your understanding that there is an agreement that he will no longer have his present position? That is in the talking points that you prepared for Mr. Monahan.

Mr. PRICE. Yes, sir. Under the framework agreement, if we are able to move to a definitive agreement and it is approved, the LIV Golf assets, for which Greg Norman is currently the commissioner, will move into a new subsidiary, PGA Tour subsidiary, controlled by the PGA Tour, and those events will be managed by the PGA Tour. We have a complete infrastructure in place to manage events. It would make no sense to bring in that type of an executive to manage what is now a series of 14 events.

Senator BLUMENTHAL. To be clear, he is out of a job.

Mr. PRICE. If we reach a definitive agreement we would not have a requirement for that type of position.

Senator BLUMENTHAL. Our review of internal documents indicates that there are other understandings and agreements. Would you tell us about them?

Mr. PRICE. I am not aware of any other understanding or agreements that is not reflected in the framework agreement. Which is still to be negotiated. Everything is to be negotiated.

Senator BLUMENTHAL. What are the other side agreements or informal understandings?

Mr. PRICE. I am not aware of any other side agreements or informal understandings.

Senator BLUMENTHAL. Is that because you are not permitted to talk about them or because there are none, absolutely?

Mr. PRICE. None exist, to my knowledge.

Senator BLUMENTHAL. OK. Let me ask you, when were you first informed about these negotiations that have been described by Mr. Dunne and the documents?

Mr. PRICE. Senator, Commissioner Monahan informed me shortly before the London meeting that we might have an opportunity to

engage with the Public Investment Fund to settle the litigation and potentially to establish a framework where the PGA Tour would be in a position to continue to lead professional golf.

Senator BLUMENTHAL. Were any of the other independent directors on the board informed about the conversations or negotiations?

Mr. PRICE. Senator, our director, Jimmy Dunne, was obviously aware.

Senator BLUMENTHAL. I should have been clearer. Aside from Mr. Dunne, who was involved in the negotiations?

Mr. PRICE. Our board chair, Ed Herlihy, was aware of the negotiations.

Senator BLUMENTHAL. By the way, with respect to Mr. Herlihy, he is the Co-Chairman of Wachtell, Lipton?

Mr. PRICE. Yes.

Senator BLUMENTHAL. Were they involved in providing legal advice?

Mr. PRICE. Yes.

Senator BLUMENTHAL. Were they representing you or advising you in the litigation?

Mr. PRICE. Yes.

Senator BLUMENTHAL. Mr. Dunne, you have been involved with business governance for, I would say, decades. Is it common to keep these kinds of negotiations secret from a corporation's governing body? It strikes me as remarkable.

Mr. DUNNE. Senator, every negotiation, every deal has its own rhythm. This framework agreement settled the litigation and then said we are going to keep talking. We were really afraid that once the other side's lawyers learned anything about it, it would be, poof, gone.

Senator BLUMENTHAL. But most corporations trust their boards of directors. In fact, they are intimately involved. They are informed. One of your board has resigned because of this breach of common trust and practice. Would you not say that this is pretty unique, in your experience?

Mr. DUNNE. What I would say, Senator, was that the conversations, I think, were fragile, and I really felt that on the Saturday, I guess it was Memorial Day, I thought they were over, frankly. We did have a discussion earlier on where I mentioned to the chairman and to the commissioner, I said that we ought to do this, and the chairman said that that is the commissioner's decision, and the commissioner said, "We will decide when we decide." My understanding is he had the authority to sign the agreement, which simply terminates the lawsuit, and then with the knowledge that everything else was going to have to be discussed after that.

Now that is all I can say about that. That is all I know about that.

Senator BLUMENTHAL. But you would agree that most corporations, most executives, CEOs, feel a duty. In fact, I would argue that legally, as well as morally, they have a duty to keep their boards of directors informed. Why this near-unique secrecy with your own board of directors? Simply you did not trust them.

Mr. DUNNE. Senator, I have been to two board meetings. I started in January. I was not an expert on the dynamic of the board, very honestly.

Senator BLUMENTHAL. The bed was on fire when you got into it.
Mr. DUNNE. No. LIV set us on fire. LIV put us in an incredibly difficult position. LIV was a constant, everyday, who is going to go. It was very disruptive.

Senator BLUMENTHAL. I am going to come back to LIV's disruptive effect when I return. Unfortunately, I am going to have to vote. We have a vote ongoing right now, and I apologize. I will have some additional questions when I come back. I am going to turn to the Ranking Member, and I will be back. We are in the middle of a vote right now. I will be back within a matter of a few minutes.

Mr. DUNNE. Thank you, Senator.

Mr. PRICE. Thank you.

Senator JOHNSON. Thank you, Mr. Chairman. Before you go, did the board object to the fact that the lawsuit was dismissed? Once it was finally revealed, did anybody on the board say, "Oh, this is awful. We should continue to engage in this legal action?"

Mr. DUNNE. No, they did not. The reality was, in fact, Mr. Stephenson described it to me as like that this is just a litigation settlement. There is really not much to this. But he was not happy about not knowing about it. But you have to ask him.

Senator JOHNSON. Again, we can emphasize again there is no deal.

Mr. DUNNE. There is no deal. There is no agreement. There is a settlement of the lawsuit, and we are talking, and we are trying to see if we could do something that makes sense for our players, sponsors, and fans. That is what we are trying to do, hard.

Senator JOHNSON. This is not making it any easier. Let us be honest. This is not making your job any easier.

Mr. DUNNE. If you are addressing me, Senator, you know, Ron is doing the negotiation—

Senator JOHNSON. Yes, Mr. Price.

Mr. DUNNE [continuing]. But being here in Washington, worrying about this, consumed with this, no, it is making it a lot harder, a lot, lot harder.

Senator JOHNSON. I can say some things, but the Chairman is not here to hear them, but I will say them anyway. From my viewpoint, I do not see the PGA as doing anything wrong here, and unfortunately, from some of my colleagues, the line of their questioning implies that there is something nefarious or something wrong, or that you violated, for example, your duty to the board. Can you address that? Mr. Price, we will start with you.

Mr. PRICE. Thank you, Senator. No, certainly from our point of view we faced an existential threat, as you indicated earlier. Our sole purpose was to preserve our existence so that we could continue to benefit our constituents, our players, and charity, and our ability to continue to lead professional golf, and as a result, get in to a position where LIV Golf was not leading professional golf and controlling golf or its operations.

The negotiations were confidential, so that surprised a lot of people. That was unfortunate that we had to surprise people, but it was necessary, as Jimmy has said, or otherwise we would not have been able to reach an agreement.

Senator JOHNSON. By the way, I fully understand that had the other side's lawyers gotten wind of this, again, they would have seen a bunch of legal fees going up in smoke, right, and they would have done everything possible to tank the dismissal of the lawsuit, because there is no deal. There is a framework, but the only thing definitive is you were able to get that legal liability off your plate. Correct?

Mr. DUNNE. That is correct, Senator.

Senator JOHNSON. Now there have been an awful lot of questions and comments, and you have been asked to give different assurances in terms of what the PGA Tour will do or will not do. I want to give you the opportunity, while nobody else is here at the dais, describe what the Tour actually is, who your duty is to, what your duty is not. Obviously, you are human beings, you do not like to see repressive regimes. From a business standpoint you have got a way, if you involve yourself in a country that is doing things that maybe your fan base would not approve of, I mean, you have to certainly factor that into your decision of whether or not you hold a tournament somewhere or not.

Mr. PRICE. Correct.

Senator JOHNSON. Mr. Dunne, you talked about it, I think, very convincingly, that you love this game of golf, and you think that golf can help repair breaches, right?

Mr. DUNNE. Yes.

Senator JOHNSON. Talk a little bit about the game of golf, being able to use globally—again, we talked about meritocracy. It does not make any difference what race you are. Literally, it does not make any difference. If you can shoot a lower score than anybody else, you are going to be competing at the highest level.

But talk about what you think the game of golf can do for the world.

Mr. DUNNE. I am very jaded on this, but I have tremendous respect and appreciation and love for the game of golf.

In the world prospect, and I know there has been a lot of discussion about 9/11 and involvement, but if you look at, even in Saudi Arabia, I think there are 18 million young men and Saudi women that are under the age of 32, and I think it would be good if they did not think every American hated them, because they had absolutely nothing to do with 9/11. I think that golf can be a force throughout the world.

Now, with respect to that, Senator, we would not be negotiating with them, they would not have been the first pick, but first of all we did not need money.

Senator JOHNSON. You did not choose—

Mr. DUNNE. No. We got to the table because of the situation at hand, which is the vulnerability to the Tour, and the Tour, one thing that has really come out, and it is very important, is the top 50 at the Tour at that moment are critical to the viability of the Tour and what it will be going forward. If you lose a number of those players, sponsors become very unhappy. You do not have the level of competition. We would like the best players playing against each other all the time. We would like to be able to have that product but still protect the interests of the Tour.

There are so many things that we could do correctly, if we could have the game united, in level of competition. I think the competition could go up, so the level of interest could go up so much, and you could see situations, like it was not a Tour event, but in the U.S. Open. Now, a guy won that tournament and it was amazing how he was able to do that. It is just something special and unique.

Senator JOHNSON. But I would say—and again, it was just fun watching Wyndham Clark.

Mr. DUNNE. Oh, he was awesome.

Senator JOHNSON. He has to keep it all together until he sinks that final putt, and then you see the tension flow out of him. But the fact of the matter is, had it been a bunch of players who nobody knew their name, it might have been the U.S. Open, and people, I assume, had turned in, but if it had been another tournament you would not have had the viewership, you would not have had the audience, you would not have had the revenue, you would not have attracted the sponsors. Week in and week out, if that is what the PGA Tour looks like, a lesser tour, without the stars, that hurts everybody in the game of golf except for the Saudis, who have an unlimited bank account, that want to buy their way into the game of golf. That is the reality you faced.

Mr. DUNNE. Senator, I have competed in business my whole life, and generally there are economic principles that make sense that you have to apply. Within that framework you better get smarter, you better get tougher, you have to get more knowledgeable, you have to work harder, you have to do all the things that, frankly, have made America great.

This situation is different. To give to charity \$50 million, it takes a lot of work to create that. It is a very different deal here.

Senator JOHNSON. Mr. Price, let us talk about the progression of the game of golf. The stars of yesteryear made a fraction of what stars today are, right?

Mr. PRICE. Correct.

Senator JOHNSON. The \$1.5 billion, people use that term like that is a lot of money, and it is, but that is revenue. You have expense behind that.

Mr. PRICE. Correct.

Senator JOHNSON. OK. Talk about how the \$1.5 billion, in general, I mean, gross terms, how you generate the \$1.5 billion revenue, the TV revenue, what you get from tournaments when you sanction the events. But tell us a little bit about what the revenue stream is, how difficult it is to bring in that revenue stream, year in and year out, how you have grown that over the decades, how prize money has increased, and quite honestly, how you had to increase dramatically the prize money to retain the players under the threat of LIV. That also put the Tour's ability to fund this stuff at risk. But kind of describe the business model.

Mr. PRICE. Yes, sir. Thank you, Senator. Our business model is predicated on media revenues and sponsorship revenues, and that drives over 80 percent of our gross revenues. We have some other form of revenues—missions, hospitalities at tournaments, licensing revenues, our Tournament Players Clubs—but it is primarily predicated on media and sponsorship.

Senator JOHNSON. By the way, that same media could pay for viewership rights for other tours, right?

Mr. PRICE. Correct, yes.

Senator JOHNSON. They do, to a certain extent, but not at the level that the PGA Tour garners.

Mr. PRICE. That is correct. They are trusting us when they enter into those agreement that we are going to deliver an excellent field of players to them, and it is going to include our top players or a strong representation of our top players.

We have had some loyal players. We have had a strong group of loyal players that have remained with us, and we are very proud of that. As we talked about earlier, we are going to make sure those players are recognized. But if LIV stays in existence and continues to take our top players from us, that will put pressure on our ability to retain those media revenues and those sponsorship revenues. They could decline in the future. That is the existential threat. If they decline, it declines the earnings opportunities not only for those top players but for all players. That is the threat that we faced, and that is what we are trying to work through.

Senator JOHNSON. Yes, again, that is the existential threat the Tour still faces. Because we need to understand that. This threat has not gone away.

Mr. PRICE. That is correct.

Senator JOHNSON. Mr. Dunne, just speculate. If you are not able to conclude this deal—and by the way, this thing has to be concluded by the end of this year, correct, or else, again the lawsuits are not reinitiated—

Mr. DUNNE. That is correct.

Senator JOHNSON [continuing]. But LIV can once again re-engage and try and attract more and more players and continue to build their Tour at the expense of the PGA Tour. Talk about what is going through the players' minds right now.

Mr. DUNNE. Understandably the players were shocked, and the real problem was the initial announcement. What should have been said is LIV and the PGA Tour have agreed to settle their lawsuits, they are terminated with prejudice, so we win those cases, and they agree to have discussions where PIF could be an investor, a minority investor, in potentially an ongoing entity. That would have been great.

Senator JOHNSON. Just real quick, though, you did not really have a choice whether or not you could announce this. I mean, the lawsuits are going to be dismissed. That was going to a public court filing, so you had to make an announcement. You have already got to acknowledge the fact that you maybe did not make the announcement the way you would have liked, so people started speculating—

Mr. DUNNE. That is right.

Senator JOHNSON [continuing]. Like you had a hard deal here, but you do not have a hard deal.

Mr. DUNNE. We have no agreement. We have agreement to possibly get to an agreement. The way it was announced, which was really bad, OK, everybody jumped to a conclusion, maybe even this body, that they are selling to the Saudis. We are not. But we are

really trying to figure out the right thing to do for our players and the global game of golf.

By the way, we will try hard to get an agreement, and I am hopeful that we will. If we do not, we will have to accept that we are going to have to go back and compete, and we will have to do it, and we will do it.

Senator JOHNSON. By the way, I have a great deal of interest in this, and so I have been following the news pretty carefully. I certainly sensed a softening, at least by some players, after they got over the initial shock, when they started realizing the situation you are in and how you are trying to preserve what is in their best interests, the game of golf.

Mr. DUNNE. They said that sunlight is the greatest disinfectant. When the facts come out, and, in hindsight I wish we had put the—and we could not because you are not allowed to do it—but I wish we had put the agreement out day one and everybody could see that there is no there, there.

I think, Ron, you might have said at the player meeting we were both at a couple of weeks ago, in Connecticut, that if we had announced what it was, it would have been fine. But, everybody is to blame for that. I will take my share of blame for that too.

Senator JOHNSON. I would not beat up on yourself too bad on that.

There has been a lot made of that tentative disparagement clause. First of all, Mr. Dunne, you have done a lot of deals. That is not unusual to have an anti-disparagement clause in any agreement, right?

Mr. DUNNE. Senator, it is very common because it is hard to get an agreement with someone if you are saying bad things about them while you are negotiating the agreement. I understand the sensitivity to it, and I think it is worth consideration, and I applaud Senator Blumenthal for raising it because in this country we believe in free speech, and we do. This has a very short term. If we get to a deal, terrific. If we do not, it is gone.

Senator JOHNSON. By the way, there is nothing the PGA Tour can do to bind players to disparagement contracts. They have freedom of speech. Correct? I am not even sure there is anything you can do to bind certain members of the board. You might be able to bind the organization not from issuing public releases. Mr. Price, what is your understanding of really what would be the enforceability of any disparagement clause?

Mr. PRICE. We do not plan to enforce anything against our players for speaking their mind. They are free to speak their mind.

Senator JOHNSON. But again, how enforceable would it be against any member of the board or individuals as opposed to the organization?

Mr. PRICE. I am not an attorney, but I would think board members are free to speak their minds.

Senator JOHNSON. OK. Mr. Chairman, I took this opportunity to give the representatives of the PGA here a little chance to once again highlight the reality of the situation, some of their business model, how they generate revenue, how crucial it is that they are able to retain the top players, and this thing does not splinter off

to two separate tours. I thought they did a good job of doing that, so I appreciate the opportunity.

Senator BLUMENTHAL. Thanks. Thanks, Senator Johnson.

Thinking a little bit about some of your responses on the way over to vote and back, first thanks to Mr. Dunne for understanding the concerns that I have raised. I guess my feeling is these are concerns about free expression. They are concerns about the players and about the fans, about the game that you so dearly love. Is it not better to have these concerns aired before you are locked into an agreement?

Mr. DUNNE. Senator Blumenthal, I am a grateful American citizen. If you ask me to come and see you, I am going to come and answer all your questions. Yes, whatever you say. I am happy to answer any questions and work the best I can to help the PGA Tour and help the game of golf and help what we are doing.

Senator BLUMENTHAL. It is better to know what the concerns of the American people are before you are straitjacketed and locked into an agreement that may, in fact, unfairly and even illegally, bind you, your players, sponsors, and others.

Mr. DUNNE. Senator Blumenthal, we appreciate everybody's interest and appreciate your involvement, and thank you.

Senator BLUMENTHAL. By the way, I cited the statement by Jon Rahm. I think the general feeling, and I am quoting, is that a lot of people feel a bit of betrayal from management. Have other players, Mr. Price, expressed those kinds of concerns to you?

Mr. PRICE. Thank you, Senator. Due to the confidential nature of settling the litigation and signing the framework agreement, we surprised a lot of people, including our players. We have had a lot of work to do to make sure that our players understand what we did and why we did it. They are very interested in that. Our players are starting to understand why we did it, and they are starting to see the significant benefits for them and the game of golf and all of our constituents if we can move from the framework agreement to the definitive agreement. But they are still very interested in the terms. They want to make sure we are in control.

Senator BLUMENTHAL. Have you received anything in writing from any of the players?

Mr. PRICE. I have not personally received anything.

Senator BLUMENTHAL. Has the PGA Tour received anything in writing from any of the players?

Mr. PRICE. I do not see everything that goes to our other executives so I cannot—

Senator BLUMENTHAL. Are you aware of communications in writing from your players? We understand there have been.

Mr. PRICE. There certainly could have been, yes, because players were surprised.

Senator BLUMENTHAL. Have you seen any?

Mr. PRICE. I do not recall seeing any.

Senator BLUMENTHAL. But you have heard about any?

Mr. PRICE. I have heard about a lot of discussions about players being surprised.

Senator BLUMENTHAL. Could you make them available to this Committee?

Mr. PRICE. If there are written communications we certainly will make those available.

Senator BLUMENTHAL. Thank you. What would you say to the players who feel blindsided and betrayed?

Mr. PRICE. Thank you, Senator. It is what we have been saying. We have been explaining why the negotiations had to be confidential and what the benefits were to entering into the framework agreement. A lot of players, not all, are beginning to understand exactly why we had to do it and how this would be beneficial for them and charity and all of our constituents.

Senator BLUMENTHAL. They are beginning to understand.

Mr. PRICE. Yes, sir.

Senator BLUMENTHAL. All of them?

Mr. PRICE. Not all. We still have some work to do. Not all players agree on everything. We are a big membership organization, and we represent a lot of different players.

Senator BLUMENTHAL. How many players did you notify in advance of reaching the agreement?

Mr. PRICE. I do not believe any players were notified.

Senator BLUMENTHAL. None?

Mr. PRICE. No, sir.

Senator BLUMENTHAL. Not a single player was notified, you are a membership organization. Your members are the players. You do not exist without the players, but you did not tell a single one of them about the negotiations, let alone what the result would be before you announced it publicly?

Mr. PRICE. It was the settlement of litigation, which was binding, and then we have told the players that we would go through a process of making them fully involved in anything we do relative to the definitive agreement, which we are in the process of doing.

Senator BLUMENTHAL. Mr. Dunne, you said in an interview, I think it was last year, "If someone is willing to pay incredibly un-economic prices, they will be unbelievably disruptive." You said that, I believe. Correct?

Mr. DUNNE. Senator, I have the full faith that if you are saying it, it is right. I do not remember what it was in reference to, but it makes sense.

Senator BLUMENTHAL. It seems to me that you were, in effect, saying there that the Saudis were willing to pay money without regard to the economic profit or revenue. Correct?

Mr. DUNNE. Correct.

Senator BLUMENTHAL. In other words, their interest was public image, sportswashing, cleansing their reputation. Correct?

Mr. DUNNE. Senator, I cannot speak to the mind of what their intent was, but I know if you have a lot of something you tend to be a little sloppier about it.

Senator BLUMENTHAL. They have a lot of money.

Mr. DUNNE. They have a lot. When you have—it is like anything else. If you are down to your last \$10, you watch it carefully. If you have it—

Senator BLUMENTHAL. That is how they can be disruptive because they have a lot of money, bucketsful of money. Correct? Because they do not have to care about the economic results. They are a total autocracy. They do not have to care about paying players.

They will just do it, out of those bucketsful of money, and that will continue with their dominant financial interests, their equity ownership of the PGA Tour through this profit-making entity that will control, financially, whatever the board of directors' composition may be.

Looking at it from the future standpoint, you are not out of the woods. They are going to continue to have this kind of bucketful of money, and they are going to continue to kind of wield the influence that they do. That is the word that was used in the official document. Whatever the good intentions and the rhetoric now, you still have to reach a deal.

My hope is that you will resist those bucketsful of money. I think a lot of players, a lot of sponsors, a lot of charities, and frankly, the 9/11 families, are hoping that the PGA Tour will stand up and, frankly, avoid the sellout that this deal seems to be, because that disruptive, uneconomic effect is exactly what we need to resist as a Nation. If we are going to be selling out to countries that can throw around hundreds of billions of dollars, we are going to lose, not just financially. We are going to lose in terms of our democracy and freedom, and institutions like golf. Sports are central to our society, to our culture, to our economy, to our way of life, to our self-image, and our image abroad. For all the reasons that you have very eloquently described your love of golf, it cannot exist as an institution in this country if people are not willing to stand up for it, just like other sports and other institutions.

The 9/11 families, a number of them are here today, and they have asked for a meeting with you. Would you commit to meet with them?

Mr. DUNNE. Yes.

Senator BLUMENTHAL. Do you have anything maybe that you would want to say to them now, as long as a number of them are here?

Mr. DUNNE. Senator, I will say now what I said on September 12, 2001, what I said to my children growing up. Anyone remotely involved, anyone tangentially involved, anyone who profited, anyone who was involved, we should pursue them with extreme prejudice, to the full extent, to the complete capacity. And over the years I want to thank President Bush, I want to thank President Obama, I want to thank the magnificent United States military, I want to thank the Special Services that have executed that with prejudice. I honestly believe that our government, with both President Bush, President Obama, our military, and the brilliant, brilliant, Navy Sea, Air, and Land (SEALs), did their job, and anyone that is involved with that thing has to answer to justice.

I go on to say that with my own children I thought it has been incredibly important to them to understand that because someone has the same skin color or the same religion as the people that were involved, as the criminals that were involved in 9/11, that does not mean that we hate them, that we are raised in the United States of America that has different values, and we look at things differently.

When I grew up in our house we had a sign, "No Irish Need Apply," and that was something my mother instilled in us so that we just had a taste of what was that like, because of religion or

heritage you did not get something that you deserved. I am very proud that a friend of mine once said that, my second son said that he had never, ever heard me say one negative remark about any Middle Easterner, any Muslim religion, anything like that, and I am very proud of that.

I think America stands for something different. I think if someone does a crime, you go after them. For this crime, it is death. I believe that our Special Services did their job, and I am grateful to them, but I refuse to describe a whole other people because they had common religion or skin color. I am not doing that, under any condition.

Senator BLUMENTHAL. Thank you for those remarks. I want to make clear that we are not here about the people of Saudi Arabia. We are here because the regime, an autocratic, repressive regime, is torturing, imprisoning, killing its own people because they are different and because they express their views, or because they are women. They have fostered the war in Yemen, and also there is mounting evidence, I think persuasive evidence, that the Saudi government was complicit in the 9/11 attack. The families who are here are seeking justice against that regime. The materials you have just been handed, which also went to Senator Johnson, I would suggest you have a look at.

But the point is that the Senate actually has supported them. Senator Cornyn and I led the effort—it is called Justice Against Sponsors of Terrorism Act (JASTA)—to enable those families to go to court so that our courts would have jurisdiction in their quest for justice. We passed that bill, and then we passed it again when President Obama vetoed it. Senator Cornyn and I led that effort. The materials that you have been handed reflect a lack of cooperation from some of the agencies in our own government in providing information that those 9/11 families need seeking simple justice against Saudi Arabia.

It is not the reason we are here today, but it reflects many of those reasons. My hope is that you will support that effort of the families to seek justice. I am glad that you are committed to meet with them, and the passion that you have expressed in support of our military and our other security services, because I think every member of the Senate shares those views, and it ought to bring us together.

Senator Johnson, did you have any other comments?

Senator JOHNSON. My closing comments. First of all, I do think this hearing has been constructive in a number of different ways. It has given the PGA Tour an opportunity to describe the rock and the hard place they were between, and still are in. This has a long way to go, but many Senators were able to express their concerns that I think the PGA Tour shares, so I think that was good.

I would push back on the term “sellout.” PGA Tour did not seek this. They were put in this position. The Saudis have the \$700 billion. If they want to be involved in golf, they will be involved in golf, and if this thing fails they can spend the money to take over golf. I think that would be tragic, and I think it would destroy golf because it would destroy the competitive spirit and the purity of the competition.

I appreciate the difficult nature of what you did, Mr. Dunne, in first reaching out and starting it. I understand the difficult nature of your task ahead of you, Mr. Price, to conclude this negotiation. I really do hope that we can give them the time and space and the privacy, working with their members, now that the members are fully aware of where they are going, to conclude this deal. I think there is a real potential here.

Again, this has been negotiated by somebody who, I guess other than losing a direct member of the family, losing 40 percent of your colleagues is no small thing. You understand the full sensitivities. I do not think Mr. Dunne would be involved with people that had any involvement whatsoever, so I trust his judgment from that standpoint. I hope we can, I guess, trust these individuals to do right by their members, by this country, by the 9/11 families, trying to preserve the game of golf, competition at the highest levels, and see if we cannot forge some kind of win-win situation where even the citizens of Saudi Arabia can enjoy greater freedom, greater modernity, where the game of golf can be used, as I know Mr. Dunne believes it really can be used, to bridge divides and just improve the situation.

Again, I would not have held this hearing. I was highly interested in attending it and listening to it. I think some good has come of it. I think it has been constructive, so I appreciate that. Let us give them the time and space to conclude a deal that can actually be a win-win situation for everybody involved.

Senator BLUMENTHAL. We appreciate you being here. Thank you, Senator Johnson. We have learned a lot, and we have also learned we need to learn more. We are going to continue this inquiry. We are going to ask that the other potential witnesses that we invited actually come and share their perspectives and information. I assume you would support that effort.

Mr. DUNNE. You are talking about Yasir and—yes, I am here.

Senator BLUMENTHAL. Thank you. The more we know, the more we can support the values and freedoms that we have espoused here today, and the ideals of professional golf and the PGA Tour, which we supported, I supported. When you asked me to meet in Cromwell, Connecticut. I was all in.

Mr. PRICE. Yes, you were. Thank you for that.

Senator BLUMENTHAL. I will continue to support the PGA Tour. Just make no mistake—as I said before, America is on your side. We will support you. It should not be about the money, the disruption, the uneconomic offers. I recognize that you cannot say you are going to walk away from this deal, but I hope you bargain hard. We will continue this inquiry because I think uncovering more of the facts and shining a spotlight on what is really happening here is in the national interest and part of our obligation.

Thank you very much.

Mr. PRICE. Thank you. Thank you both.

Senator BLUMENTHAL. This hearing is going to be adjourned, and the record will remain open for 2 weeks for any written questions that are submitted, the responses to Senator Hawley and responses to other questions. Again, we are very grateful to you for being here.

Mr. PRICE. Thank you.

Mr. DUNNE. Thank you.
[Whereupon, at 12:56 p.m., the hearing was adjourned.]

A P P E N D I X

**Opening Statement of Chair Richard Blumenthal
“The PGA-LIV Deal: Implications for the Future of Golf and Saudi Arabia’s Influence
in the United States”
U.S. Senate Permanent Subcommittee on Investigations
Homeland Security and Governmental Affairs Committee
July 11, 2023**

We will come to order. And I want to thank the witnesses for attending today. I want to thank my colleague, Senator Johnson in participating in the invitation to you and the collaborative approach to this hearing and our inquiry. And to all of our staff for their hard work on the memorandum that we've distributed with documents which I will put into the record without objection.

Today's hearing is about much more than the game of golf. It is about how a brutal, repressive regime can buy influence – indeed even take over – a cherished American institution to cleanse its public image. It's a regime that has reportedly killed journalists, jailed and tortured dissidents, fostered the war in Yemen, and supported other terrorist activities, including the 9/11 attack on our nation. Today's about sportswashing.

It's also about hypocrisy, how vast sums of money can induce individuals and institutions to betray their own values and supporters, or perhaps reveal a lack of values from the beginning. It's about other sports and institutions that could fall prey – if their leaders let it be all about the money.

Perhaps to state the obvious, sports are central to our culture and society. They have huge implications for our way of life, our local economies and communities close to home, and our image abroad. Athletes like the PGA Tour golf players are role models. They are ambassadors of our values. And the institutions that concern us today are vital to our national interest. To have them taken over by a repressive foreign regime certainly is a matter of our national security.

So we hope that today's hearing will help us uncover not only the reasons for the PGA Tour's sudden reversal of its opposition to the LIV Golf takeover and what it means to golf, but also to understand what similar investments by repressive regimes or other countries with deep pockets could mean for our country, for our national security, and for the world.

For two years, the most vehement opposition to the Saudi government's taking over this sport of golf in America, and the most vehement criticisms of Saudi sportswashing, came from the PGA Tour's leaders themselves. They enlisted fans, sponsors, the 9/11 families, Members of Congress like myself. Some of those leaders sat across from me at Cromwell, Connecticut, and asked me to support them. And I did, all on the promise and commitment to maintaining the PGA Tour as an independent, cherished iconic American institution.

And Jay Monahan himself said in June, just a year before June 6th, “I would ask any player that has left or any player that would ever consider leaving, have you ever had to apologize for being a member of the PGA Tour?” The players admirably and heroically stood by the PGA Tour and

said no to tens of millions of dollars. Likewise, members of the 9/11 families who are with us and stood by the PGA Tour, and others of us did the same.

And then suddenly on June 6th, everything changed. The sports world was shocked by the announcement that the PGA Tour was entering into an agreement to combine forces with the Saudi Arabian Public Investment Fund, the Saudi sovereign wealth fund, which owns LIV Golf. It's an instrument of the Saudi government, and the deal was not just to take over a team, but the entire sport. Not just an individual Saudi investor, but the government of Saudi Arabia.

So it was no ordinary investment. The Saudi Public Investment Fund, known as PIF, is closely aligned with the very top of the Saudi monarchy and it is headed by Governor al-Rumayyan who was a negotiator and party to this deal.

So, understandably, there was a feeling of betrayal among many of the individuals and groups that supported the PGA Tour, including from the players themselves. And we are here today because not only did it raise that feeling of betrayal, and Jon Rahm, familiar, to all of us said it best, "I think the general feeling is that a lot of people feel a bit of betrayal from management"

But we're here about questions that go to the core of what the future of this sport and other sports will be in the United States. What led the PGA Tour to change its position? Was it only the hope of ending litigation or was it also the unspecified amount of Saudi investment that would come of it? Just how much money did PIF offer the PGA Tour? And what other sources of money were sought as an alternative?

Given these questions and their implications, not only for the future of professional sports but for foreign influence and global human rights, this Subcommittee launched an inquiry into this deal. And I've already put into the record the memorandum that we circulated that incorporates the documents that have been produced and some of what we've learned, but clearly, although the agreement itself is seemingly unspecific, vacuous, and simply an agreement to agree, we know from it that the Saudi government will have an equity dominance and ownership of this institution through its investment. And we know also that the PGA Tour surrendered once for the Saudi investment of money, and there is no assurance in this agreement that it would not do so again.

We have learned from the documents some facts that also indicate that the PGA Tour will be dominated in this agreement. We learned that after rebuffing the PIF as recently as this January, the PGA Tour representative reached out to PIF Governor Yasir al-Rumayyan days after he was told of fears that, "the Saudis will double down on their investment," in LIV.

We learned that Saudi Arabia's early vision for the tour included a team golf tournament, culminating in Saudi Arabia, at least one high-profile PGA event in Saudi Arabia, and a global golf investment fund managed by the PIF.

We learned that just one night, one night before the framework agreement between the PIF and the PGA tour was signed, the PIF added a non-disparagement clause that appears to prevent the PGA Tour from criticizing Saudi Arabia. And it applies to the witnesses that are before us today.

We learned that Governor al-Rumayyan will not only become the chairman of the PGA Tour's board, but he will sit on the executive committee of the new company that is to be formed where he will, and this is a direct quote from a document we received, "provide PIF with strong influence" over the new company.

And we learned that what is not in the agreement, which may be as important as what is explicitly there, very little is explicit, that there are potential side agreements and understandings. Only in the internal documents that were reviewed by this Committee did we learn that PGA Tour officials prepared to sign an agreement providing that LIV CEO, Greg Norman, would be terminated upon execution of the final agreement. We don't know whether this agreement was executed, but there are other documents such as the talking points that are now in the record for Jay Monahan to talk to the policy board, that indicate the parties maintained this understanding about terminating Norman after the agreement was announced.

We still don't know whether there are other side agreements or other understandings that may exist or what they might say. We don't know what assets the PGA Tour will place on the new entity or how it will maintain its nonprofit status, certainly, a profoundly important question. What assets it gained while it had nonprofit status that may be transferred now to a for profit entity raising very serious questions that ought to concern this Committee and the Congress. And especially since it has indicated that there will be an active commercial role for this new entity.

We also don't know what will happen to players who may want to speak out against Saudi Arabia's human rights abuses. They apparently are bound by the non-disparagement clause. The LIV Golf tournament had requirements about wearing apparel. Are they going to have Saudi insignia on their shirts? Are they going to be speaking on behalf of the Saudi government?

And we don't know whether LIV will continue to exist after the conclusion of its next season, and if so what form or under what leadership. And, of course, we still don't know how much money, how much money is on the table or was even discussed to prompt the PGA Tour to make this sudden, dramatic reversal. My hope is that this hearing will begin answering those questions and that we will learn more as we receive additional documents and have additional hearings.

Americans very simply deserve to know what this agreement means for the future of golf as well as for the future of the Saudi Arabian government's investment in sports and other autocratic regimes that may choose to do the same. Because Saudi Arabia has nearly limitless capacity to inject its funds into endeavors through its nearly \$700 billion in assets. And we already know they have purchased a British Premier League soccer team, two of the largest video game tournament operators in the world, and made investments in Formula One racing, among many other investments.

Now, we won't be able to comprehensively address these questions because two witnesses who we invited couldn't be here today. They had scheduling conflicts. We're working with them to resolve those scheduling issues and we hope that they will work with us cooperatively.

The PGA Tour Chief Operating Officer Ron Price and Board Member Jimmy Dunne who are with us today played a central role in arranging the agreement and I want to thank each of you for being here. You are both knowledgeable and prominent members of the PGA Tour's leadership. We hope that you will help us to discover some of the reasons for the PGA Tour's sudden reversal and other answers to these questions and what the deep pockets of the Saudi government and other regimes could mean to the future of our country and the world.

And with that I will turn to the Ranking Member for his opening remarks.

**Opening Statement of Ranking Member Ron Johnson
“The PGA-LIV Deal: Implications for the Future of Golf and
Saudi Arabia’s Influence in the United States”
Permanent Subcommittee on Investigations
July 11, 2023**

Let me start by saying I love the game of golf. I enjoy playing and watching it.

Golf is a pure meritocracy. Golfers succeed or fail on their own. Every golfer can empathize with a pro who is trying to hold on to a one-shot lead, execute a difficult shot, or sink a crucial putt. We appreciate the moments of celebration and sympathize with the failed attempts.

The game of golf has developed a handicap system that allows golfers of different skill levels to enjoy competing with one another. But it is competition at the highest level that brings us here today.

Every professional sport faces the exact same challenges: How do you structure and maintain competition to attract large audiences and maximize the revenue base? How do you fairly compensate all the athletes, from the top stars to the journeyman players striving for the top? And in a global environment, how do you accomplish this with entities possessing dramatically unequal resources?

League sports in America provide a good example of this dilemma. How can small city markets, like Green Bay or Milwaukee, afford to field teams to effectively compete against cities like New York, Chicago, or Los Angeles that have much larger fan bases? The solution has been the formation of leagues and governing bodies that develop and enforce rules of the game and competition. Unfortunately, many of the rules and practices of these leagues may run afoul of the Sherman and Clayton Anti-Trust laws.

In researching the legislative and judicial history of sports in America, I must agree with the assertion of a 1987 University of Miami Law Review article that states, “... the precise law governing the relationship between professional sports leagues and the Sherman Act is so noticeably confused and unsettled.” A simple explanation for this confusion is that it is difficult to write a law that effectively addresses every situation and reality.

This hearing deals specifically with the reality the PGA Tour faced when Saudi Arabia decided to get involved and invest in professional golf. According to its 2021 990 tax form, the PGA Tour had net assets worth approximately \$1.25 billion. Saudi Arabia’s Public Investment Fund is estimated to be worth between \$600 to \$700 billion – 500 times larger than the PGA Tour.

Until the creation of LIV Golf, the multiple golf tours throughout the world competed in a commercial marketplace dictated by the normal market force of profit and loss. LIV is financed by an entity that was committed to competing for top players with little, if any, expectation of a direct financial return. From a commercial standpoint, it’s not a fair fight, and the PGA Tour accurately viewed LIV as an existential threat.

I have the deepest sympathy for the families of 9/11 and support their efforts of obtaining information currently being withheld by the U.S. and Saudi governments. Sportswashing is also a legitimate issue, but no amount of money can wash away the stain of the brutal Khashoggi assassination and other human rights abuses.

It would be grossly unfair to expect the PGA Tour to bear the burden of holding Saudi Arabia accountable. After all, anyone who drives a car or uses oil-based products has helped fill the coffers of the Saudi PIF. Foreign investment in the U.S. is generally a good thing, and I'd rather have the Saudis reinvest their oil wealth in America as opposed to China or Russia. Also, if the Kingdom's involvement in golf and other sports helps it modernize and offer more rights to women, wouldn't that be a good thing?

Although I believe there are much more pressing issues Congress and this Subcommittee should be focusing on, like many Americans, I have a great deal of interest in how this issue is resolved. As courts have indicated, Congress does have a legitimate role to play in settling the confusion in the law governing professional sports.

That said, I did not sign the requests for information or the memo issued by the majority because the parties are in the midst of what should be private negotiations and there is no deal to review. Inquiries and investigations conducted by this Subcommittee generally involve some measure of wrongdoing. There is nothing wrong with the PGA Tour negotiating its survival. Negotiations are often delicate, and I fear Congress getting involved at this stage could have negative consequences.

I hope that this hearing can be constructive and address the many legitimate questions the public has regarding the future of golf and how to preserve the purity of competition at the highest levels of the game. Although the various parties in this dispute bring different perspectives and objectives to it, my guess is that they do share a common love and respect for the game of golf, and want to see it succeed well into the future.



Statement of
 Ron Price
 Chief Operating Officer, PGA TOUR, Inc.
 Permanent Subcommittee on Investigations
 Committee on Homeland Security
 and Governmental Affairs
 United States Senate

July 11, 2023

Chairman Blumenthal, Ranking Member Johnson, and Members of the Subcommittee, thank you for the opportunity to testify today regarding the PGA TOUR, Inc. (“Tour”). I am pleased to join Jimmy Dunne, an independent director of our Policy Board, in addressing your questions about the future of golf. This is my twenty-ninth year as an employee of the Tour, and I was a Tour consultant for five years prior to becoming an employee. I serve as Chief Operating Officer at the Tour and most recently have been co-leading the Tour while Commissioner Monahan is on medical leave.

Let me start by saying that our goal is to protect an American institution that generates approximately \$200 million for 3,000 charities through tournaments across 34 states in a single year, brings the highest level of sports and entertainment to millions of fans around the globe, and provides the most pro-competitive, legacy-driven platform for the world’s best players.

That goal—our core mission—has been under threat for the better part of two years. When the Saudi-funded LIV Golf Tour launched its inaugural series in 2022, the Tour faced an unprecedented attack. In defending our organization and its regulations—regulations that each member agrees to at the start of every season—we were forced to suspend those players who made the choice to play for LIV Golf; they could play for the new league, but they could not come “back and forth” to freeride off the work and platform of the collective membership they had left behind. In August 2022, we were sued in an effort to invalidate our regulations. This created a fracture in golf unlike anything our sport had experienced in decades and created a division in our closely knit, membership organization.

We believe that we did everything we possibly could to defend what we stand for, including spending tens of millions of dollars to defend litigation instigated by LIV Golf, significant funds diverted away from our core mission to benefit our players and generate charity. As part of the litigation, we were successful in securing a court ruling that the Public Investment Fund (“PIF”) was not protected under sovereign immunity with respect to litigation discovery and potentially liability, something which had never been done before in the United States. Meanwhile, we have seen the continued strength of the Tour thanks to the loyalty, talent, and performance of the remarkable players we are proud to call members of the PGA Tour.

Regardless, it was clear to us—and to all who love the PGA Tour and the game of golf as a whole—that the dispute was undermining growth of our sport and threatening the very survival of the PGA Tour and it was unsustainable. While we had significant wins in the litigation, our players, fans, partners, employees, charities, and communities would lose in the long run.

Instead of losing control of the PGA Tour, an American institution and tradition, we pursued a peace that would not only end the divisive litigation battles, but would also maintain the PGA Tour's structure, mission, and longstanding support for charity. While negotiations toward a definitive agreement are currently underway—and there are no guarantees that we will receive the ultimate approval from our Policy Board, including five Player Directors—the framework agreement contains important safeguards that ensure the Tour will operate fundamentally as it does today: the Tour will control operations, the Tour will control the board of the new subsidiary, and the Tour will be the governing body for competitive golf in connection with any combined golf operations. The agreement provides clear, explicit, and permanent safeguards that ensure the Tour will lead the decisions that shape our future, and that we will have control over our operations, strategy, and continuity of our mission.

As I began my testimony, our goals are achieved through this framework agreement. Of course, I understand the need for additional clarity around how and why the deal came together, and I welcome the opportunity to shed light on the predicament we found ourselves in—one we did not seek, nor one that we could sustain indefinitely—but one for which we have found a workable, productive solution that benefits all who love the game of golf and the PGA Tour.

The remainder of my testimony provides additional details regarding the Tour, the litigation, and the framework agreement that resolved the litigation.

The PGA Tour

The Tour is the world's premier membership organization for touring professional golfers. It sanctions tournaments on the PGA Tour, PGA Tour Champions, Korn Ferry Tour, PGA Tour Latinoamérica, and PGA Tour Canada. The tour has more than 150 active player members from the United States and more than 80 international members from 24 countries and territories.

The PGA Tour is a tax-exempt membership organization, as described in section 501(c)(6) of the Internal Revenue Code. Its principal mission is to promote the sport of professional golf through sanctioning and administering golf tournaments, and promoting the common interests of its membership of touring golf professionals. The Tour provides competitive earnings opportunities for members, protects the integrity of the game, and helps to grow the reach of the game in the United States and around the world. We hold tournaments in 34 U.S. states and nearly a dozen countries around the world. Television coverage of the PGA Tour is broadcast to 200 countries and territories in 26 languages.

In addition to promoting and building the sport of professional golf, the Tour has a longstanding commitment to generating substantial charitable contributions in the communities where its tournaments are played. Even though the Tour is a 501(c)(6) membership organization, and not a charitable organization under section 501(c)(3), the Tour has chosen to structure its tournaments whereby the net proceeds of the tournaments are contributed to local charities. Through its charitable activities, the Tour has supported local healthcare, education, youth development, disaster relief, food banks, military programs, and other causes. Last year, the Tour and its tournaments generated \$215 million for 3,000 charities. Some examples include its support for grantees, including the Hole in the Wall Gang Camp in Connecticut; American

Family Children's Hospital in Wisconsin; and Evans Scholars Foundation in Delaware. In its 54-year history, the Tour and its events have generated \$3.6 billion in charitable giving. In addition, the events sponsored by the Tour help support the additional charitable efforts of Tour members through their individual foundations and fundraising activities.

Litigation Related to LIV Golf

As I mentioned, in August 2022, a group of LIV players filed a federal lawsuit against the Tour seeking to invalidate the Tour's regulations that had made the players ineligible to play in Tour events due to their participation in LIV Golf events. In addition, certain players sought an emergency temporary restraining order to block the Tour from enforcing its regulations. Although the Tour prevailed in defeating the temporary restraining order, the principal litigation continued, and the Tour spent the last year engaged in expensive and divisive litigation.

In late 2022, PIF sought to quash certain discovery requests on the grounds that PIF was immune from lawsuits in the United States under principles of sovereign immunity as specified in the U.S. Foreign Sovereign Immunities Act. In February 2023, in a critical decision, the court ruled in favor of the Tour, concluding that the activities at issue were subject to a "commercial activity" exception to foreign sovereign immunity. PIF appealed this decision, and the appeal was pending at the time of the framework agreement that settled the litigation.

Although the Tour had some significant procedural victories and remains confident in its legal positions in the case, the Tour concluded that protracted litigation was not in the best interests of the players, fans, or the sport of golf. In addition to the financial burden on the Tour, the litigation imposed significant burdens and distractions on others involved in golf, particularly players, sponsors, and other golf organizations that were drawn into the litigation between the Tour and PIF. Years of complex litigation would have been enormously expensive, divisive, and harmful to the Tour, players, fans, and the sport.

Framework Agreement to Resolve the Litigation

The Tour, DP World Tour, and PIF entered into the framework agreement on May 30, 2023, and the agreement was publicly announced on June 6, 2023. The agreement contains two principal binding elements: the complete dismissal of the litigation between the parties and an agreement not to solicit or recruit the players of the other organization. Overall, the Tour achieved very significant objectives in the agreement through the dismissal of the litigation and a commitment that any further agreement would preserve its important role in leading and promoting competitive professional golf. The agreement contemplates the negotiation of a definitive agreement that would include establishing a new commercial subsidiary of the Tour into which the parties will contribute their commercial and golf assets. The framework agreement will terminate at the end of 2023 if the parties do not reach a final agreement. It is far from clear whether a final agreement will be reached, and our Policy Board, which includes players, would be asked to review and approve any final agreement. Whether or not a final agreement is reached, however, the litigation is over. It has already been dismissed and cannot be refiled even if further negotiations over a final agreement do not prove successful.

The executed framework agreement, which has been provided to the Subcommittee, includes the following binding provisions: Paragraph 6 requires the dismissal of all pending litigation and arbitrations with prejudice, meaning that the litigation claims cannot be reopened or refiled. Following the agreement, all litigation claims were dismissed. Paragraph 6 also requires the parties to refrain from soliciting players from other tours while negotiations continue on a potential definitive agreement.

In addition, the agreement contains a number of provisions related to the structure of a potential further agreement regarding the combination of the parties' commercial and golf operations: Paragraph 1 indicates the parties will negotiate in good faith for the creation of a new Tour subsidiary into which the Tour and the DP World Tour will contribute their commercial operations, and the PIF will contribute LIV and its golf assets. Paragraph 1 additionally provides that PIF will make an investment in the new entity and will have a right-of-first-refusal on potential future capital investments in the new company.

Paragraph 1 provides that the Tour will maintain a controlling voting interest in the new entity, regardless of any investment by PIF. The Tour's control of the new entity was a critical component of the agreement for the Tour. Paragraph 2 of the agreement further provides that the Tour will be the competition manager for all golf-related commercial businesses under the agreement.

The Tour's Tax-Exempt Status and Charitable Commitments

The Tour fully intends to continue to meet the applicable requirements and remain a 501(c)(6) tax-exempt membership organization, regardless of the outcome of the discussions with PIF regarding a potential further agreement, and it is fully committed to continuing in its charitable tradition of donating the net proceeds of the tournaments to charity. Importantly, the framework agreement does not address or affect the Tour's tax-exempt status—nor was it ever a deal point in the negotiations. Under U.S. tax law, a nonprofit entity may maintain a for-profit entity, subject to certain requirements, and if the Tour and PIF were to reach a further agreement to combine their golf operations, the Tour intends to operate the new entity consistent with those requirements.

Thank you for the opportunity to testify today, and I would be happy to answer your questions.



Statement of
 Jimmy Dunne
 Independent Director, PGA TOUR, Inc.
 Permanent Subcommittee on Investigations
 Committee on Homeland Security
 and Governmental Affairs
 United States Senate

July 11, 2023

Chairman Blumenthal, Ranking Member Johnson, and Members of the Subcommittee, thank you for the opportunity to testify today regarding the PGA TOUR, Inc. (“Tour”) and the future of golf. The game has been a central part of my life for as long as I can remember. Growing up, I began playing golf with my father when I was ten years old. By age eleven, I was working as a caddy. I have been both an avid player and a devoted follower of professional golf. The future of golf is something that is deeply important to me personally, and I know millions of Americans feel the same way.

Since January of this year, I have had the honor of serving as an independent director of the Tour’s Policy Board, which is its governing board of directors. I was glad to have the opportunity to take on this volunteer role, so that I could give back to golf and bring my independent perspective to the Tour’s leadership. In my role as an independent director, I was involved in the Tour’s efforts to resolve burdensome litigation with LIV Golf (“LIV”) and its majority owner, the Public Investment Fund (“PIF”) of Saudi Arabia, which had fractured the world of golf and threatened to destroy the mission and purpose of the Tour. Those efforts resulted in a framework agreement among the parties, announced on June 6, 2023, which ended the litigation and provided a structure for further negotiations concerning a potential future agreement related to the parties’ golf operations.

The framework agreement—although critical for ending the litigation—is very limited in scope. This has been widely misreported, and I think we at the Tour clearly did not do a good enough job explaining that limited scope, so that it was understood by fans, players, the media, and Congress. I therefore truly appreciate this opportunity to provide additional, accurate information about the framework agreement and its terms and to explain our reasons for pursuing it.

Even before I joined the board, I had seen the incredibly significant contributions that the Tour makes to professional golf and to communities around the world. The Tour continually works to make golf more accessible to everyone, regardless of age, socioeconomic status, race, or nationality. It has a strong and longstanding tradition of contributing its net proceeds to charity, something that I believe is unique in the world of professional sports. Last year, the Tour and its tournaments generated \$215 million for 3,000 charities across the United States, bringing the total charitable impact to \$3.6 billion since the Tour’s inception 54 years ago. We are immensely proud of this commitment.

With LIV Golf's inaugural season in 2022, however, I noticed a change. Golf was suddenly filled with animosity, conflict, and division. The players were choosing sides, and the Tour was faced with the unfortunate necessity of suspending players who chose to play in the inaugural LIV series, despite their membership in the Tour. There are just a few hundred touring professionals in the PGA. The very foundation of membership in the PGA Tour—and the basis for the system that generates revenues available for players—is the exclusive grant of media rights by players to the PGA Tour. As such, even though a relatively small number of players chose to join LIV, the impact of their departures was significant for the Tour. This was a huge and growing disruption, which distracted the key stakeholders from our usual focus on the game of golf and on the Tour's larger mission.

Then, in August of last year, these troubles moved into the courtroom when a group of players sued the Tour in an effort to invalidate our rules and regulations. The very structure and foundation that had made the Tour successful for more than half a century was now threatened. Although we remained confident of prevailing, an extremely costly, disruptive, and distracting courtroom battle seemed likely to drag on for many years.

It was in this environment that I joined the Tour's board, hoping to be part of a solution. In my professional life, I founded and built a successful investment banking firm, and I continue to serve in a senior role for its successor. I am no stranger to acrimonious disputes involving significant businesses and millions of dollars. In my experience, resolving disputes like the Tour's conflict with LIV requires building and maintaining a dialogue between the principals of each organization. I therefore set out to do that with PIF and LIV, once the timing seemed appropriate. The Tour had won some significant victories in the litigation. I suggested to Commissioner Jay Monahan that he consider establishing direct contact with Yasir Al-Rumayyan, the head of PIF, and he agreed.

In mid-April, I contacted Mr. Al-Rumayyan, and he agreed to a meeting. Later that month, I traveled to London—along with the chairman of the Tour's board—to meet with Mr. Al-Rumayyan and his advisors. In early May, we had a second meeting in Venice, which Commissioner Monahan also attended. We discussed six high-level principles for a potential agreement. These principles included two very important potential components from the Tour's point of view: the complete and final settlement of all existing legal disputes, as well as the Tour's continuing responsibility for management of its professional golf operations. From our perspective, these were extremely favorable terms, offering the chance for the Tour to unite the game, repair the fracture, and provide significant future benefits for players, fans, sponsors, and the charities that we support.

Within a few weeks, we had a signed framework agreement that was based on those broad terms, and we announced the agreement shortly thereafter on June 6, 2023. Critically, this was not a final agreement resolving all issues. Instead, it was an initial step toward a potential final agreement, and this is very clear on the face of the framework agreement, a copy of which we recently shared with the Subcommittee.

The Tour and its advisors are taking the lead in the ongoing negotiations toward a final agreement and I'm no longer directly involved in the ongoing negotiations. But what I can tell you about the initial framework agreement is that it is very limited in scope. It has two principal

and binding provisions: (1) the dismissal, with prejudice, of any pending litigation or other dispute, and (2) an agreement not to solicit the players from each other's tour during further negotiations. The other binding terms relate to confidentiality and termination of the agreement if a definitive agreement is not reached. All of the other items in the framework agreement are, by its own terms, "non-binding pending the execution of definitive agreements" after further negotiations. Dismissal of the pending litigation "with prejudice" means that the cases cannot be refiled against the Tour. The litigation, with all its costs and distractions, is over, once and for all.

Even though limited in scope, the framework agreement sketched out a path to guide further negotiations toward a potential long-term agreement. In particular, it contemplates the creation of a new entity that would combine the golf operations of the Tour and LIV in a subsidiary of the Tour in which PIF would have a minority interest. We were not prepared to agree to this without embedding within the framework agreement clear safeguards. For example, the framework agreement expressly provides that if a definitive agreement were to be reached, *the Tour "will at all times maintain a controlling voting interest in" the new entity*, whereas PIF will hold only "a noncontrolling voting interest, notwithstanding any incremental investment by PIF." There are also critical provisions related to the new entity's board of directors. Under the terms of the framework agreement, there must be "majority representation appointed by" the Tour on the board of the new entity. Moreover, three of the four members of the new entity's executive committee must be chosen by the Tour. There are also critical safeguards related to golf operations. Under the agreement, the Tour will have "full decision-making authority with respect to all strategic and operational matters related to competition" in golf.

To emphasize, the Tour will have full decision-making authority. These safeguards were very important to us. We could not, and would not, have reached even this initial framework agreement without all of these strong safeguards against inappropriate control over the game of golf by the PIF.

Some critics have focused on the fact that under the framework agreement, if a final agreement is reached, the head of the PIF would be the chairman of the new commercial subsidiary. To be fair, those critics did not have a copy of the actual framework agreement, which we have shared with the Subcommittee. As that agreement makes clear, the chairman has only one vote on the proposed board. And the proposed board will be controlled by the Tour's appointees. As on any such board, the title "chairman" does not entitle the chairman to take any actions on behalf of the entity that do not have support from the full board, and we made sure that the Tour will appoint a majority of the board members.

Mr. Chairman, as I said at the outset, golf is incredibly important to me. In fact, September 11, 2001, found me on the golf course for an early morning round. It was there that I learned of the attack on our country, and of the deaths of my mentor Herman Sandler and 65 of our colleagues in the collapse of South Tower of the World Trade Center. There is not a day when I fail to think about the friends I lost that day. I have tried to keep faith with them and their families in everything I do.

I know there are concerns about allowing PIF even to invest alongside the Tour, and I will be pleased to answer any questions you might have. But I am very confident, as well, that

this was the best path forward for the Tour, for the players, for the fans, for the game of golf, and indeed for our country.

Thank you for the opportunity to appear before the Subcommittee today.

PERMANENT SUBCOMMITTEE ON
INVESTIGATIONS

MAJORITY STAFF MEMORANDUM TO MEMBERS OF THE
SUBCOMMITTEE

JULY 10, 2023

PRELIMINARY INFORMATION ON AGREEMENT BETWEEN
PGA TOUR AND SAUDI ARABIAN PUBLIC INVESTMENT
FUND

MEMORANDUM

To: PSI Members
From: PSI Majority Staff
Date: July 10, 2023
Re: Preliminary Information on Agreement Between PGA Tour and Saudi Arabian Public Investment Fund

SUMMARY OF THE SUBCOMMITTEE'S INQUIRY TO DATE

On June 12, 2023, the Permanent Subcommittee on Investigations (“PSI” or “the Subcommittee”) launched an inquiry into the June 6, 2023 announcement that PGA Tour—the premier membership organization for professional golfers in North America—had entered into an agreement with Saudi Arabia’s Public Investment Fund (“PIF”) to create a new golf-related entity. The Subcommittee requested documents and information from both PGA Tour and LIV Golf, an entity established in 2021 and backed by the PIF.¹ Although the Subcommittee’s investigation is ongoing, this memorandum presents new information based on documents obtained from both entities to date.

PGA Tour is a 501(c)(6) tax-exempt organization, running tournaments across North America.² It operated as the only professional golf organization in North America until the 2021 formation of LIV Golf by PIF, the Saudi Arabian government’s sovereign wealth fund.³ Despite litigation between PGA Tour and LIV Golf, continuing competition for players, and PGA Tour’s stated concerns about Saudi Arabian involvement in professional golf, on June 6, 2023 PGA Tour and PIF unexpectedly announced an agreement to combine the commercial assets of PGA Tour, LIV Golf, and the European DP World Tour into a new for-profit entity.⁴

Documents produced to PSI reveal new details regarding the events that led to this agreement, how representatives of the Saudi government were involved in the deal, and the future of golf in the United States. These documents also shed light on the meetings that led to the agreement, the significant role PIF and its Governor Yasir Al-Rumayyan hope to play in golf in the United States going forward, and the potential future for LIV Golf and the PGA Tour.

¹ Senator Richard Blumenthal, *Blumenthal Opens Probe into PGA Tour & LIV Golf Agreement* (June 12, 2023), <https://www.blumenthal.senate.gov/newsroom/press/release/blumenthal-opens-probe-into-pga-tour-and-liv-golf-agreement>.

² *See About Us*, PGA Tour, <https://www.pgatour.com/company/about> (last visited July 9, 2023); *PGA TOUR History*, PGA TOUR, <https://www.pgatourmediaguide.com/intro/tour-history-chronology> (last visited July 9, 2023); *Nonprofit Explorer: PGA TOUR INC.*, PROPUBLICA, <https://projects.propublica.org/nonprofits/organizations/520999206/202213199349309201/full> (last visited July 9, 2023).

³ Alan Blinder and Sarah Hurtes, *Confidential Records Show a Saudi Golf Tour Built on Far-Fetched Assumptions*, N.Y. TIMES (Dec. 11, 2022), <https://www.nytimes.com/2022/12/11/sports/golf/liv-saudi-pga.html>.

⁴ *PGA TOUR, DP World Tour and PIF Announce Newly Formed Commercial Entity to Unify Golf*, PGA TOUR (June 6, 2023), <https://www.pgatour.com/article/news/latest/2023/06/06/pga-tour-dp-world-tour-and-pif-announce-newly-formed-commercial-entity-to-unify-golf>.

The documents obtained by the Subcommittee thus far illustrate the need for further inquiry into PIF's United States investments and Saudi Arabian influence efforts in the United States. PIF's desire for a prominent role in golf and high-profile golf events hosted in (or sponsored by) Saudi Arabia is in keeping with the objective laid out by Crown Prince Mohammed bin Salman (the de facto Saudi leader) in "Vision 2030," a government-sponsored project that aims to increase Saudi investment in international sports in order to enhance Saudi Arabia's global influence.⁵ While PIF's recent growth includes significant investment in the United States, the exact scope of those investments and whether they play a role in any larger Saudi Arabian influence campaign remains largely unknown.

BACKGROUND

In October 2021, PIF launched LIV Golf as a direct competitor to PGA Tour.⁶ Since then, PGA Tour and LIV Golf have had an acrimonious relationship.⁷ PGA Tour officials spoke about their concern that LIV Golf was being used to improve Saudi Arabia's image and exert influence in the United States.⁸ PGA Tour suspended players who participated in LIV Golf events and declared them ineligible to participate in tournaments.⁹ PGA Tour Commissioner Jay Monahan remarked on June 12, 2022, "I would ask any player who has left or any player who would consider leaving, '[h]ave you ever had to apologize for being a member of the PGA Tour?'"¹⁰

LIV Golf was similarly critical of PGA Tour's actions. In an email sent by Greg Norman, CEO of LIV Golf, to Commissioner Monahan on February 24, 2022 (and attached to this memo as Appendix 1), Mr. Norman admonished Commissioner Monahan for threatening lifetime PGA Tour bans to any players who left for LIV Golf writing, "when you engage in unfair labor practices with your web of player restrictions, you demonstrate exactly why players are open minded about joining a league that treats players well, respects them, and compensates them according to their true worth."¹¹

⁵ See *Overview*, Saudi Vision 2030, <https://www.vision2030.gov.sa/v2030/overview/>.

⁶ Blinder and Hurtes, *supra* note 3.

⁷ See, e.g., Mark Schlabach, *PGA Tour commissioner Jay Monahan Says Golfers Suspended for LIV Golf Affiliation 'Need us'*, ESPN (June 12, 2022), https://www.espn.com/golf/story/_/id/34081720/pga-tour-commissioner-jay-monahan-says-golfers-suspended-liv-golf-affiliation-need-us; Josh Berhow, *Jay Monahan Calls LIV Golf 'Irrational Threat' During Pointed Press Conference*, GOLF (June 22, 2022), <https://golf.com/news/jay-monahan-calls-liv-golf-irrational-threat/>.

⁸ Brian Schwartz, *Inside the PGA Tour's Washington Lobbying Effort Against the Saudi-Funded LIV Golf league*, CNBC (July 21, 2022), <https://www.cnbc.com/2022/07/21/inside-the-pga-tours-lobbying-effort-against-saudi-funded-liv-golf.html>.

⁹ Schlabach, *supra* note 7.

¹⁰ Kyle Porter, *PGA Tour Commissioner Jay Monahan Addresses LIV Golf: 'How Is This Good for the Game That We Love?'*, CBS SPORTS (June 12, 2022), <https://www.cbssports.com/golf/news/pga-tour-commissioner-jay-monahan-addresses-liv-golf-how-is-this-good-for-the-game-that-we-love/>.

¹¹ Appendix 1 at LIV-PSI-00000001.

The PGA Tour player suspensions led a group of eleven LIV Golf members who had been suspended by PGA Tour to file an antitrust lawsuit against PGA Tour in August 2022, joined shortly thereafter by LIV Golf itself.¹² The suit alleged that PGA Tour used its monopoly power to hinder competition by banning players and influencing vendors, media companies, and others to avoid working with LIV Golf.¹³ In September 2022, PGA Tour countersued, alleging that LIV Golf improperly interfered with PGA Tour golfers' contracts and that LIV Golf was stifling competition, eventually expanding this countersuit to include PIF and Governor Al-Rumayyan himself.¹⁴

ENTERING INTO THE FRAMEWORK AGREEMENT

The earliest known outreach regarding the possibility of an agreement between PGA Tour and PIF occurred on December 8, 2022.¹⁵ That day, in an email to incoming PGA Tour board member Jimmy Dunne, British businessman Roger Devlin wrote that he had been "invited" by the top PIF official to help resolve the ongoing dispute between PGA Tour and LIV Golf.¹⁶ Specifically, Mr. Devlin informed Mr. Dunne that Governor Al-Rumayyan and Amanda Staveley, a "valued adviser" to Governor Al-Rumayyan, had invited Mr. Devlin to "help find a solution to the issues that divide LIV and the PGA."¹⁷ Mr. Devlin explained that Governor Al-Rumayyan had "great ambitions to support, grow and modernise the sport and is clearly well equipped to fund these goals" and offered potential ideas including "co-sanctioned regular PGA tournaments which could come together designated as an Aramco Series" and a "Golf Development Fund" which "would be managed and administered by Saudi Golf in cooperation with the governing bodies."¹⁸ Mr. Dunne declined the invitation to discuss any potential deal at that time, but Mr. Devlin sought to revive discussions on April 14, 2023.¹⁹ Mr. Devlin specifically noted in this April 14 email, "I believe we have a window of opportunity to unify the game over the next couple of months, otherwise I fear the Saudis will doubledown on their investment and golf will be split asunder in perpetuity."²⁰ The correspondence referenced here is attached to this memo as Appendix 2.

Shortly thereafter, on April 18, 2023, Mr. Dunne initiated contact with Governor Al-Rumayyan over WhatsApp.²¹ That correspondence is attached to this memo as Appendix 3. While

¹² Livia Albeck-Ripka, *Mickelson and Other LIV Golfers File Antitrust Suit Against PGA Tour*, N.Y. TIMES (Aug. 3, 2022), <https://www.nytimes.com/2022/08/03/sports/golf/liv-golf-pga-tour-lawsuit.html>.

¹³ Complaint at 1-9, *Mickelson et al. v. PGA Tour Inc.*, No. 5:22-cv-04486-BLF (N.D. Ca. Aug. 3, 2022), ECF No. 1.

¹⁴ Defendant PGA Tour, Inc.'s Answer to Plaintiffs' Amended Complaint & Counterclaim at 54-55, *Mickelson et al. v. PGA Tour Inc.*, No. 5:22-cv-04486-BLF (N.D. Ca. Sept. 28, 2022), ECF No. 108.

¹⁵ Appendix 2 at PGAT-PSI-000947-000949.

¹⁶ *Id.* at PGAT-PSI-000948.

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ *Id.* at PGAT-PSI-000946-000947.

²⁰ *Id.* at PGAT-PSI-000946.

²¹ Appendix 3 at PGAT-PSI-002137-002138.

it is unclear whether Mr. Devlin's renewed correspondence or something else prompted Mr. Dunne's outreach to Governor Al-Rumayyan, Mr. Dunne and Governor Al-Rumayyan subsequently met in person in London, England on April 23-24, 2023 to discuss a potential deal between PGA Tour and PIF.²² The Subcommittee's inquiry shows that Mr. Dunne and Governor Al-Rumayyan were joined for the London meetings by PGA Tour Policy Board Chairman Edward Herlihy, Mohannad S. Alblehed and Brian Gillespie of PIF, Amanda Staveley and Mehrdad Ghodoussi of PCP Capital Partners, Michael Klein of M. Klein and Co., and other PIF representatives.²³ On April 26, 2023, following the London meetings, PCP Capital Partners provided a slide show presentation to Mr. Dunne and Mr. Herlihy (attached as Appendix 4) titled, "The Best of Both Worlds" that contained proposals for a potential long-term agreement between PIF and PGA Tour including:²⁴

- Rory McIlroy and Tiger Woods to own LIV Golf teams and participate in at least 10 LIV Golf events;
- A LIV Golf style team global event with qualifying events held in Saudi Arabia and a final week in Dubai;
- A global golf investment fund managed by PIF; and
- A minimum of two PGA high-profile events to be sponsored by Aramco and/or PIF, with one of these events held in Saudi Arabia.²⁵

Over April, May, and June 2023, the parties negotiated a potential deal through video conferences, phone calls, WhatsApp messages, emails, and in-person meetings. Previous public reporting has revealed the existence and location of a number of these in-person meetings,²⁶ but the Subcommittee's inquiry has revealed the exact dates and many of the participants at all of the in-person meetings that occurred after the April 23-24 meetings in London:²⁷

²² July 10, 2023 email from PGA Tour Counsel to Subcommittee (on file with Subcommittee).

²³ *Id.*

²⁴ Appendix 4 at PGAT-PSI-001220-001229.

²⁵ *Id.* at PGAT-PSI-001223.

²⁶ See, e.g., Alan Blinder et al., *Secrecy, Cigars and a Venetian Wedding: How the PGA Tour Made a Deal with Saudi Arabia*, N.Y. TIMES (June 10, 2023), <https://www.nytimes.com/2023/06/10/sports/golf/pga-liv-merger-monahan-rumayyan.html>; Michael Rosenberg, *Jimmy Dunne, the Architect of the PGA Tour-LIV Golf Deal, Lays Out the Details*, SPORTS ILLUSTRATED (June 8, 2023), <https://www.si.com/golf/news/jimmy-dunne-the-architect-of-the-pga-tour-liv-golf-deal-lays-out-the-details>.

²⁷ June 28, 2023 email from PGA Tour Counsel to Subcommittee (on file with Subcommittee); July 10, 2023 email from PGA Tour Counsel to Subcommittee (on file with Subcommittee).

Date	Location	Participants (by affiliation)
May 11-12, 2023	Venice, Italy	PGA Tour – Jimmy Dunne, Edward Herlihy, Jay Monahan PIF – Yasir Al-Rumayyan, Mohannad S. Alblehed, Brian Gillespie PCP Capital Partners – Amanda Staveley, Mehrdad Ghodoussi M. Klein and Co. – Michael Klein
May 28-30, 2023	San Francisco, CA	PGA Tour – Jimmy Dunne, Edward Herlihy, Jay Monahan, John Wolf PIF – Yasir Al-Rumayyan, Mohannad S. Alblehed, Brian Gillespie DP World Tour – Keith Pelley PCP Capital Partners – Amanda Staveley, Mehrdad Ghodoussi M. Klein and Co. – Michael Klein
June 5-6, 2023	New York, NY	PGA Tour – Jimmy Dunne, Edward Herlihy, Jay Monahan, John Wolf, Laura Neal PIF – Yasir Al-Rumayyan, Kevin Foster Teneo – Stephen Cohen

Knowledge of these negotiations appears to have been restricted to a very small group of people. Ms. Staveley, of PCP Capital Partners, emailed Mr. Dunne and Mr. Herlihy on April 26, 2023 following the April meetings in London stating that “confidentially [sic] is critical at this important time” and confining the discussions at that juncture to the “core team” who had been present at the London meetings.²⁸ Based on the information produced to the Subcommittee to date, it is unclear when top PGA Tour officials, like PGA Tour Chief Operating Officer (“COO”) Ron Price, were first made aware of or had knowledge of the ongoing negotiations.²⁹ Similarly, it is unclear the extent to which professional golf players had any knowledge of the negotiations. An

²⁸ Appendix 4 at PGAT-PSI-001220.

²⁹ See, e.g., Appendix 5 at PGAT-PSI-000377 (April 25, 2023 email chain providing background on PIF and including Mr. Price); Appendix 6 at PGAT-PSI-000868-000870 (May 14, 2023 email between Mr. Price and Commissioner Monahan regarding potential agreement); Appendix 7 at PGAT-PSI-001577 (May 14, 2023 email between Mr. Herlihy and Commissioner Monahan about adding Mr. Price to call concerning potential agreement); Appendix 8 at PGAT-PSI-001578 (May 14, 2023 call invite including Mr. Price, Mr. Herlihy, and Commissioner Monahan); Appendix 9 at PGAT-PSI-002123-002124 (April 20, 2023 communication between Mr. Price, Lance Stover, and Andy Pazder in which Mr. Price states “Jay just told me the meeting is set for Sunday night in London”).

email from June 2, 2023, indicated that Commissioner Monahan was hoping to see PGA Tour players Tiger Woods and Rory McIlroy in person before the planned June 6, 2023 deal announcement.³⁰ Other documents show that Commissioner Monahan was scheduled to call Mr. Woods and Mr. McIlroy on the day the deal was announced when he was also scheduled to call other major sponsors and broadcast partners following the deal's announcement.³¹

The Subcommittee's inquiry shows that the text of the final Framework Agreement (included in the attached Appendix 20) came together in just a few weeks. At least eight drafts of what became the final Framework Agreement were exchanged between May 16, 2023 and May 30, 2023, the day the agreement was signed. A table reflecting the dates and authors of these drafts (as well as the drafts themselves) is included in the attached Appendix 20. Key terms considered during the course of drafting and negotiations included, among others:

- A global team World Golf Series Event concluding in Saudi Arabia, which **did not** make it into the Framework Agreement,³²
- A chart indicating the structure of the new entity and its relationship to PGA Tour, PIF, and LIV Golf, which **did not** make it into the Framework Agreement,³³ and
- The addition of a broad non-disparagement clause to the agreement by PIF on the evening of May 29, which is largely reflected in Paragraph 9 of the executed Framework Agreement.³⁴

In addition to the executed Framework Agreement, PGA Tour officials requested a side agreement specifying that LIV Golf CEO Greg Norman and Performance54 would not be retained by LIV Golf following the execution of the Framework Agreement, and that Mr. Norman and Performance54's dismissal would occur by a specific date.³⁵ Correspondence regarding that side agreement (as well as the text of the proposed agreement itself) is included in the attached Appendices 13 and 14. As of May 25, 2023, drafts of this side agreement were still being exchanged between the parties, but the Subcommittee's inquiry has not yet revealed whether this side agreement was ever executed.³⁶ However, Commissioner Monahan's draft talking points for

³⁰ Appendix 10 at PGAT-PSI-000851.

³¹ Compare Appendix 11 at PGAT-PSI-002035 (noting Commissioner Monahan should have "one-on-one calls" with individuals on "Must Call" list" on day of press release) with Appendix 12 at PGAT-PSI-000288 (including "Rory and Tiger" on "Must Call" list").

³² Appendix 20 at PGAT-PSI-001362.

³³ *Id.* at PGAT-PSI-001363.

³⁴ *Id.* at PGAT-PSI-001485, PGAT-PSI-001489.

³⁵ *Id.* at PGAT-PSI-001465-001466; Appendix 13 at PGAT-PSI-001413-001415; Appendix 14 at PGAT-PSI-002109-002110.

³⁶ Appendix 20 at PGAT-PSI-001464; PGAT-PSI-001465-001466.

announcing the deal to the PGA Tour Policy Board as of June 4, 2023 (included in the attached Appendix 15) noted that “Greg Norman will be reassigned to an advisory role determined by PIF when the PGA TOUR becomes the manager of the LIV Tour.”³⁷ In fact, the topic of who would “oversee” LIV Golf going forward was part of an ongoing conversation among PGA Tour officials. On May 15, 2023, Mr. Herlihy emailed Mr. Dunne, “Jimmy, I raised the idea with Jay of you overseeing LIV going forward. He really liked it.”³⁸ Mr. Dunne replied to Mr. Herlihy, “You and me,” and Mr. Herlihy responded, “Definitely. Meant to say both of us.”³⁹ The Subcommittee’s inquiry has not yet revealed whether these PGA Tour officials pursued this idea any further or whether the parties reached any understanding about who may “oversee” LIV Golf going forward.

The Subcommittee’s inquiry has also revealed new details about discussions between PGA Tour and PIF concerning when and how to make the deal public. It appears that Mr. Dunne believed that there was some benefit to waiting to announce a deal when a final agreement was reached. Mr. Dunne wrote in a June 2, 2023 email to Michael Klein, Edward Herlihy, Commissioner Monahan, Governor Al-Rumayyan, and Virginia Correll of M. Klein and Co. that he “d[id]n’t like the idea of Yasir [Al-Rumayyan] and Jay [Monahan] being put in a position of been [sic] asked questions that neither could possibly know the answer to yet.”⁴⁰ Mr. Klein responded that even the Framework Agreement merited significant press engagement, writing that “[t]he announcement is too big to wait till the definitive” and that the parties needed to “set the narrative of a true relationship and not to reluctant combatants settling litigation.”⁴¹ Mr. Klein wrote that this recommendation relied, in part, on its previous success with a similar press strategy surrounding the announcement of Saudi Arabia’s purchase of Boeing aircraft, stating that they were “taking all of the recent lessons from the Boeing Saudi announcements which went extremely well in DC, Nationally and internationally.”⁴²

There is significant information that remains to be uncovered about these negotiations in the Subcommittee’s ongoing inquiry. The remaining questions include, among other things, whether there was any formal agreement executed regarding the future of Mr. Norman and Performance54. Likewise, more information is needed regarding the content and context of discussions between the parties about the terms of a final agreement, including the precise amount of funding to be put forward by PIF and which assets should be placed in any new commercial entity. The Subcommittee is working to uncover these and other details through its ongoing review of the negotiation between the parties.

³⁷Appendix 15 at PGAT-PSI-000884.

³⁸ Appendix 16 at PGAT-PSI-001584.

³⁹ *Id.*

⁴⁰ Appendix 17 at PGAT-PSI-000833.

⁴¹ *Id.* at PGAT-PSI-000832.

⁴² *Id.*

THE FUTURE OF PGA TOUR'S 501(c)(6)

Another important aspect of the Subcommittee's ongoing inquiry concerns the structure and tax status of PGA Tour going forward. PGA Tour has publicly announced that it intends to retain its status as a 501(c)(6) tax-exempt entity following any final agreement with PIF.⁴³ The currently envisioned structure appears to be an effort to both retain this tax status and also receive investment from PIF, with COO Ron Price writing to Commissioner Monahan on May 28, 2023 that the "sole reason" for "separating the regulatory and commercial bodies is to accommodate the PIF investment" as "[l]egally, we cannot issue equity through the PGA TOUR given our non-stock and 501(c)(6) status."⁴⁴ Based on the framework agreement and the documents reviewed by the Subcommittee thus far, it is unclear what assets will remain in PGA Tour's 501(c)(6) entity and whether PGA Tour should appropriately be designated tax exempt under 501(c)(6) given its role in any new corporate structure.

PIF'S INVESTMENTS

The Subcommittee's ongoing review of communications and documents indicate that PIF hoped for Saudi Arabia to play a larger role in professional golf as part of any final agreement between the parties. PCP Capital Partners' April 2023 presentation (attached as Appendix 4) envisions a team golf tournament culminating in Saudi Arabia, two high-profile PGA events sponsored by PIF (including one in Saudi Arabia), and PIF managing a global golf investment fund.⁴⁵ While many of PIF's initial revisions to the Framework Agreement (included in the attached Appendix 20) were not included in the final Framework Agreement, they suggest that one of PIF's major goals in any final agreement between the parties may be increased professional golf presence in Saudi Arabia—including, for example, a concluding golf team tournament in Saudi Arabia.⁴⁶

PIF's increasing influence and investment in professional golf appears consistent with the plans included in Vision 2030. Vision 2030, authored by the Saudi Arabian government and largely led by Mohammed bin Salman as the Chairman of Saudi Arabia's Council of Economic and Development, is a strategy document that details Saudi Arabia's plans for PIF to become the largest sovereign wealth fund in the world and manage assets of \$2 trillion.⁴⁷ As documents from consultants and internal researchers reviewed by PGA Tour and shared among PGA Tour leadership (and attached as Appendices 5 and 19) show,⁴⁸ PIF is progressing rapidly towards that

⁴³ *PGA TOUR, DP World Tour and PIF Announce Newly Formed Commercial Entity to Unify Golf*, *supra* note 4.

⁴⁴ Appendix 18 at PGAT-PSI-001925; *see, e.g.*, Appendix 15 at PGAT-PSI-000883.

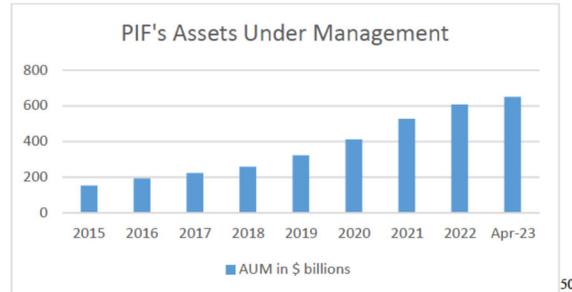
⁴⁵ Appendix 4 at PGAT-PSI-001223.

⁴⁶ Appendix 20 at PGAT-PSI-001362.

⁴⁷ *Saudi Vision 2030 Document* at 7, 47, available at <https://www.vision2030.gov.sa/v2030/overview/>.

⁴⁸ *See* Appendix 5 at PGAT-PSI-000378-000465; Appendix 19 at PGAT-PSI-000927-000932.

goal—having gone from a fund managing assets of \$84 billion in 2014, to managing \$320 billion in 2019, to managing nearly \$700 billion today.⁴⁹



Based on background documents reviewed by PGA Tour, PIF has expanded from an entity of less than 50 employees in 2016 to one with more than 2,000 employees as of April 2023.⁵¹

As a part of its strategic goals, PIF has significantly increased its investment in sports and entertainment worldwide since 2016, having identified “entertainment, leisure, and sports” among thirteen “strategic sectors.”⁵² In addition to LIV Golf, PIF’s other sports and entertainment investments include the purchases of Newcastle United, a Premier League soccer team, and two of the biggest videogame tournament operators, ESL and FACEIT.⁵³ It has also reportedly made

⁴⁹ See Appendix 5 at PGAT-PSI-000464; Public Investment Fund, *Annual Report 2021* at 4, <https://www.pif.gov.sa/VRP%202025%20Downloadables%20EN/PIFStrategy2021-2025-EN.pdf>; Public Investment Fund, *Public Investment Fund Program 2021-2025* at 18, <https://www.pif.gov.sa/Annual%20Report%20EN/PIF%20Annual%20Report%202021.pdf>; *Saudi PIF maintains 6th rank among world’s top SWFs with \$607.4 bln assets*, Argam (June 1, 2023), <https://www.argaam.com/en/article/articledetail/id/1613419>; *PIF assets rise to \$650 bln*, Argam (Oct. 4, 2023), <https://www.argaam.com/en/article/articledetail/id/1635352>.

⁵⁰ Public Investment Fund, *Annual Report 2021* at 4, <https://www.pif.gov.sa/VRP%202025%20Downloadables%20EN/PIFStrategy2021-2025-EN.pdf>; Public Investment Fund, *Public Investment Fund Program 2021-2025* at 18, <https://www.pif.gov.sa/Annual%20Report%20EN/PIF%20Annual%20Report%202021.pdf>; *Saudi PIF maintains 6th rank among world’s top SWFs with \$607.4 bln assets*, Argam (June 1, 2023), <https://www.argaam.com/en/article/articledetail/id/1613419>; *PIF assets rise to \$650 bln*, Argam (Oct. 4, 2023), <https://www.argaam.com/en/article/articledetail/id/1635352>.

⁵¹ Appendix 5 at PGAT-PSI-000464.

⁵² Public Investment Fund, *Annual Report 2021* at 4, <https://www.pif.gov.sa/Annual%20Report%20EN/PIF%20Annual%20Report%202021.pdf> (last visited July 9, 2023).

⁵³ Tariq Panja and Rory Smith, *Saudi-Led Group Completes Purchase of Newcastle United*, N.Y. TIMES (Oct. 7, 2021), <https://www.nytimes.com/2021/10/07/sports/soccer/newcastle-saudi-premier-league.html>; Kevin Hitt, *ESL, FACEIT Sold to Saudi-Backed Group for \$1.5B*, SPORTS BUSINESS JOURNAL (Jan. 24, 2022), <https://www.sportsbusinessjournal.com/Daily/Closing-Bell/2022/01/24/ESL.aspx>.

substantial investments in Formula One and World Wrestling Entertainment, Inc.⁵⁴ In June 2023, PIF reportedly took control of the four biggest teams in Saudi Arabia's Pro League, coinciding with an ongoing joint effort by Saudi Arabia, Egypt, and Greece to host the 2030 World Cup.⁵⁵

According to reports, PIF also has made significant investments in the United States during this time, including owning significant stakes in many prominent companies. It established a New York-based subsidiary, USSA International, LLC, in 2022.⁵⁶ Documents reviewed by PGA Tour and provided to the Subcommittee have shown significant investments in, among others, Lucid Motors, Activision Blizzard, Electronic Arts, and Live Nation Entertainment.⁵⁷ Public reporting confirms these investments.⁵⁸

PIF provides little public transparency into its investments: the most recent version of the widely recognized Sovereign Wealth Fund Scoreboard—a ranking compiled by the Peterson Institute for International Economics which assess the transparency and accountability of sovereign wealth funds worldwide—ranked PIF 56th out of the 64 funds surveyed.⁵⁹ Indeed, PGA Tour itself stated in internal communications provided to the Subcommittee and circulated among PGA Tour personnel on June 5, 2023 (one day before the announcement of the Framework Agreement) that “PIF has historically disclosed very limited information about their international (i.e., outside of [Saudi Arabia]) investments.”⁶⁰ The absence of significant public accounting regarding where, how, and why PIF spends its money in the United States highlights the need for the Subcommittee's continued study of both PGA Tour and PIF's agreement and PIF's investments in the United States more broadly.

⁵⁴ Lauren Hirsch and Michael J. de la Merced, *After LIV Golf, What Will Be the Next Saudi Sports Bet?*, N.Y. TIMES (June 10, 2023), <https://www.nytimes.com/2023/06/10/business/dealbook/saudi-sports-investing.html>.

⁵⁵ Ahmed Walid, *PIF to Take Control of Saudi Arabia's Four Biggest Clubs as Part of Major Shake-up in Pro League*, THE ATHLETIC (June 5, 2023), <https://theathletic.com/4581869/2023/06/05/saudi-arabia-pif-pro-league/>; Matthew Martin and Yousef Gamal El-Din, *Saudi Arabia Weighs World Cup 2030 Bid with Egypt, Greece*, BLOOMBERG (Nov. 29, 2022), <https://www.bloomberg.com/news/articles/2022-11-29/saudi-arabia-says-mulling-world-cup-2030-bid-with-egypt-greece#sj4y7vzkg>.

⁵⁶ *The Big Apple Is Blossoming as PIF Begins Hiring for Its New NYC Office*, GLOBAL SWF (Sept. 20, 2022), <https://globalswf.com/news/the-big-apple-is-blossoming-as-pif-begins-hiring-for-its-new-nyc-office>.

⁵⁷ Appendix 19 at PGAT-PSI-000929.

⁵⁸ See e.g., *Saudi PIF Held Nearly \$56 Bln of U.S.-Listed Stocks in December 2021*, REUTERS (Feb. 14, 2022), <https://www.reuters.com/markets/europe/saudi-pif-held-nearly-56-bln-us-listed-stocks-december-2021-2022-02-15/>; Caitlin Kelley, *Saudi Arabia's Public Investment Fund Buys \$500 Million Stake in Live Nation*, FORBES (Apr. 29, 2020), <https://www.forbes.com/sites/caitlinkelley/2020/04/29/saudi-arabias-public-investment-fund-buys-500-million-stake-in-live-nation/?sh=1547f21d1daf>; *Saudi Arabia's PIF Raises Stake in U.S. Game Maker Activision by 13.3 pct-filing*, REUTERS (Aug. 16, 2021), <https://www.reuters.com/world/middle-east/saudi-arabias-pif-raises-stake-us-game-maker-activision-by-133-pct-filing-2021-08-16/>; Stephen Totilo, *Saudi Stake in EA, Take-Two Grows as It Pours Money into Gaming*, AXIOS (Feb. 16, 2023), <https://www.axios.com/2023/02/16/saudi-arabia-ea-activision>.

⁵⁹ Peterson Institute for International Economics, *Sovereign Wealth Funds Are Growing More Slowly, and Governance Issues Remain* (Feb. 2021), <https://www.piie.com/sites/default/files/documents/pb21-3.pdf>.

⁶⁰ Appendix 19 at PGAT-PSI-000927.

Appendix 1

Date: Thursday, February 24 2022 04:30 PM
 Subject: You Can't Ban Players From Playing Golf
 From: Greg Norman
 To: 'Jay Monahan' <[REDACTED]>;
 CC: Atul Khosla [Redacted - PII];
 BCC: Greg Norman [Redacted - PII];
 Attachments: image001.jpg
 February 24, 2022

Commissioner Jay Monahan
 1 PGA TOUR Boulevard
 Ponte Vedra Beach, FL 32082

Dear Commissioner Monahan:

Surely you jest. And surely, your lawyers at the PGA Tour must be holding their breath.

As has been widely reported, you have threatened the players on the PGA Tour, all of whom are independent contractors, with lifetime bans if they decide to play golf in a league sponsored by anyone other than the Tour.

For decades, I have fought for the rights of players to enjoy a career in which they are rewarded fully and properly for their efforts. They are one-in-a-million athletes. Yet for decades, the Tour has put its own financial ambitions ahead of the players, and every player on the tour knows it. The Tour is the Players Tour not your administration's Tour. Why do you call the crown jewel in all tournaments outside the Majors "The Players Championship" and not "The Administration's Championship?"

But when you try to bluff and intimidate players by bullying and threatening them, you are guilty of going too far, being unfair, and you likely are in violation of the law.

Simply put, you can't ban players from playing golf. Players have the right and the freedom to play where we like. I know for a fact that many PGA players were and still are interested in playing for a new league, *in addition to* playing for the Tour. What is wrong with that?

What is wrong with allowing players to make their own decisions about where to play and how often to play? What is so wrong with player choice? Why do you feel so threatened that you would resort to such a desperate, unwise, and unenforceable threat?

I noticed a recent article by the former chief lawyer to the Federal Trade Commission that stated:

"Let's be clear: A lifetime ban is never going to happen. PGA Tour Commissioner Jay Monahan is no doubt being advised by high-priced lawyers who—if they are worth even a fraction of their lofty rates—have surely advised him of the legal consequences that will blow up in the PGA Tour's face if it imposes lifetime bans on independent contractors who choose to associate with a competitor.

Most notably, imposing a lifetime ban on players would trigger a slam-dunk antitrust lawsuit by Norman's upstart league, the players, or even federal antitrust enforcers who have made it a priority to protect workers' ability to play their trade for whomever they please without interference from corporate giants."^[1]

[1] <https://insidesources.com/calling-the-pga-tours-bluff/>

Competition in all aspects of life, sport, and business is healthy and the players deserve to be well compensated, which is why so many players have expressed an interest in playing in a new league. But when you threaten to end players' careers and when you engage in unfair labor practices with your web of player restrictions, you demonstrate exactly why players are open minded about joining a league that treats players well, respects them, and compensates them according to their true worth.

Commissioner – this is just the beginning. It certainly is not the end.

Sincerely,



LIV-PSI-0000001

Greg Norman

Greg Norman
LIV Golf Investments
CEO & Commissioner

E: Redacted - PII

[1] <https://insidesources.com/calling-the-pga-tours-bluff/>

Appendix 2

From: Roger Devlin [REDACTED]
Sent: 4/14/2023 6:27:20 AM
To: Dunne III, Jimmy [REDACTED]
Subject: Re: LIV/PGA STRICTLY PRIVATE AND CONFIDENTIAL and WITHOUT PREJUDICE [EXTERNAL]

Jimmy,
As I'm sure you're aware we have hacked out a very rough proposal through the intermediation of Keith Pelley. This concentrates LIV's schedule largely within the fall season in accordance with Jay's wishes. As a dealmaker you will appreciate timing is everything. I believe we have a window of opportunity to unify the game over the next couple of months, otherwise I fear the Saudis will double down on their investment and golf will be split asunder in perpetuity.
Let me know if you see any merit in a conversation?
Roger

From: "Dunne III, Jimmy" <[REDACTED]>
Date: Tuesday, 3 January 2023 at 20:42
To: "... " <[REDACTED]>
Subject: Re: LIV/PGA STRICTLY PRIVATE AND CONFIDENTIAL and WITHOUT PREJUDICE

Probably not at this time

From: "Roger Devlin" <[REDACTED]>
Date: Tuesday, January 3, 2023 at 3:37:44 PM
To: "Dunne III, Jimmy" <[REDACTED]>
Subject: Re: LIV/PGA STRICTLY PRIVATE AND CONFIDENTIAL and WITHOUT PREJUDICE [EXTERNAL]

Jimmy,
Happy New Year!
I hope it will be a more peaceful one in the golfing world.
I do detect that since I first corresponded with you a month ago the Saudi position is hardening, as they are confident LIV will prevail over the long term if only because of almost limitless financial resources.
Please let me know if you feel an introductory call would serve any purpose, as we are perfectly happy to fly to Florida for a meeting but only if we are confident there is a basis for discussion?
My diary is better this month than in February when I have a number of immovable commitments.
Roger

From: "Dunne III, Jimmy" <[REDACTED]>
Date: Wednesday, 14 December 2022 at 13:37
To: "... " <[REDACTED]>
Subject: Re: LIV/PGA STRICTLY PRIVATE AND CONFIDENTIAL and WITHOUT PREJUDICE

Not as good --after the new year we will figure a way to say hello

From: "Dunne III, Jimmy" <[REDACTED]>
Date: Monday, 12 December 2022 at 23:45
To: "... .." <[REDACTED]>
Subject: Re: LIV/PGA STRICTLY PRIVATE AND CONFIDENTIAL and WITHOUT PREJUDICE

So sorry thought you were in Florida

From: "Roger Devlin" <[REDACTED]>
Date: Monday, December 12, 2022 at 6:13:47 PM
To: "Dunne III, Jimmy" <[REDACTED]>
Subject: Re: LIV/PGA STRICTLY PRIVATE AND CONFIDENTIAL and WITHOUT PREJUDICE [EXTERNAL]

Jimmy,
No problem – is that a “virtual” cappucino in the first instance?
Much as I would love to travel to the States, it’s quite a long way for a coffee!
All best,
Roger

PS I’ve always believed the best way to get the measure of a man is to play golf with him.....

From: "Dunne III, Jimmy" <[REDACTED]>
Date: Monday, 12 December 2022 at 17:33
To: "... .." <[REDACTED]>
Subject: Re: LIV/PGA STRICTLY PRIVATE AND CONFIDENTIAL and WITHOUT PREJUDICE

Roger --I would like to have a cup of coffee first --just like to visit with you not to discuss anything specific just like to know you a little before anything else if you are up for that--best Jimmy

From: "Roger Devlin" <[REDACTED]>
Date: Friday, December 9, 2022 at 6:42:04 AM
To: "Dunne III, Jimmy" <[REDACTED]>
Subject: Re: LIV/PGA STRICTLY PRIVATE AND CONFIDENTIAL and WITHOUT PREJUDICE [EXTERNAL]

Mr Dunne,
Please note that the below mail, written in good faith in an attempt to move hitherto entrenched positions, is Without Prejudice.
RD

From: "... .." <[REDACTED]>
Date: Thursday, 8 December 2022 at 21:58
To: <[REDACTED]>
Subject: LIV/PGA STRICTLY PRIVATE AND CONFIDENTIAL

Dear Mr Dunne,

I am writing to you in the strictest confidence.

I believe we both share a deep affection for the game of golf. The sport has been riven apart by the unfortunate and well documented division between LIV and PGA. I would like to explore whether we might be able to restore a little harmony in the best interests of the game.

By way of background I am Chairman of Sunningdale Golf Club and I have recently retired from the Board of the Royal & Ancient where, in particular, I had responsibility over Business Affairs. I previously served as a non executive director of PGA European Tour Courses and Deputy Chairman of the English Football Association.. I also chair a large public company here in the UK.

Last summer I hosted Jay Monahan together with Keith Pelley at Sunningdale – I felt Jay represented the Tour with great passion and professionalism.

Recently, I worked with Amanda Staveley, to facilitate the takeover of Newcastle United Football Club by PIF and now chaired by His Excellency Yasir Al Rumayyan. Amanda remains a 10% shareholder in the club and is a valued adviser to His Excellency. They invited me to help find a solution to the issues that divide LIV and the PGA.

Accordingly, as I think you are aware from Sean O’Flaherty, I arranged for Rory to meet with His Excellency when he was in Dubai last month. It was a very cordial and constructive meeting. His Excellency has great ambitions to support, grow and modernise the sport and is clearly well equipped to fund these goals. He has been frustrated by his inability to engage constructively with the PGA. Rory made it clear that in accepting the meeting he was speaking only for himself although he believes his views are broadly shared by Tiger and the other top players – he also emphasised he was seeking no personal financial gain, he was simply trying to unify the game.

In our meeting Rory and His Excellency talked of the need for compromise to benefit all the game’s stakeholders be they players, fans, broadcasters, sponsors or charities. His Excellency is especially conscious of the opportunities for innovation to ensure golf broadens its appeal to a younger and wider demographic, possibly involving team golf and female participants. We also spoke of specific opportunities such as a Fall “IPL” style team event culminating in a revived World Cup of Golf, as well as co-sanctioned regular PGA tournaments which could come together designated as an Aramco Series. There was agreement by both Rory and His Excellency that the leading players are unwilling to compete in more than 26 tournaments.

His Excellency recognises the merits of compensating those PGA players who have remained loyal to the Tour and he would undertake to establish a substantial Equalisation Fund for their benefit. Equally arrangement would have to be made for LIV players to be admitted to PGA tournaments and recover World Ranking points.

LIV would also contribute a Golf Development Fund to promote global golf inclusivity. This would be managed and administered by Saudi Golf in cooperation with the governing bodies.

His Excellency appreciates that the situation has not been helped by the approach adopted by certain individuals and would be happy to explore a new combined management structure whereby LIV and the PGA might work in partnership especially in respect of media rights.

While the parties may appear far apart right now I do believe there is a common desire among the leading players and shared by His Excellency to bring the sport back together in time to impact the 2024 schedule. Clearly the devil will be in the considerable detail but if we could make some early progress it should be possible to agree a cooling off period and mutual stay of legal actions for everyone’s benefit.

Jimmy, I am taking much on trust in writing to you in these terms but given our mutual membership of the R&A and your outstanding reputation for both fairness and decisive action I hope that this may lead to an early meeting in the States or London as you prefer. If you wish to call me in the first instance I may be reached at [REDACTED]

Yours sincerely,

Roger Devlin

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Appendix 3

Chat with "Yesir Golf" <+ [REDACTED]> on April 18, 2023
System Message <System Message>
Yesir Golf <+ [REDACTED]>
Jimmy Dunne <+ [REDACTED]>
Earliest item: 2023-04-18 07:10:27
Latest item: 2023-04-18 17:50:50

Tuesday 18 April 2023

System
Instant Message : WhatsApp
From: System Message <System Message> 07:10:27
Messages and calls are end-to-end encrypted. No one outside of this chat, not even WhatsApp, can read or listen to them. Tap to learn more

Instant Message : WhatsApp
From: Jimmy Dunne <+ [REDACTED]> 07:10:27
Yesir--my name is Jimmy Dunne I am a member of the tour policy board I would like the opportunity for a call and then hopefully visit best Jimmy

Instant Message : WhatsApp
From: Yesir Golf <+ [REDACTED]> 09:14:10
Sure, would like to get in a call. I'm available now if that works for you.
Best,
Yesir

Instant Message : WhatsApp
From: Jimmy Dunne <+ [REDACTED]> 16:15:54
So sorry was on golf course and board meeting--will call

Instant Message : WhatsApp
From: Yesir Golf <+ [REDACTED]> 16:18:39
Just tried u back

Instant Message : WhatsApp
From: Yesir Golf <+ [REDACTED]> 16:19:04
My what's app calls are not going through

Instant Message : WhatsApp
From Jimmy Dunne <+ [REDACTED]> 16:22:21
[REDACTED]

Instant Message : WhatsApp
From Jimmy Dunne <+ [REDACTED]> 16:42:31
Thank you so much for the conversation will be back Jimmy

Instant Message : WhatsApp
From Jimmy Dunne <+ [REDACTED]> 16:59:35
Yeah--April-22 till 5-3 if you USA awesome or meet in London--does any of that time work for your schedule Jimmy--would love to have ad herifly meet you too --we all want the same thing --no extra shot for you and don't bring doctor note !!! 🍀

Instant Message : WhatsApp
From Yesir Golf <+ [REDACTED]> 17:42:24
👍👍👍

Instant Message : WhatsApp
From Jimmy Dunne <+ [REDACTED]> 17:42:40
👍👍👍

Instant Message : WhatsApp
From Yesir Golf <+ [REDACTED]> 17:42:56
Let me check my schedule with my office and will revert back to you shortly

Instant Message : WhatsApp
From Jimmy Dunne <+ [REDACTED]> 17:50:50
Excellent

End Thread

Thread Statistics
Instant Message Count
13

Appendix 4

From: Amanda Staveley [REDACTED]
Sent: 4/26/2023 2:12:58 PM
To: Dunne III, Jimmy [REDACTED]; [REDACTED]
CC: HE Yasir al Rumayyan [REDACTED]; Mohannad S. AlBlehed [REDACTED]; Brian Gillespie [REDACTED]; Mehrdad Ghodoussi [REDACTED]; Michael Klein [REDACTED]
Subject: Connecting us all. [EXTERNAL]
Attachments: PCP_Golf_New_2023-04-22f.pptx

Gentlemen,

Firstly, many thanks for making the time to meet with us in London. We felt the time spent together was invaluable - and we were particularly encouraged by your guidance and determination to find a solution to the current issues between the PGAT and LIV. Evidently, there's a real opportunity to build something truly remarkable - preferably under one roof.

As we discussed, it will be helpful to have a regular weekly catch up over zoom or the phone to keep updated on various matters. I am connecting the core team over email; understanding confidentially is critical at this important time. Should you want this list expanded to include others - please let me know.

Separately I will liaise with His Excellency's office and revert back with suggestions for a zoom meeting next week. I enclose an electronic version of Monday's presentation for your files.

Looking forward to moving this project forward.

Thanks
Amanda

Amanda Staveley
Chief Executive Officer
PCP Capital Partners

T | [REDACTED]
T | [REDACTED]
T | [REDACTED]
E | [REDACTED]

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PCP Capital Partners
The Best of Both Worlds
April 2023

Foundational Principles/Objectives

- To enter into compromise discussions in good faith as soon as possible with a “win-win” solution for all parties
- To achieve this, the following needs to be agreed:
 - Both parties to stay their respective legal actions immediately and also initiate a cooling off period for PR reasons. As a part of this, LIV has been requested by the PGAT/European Tour to stop their players being poached once HoTs are agreed
 - Cooperation and joint governance of the game of golf on an equal-footing basis. This includes the establishment of a mutually respectful partnership including:
 - Cross ownership of media rights (PGA and LIV joint-venture going forward)
 - Governance agreement as to players’ rights, tournament schedules, and co-sanctioned events
 - To harmonise the complementary PGA/LIV scheduling of events throughout the season (on equal footing such that LIV is not tacked on as an afterthought during “silly season”)
 - LIV golfers to have full PGAT playing status rights restored (on retrospective basis)
 - LIV golfers to receive Official World Golf Ranking points (including retrospectively for 2022/23 and 2023/24 seasons)
 - LIV golfers are to have unfettered access to Majors (including the PGA Championship) as per normal qualifying criteria
 - LIV golfers to have full Ryder/President’s Cup rights restored
- The Majors and broadcasting partners are fully supportive of a settlement to ensure that the best golfers are competing against each other across marquee events and the Majors
- Similarly, Tour and LIV players are pushing for a compromise agreement that supports all stakeholders and puts an end to divisive arguments that benefits no stakeholders

Proposals For Consideration

- LIV is proposing that Rory McIlroy and Tiger Woods would own teams and play in at least to 10 LIV events. This and the participation of other leading players is subject to further discussions
- Initiate a large-scale superstar LIV style team global event to include PGA, LIV and LPGA players. The 16 team Captains and subsequent teams are subject to a draft on live TV. To increase Ryder Cup level of interest, this may also include the constitution of national teams (e.g. 4 x US teams including Rory and Tiger (if fit)). The introduction of national teams should work well as it creates real jeopardy / excitement for broadcasters and fans. The qualifying is to be held in Saudi Arabia, with the final week in Dubai. TV Revenue is to flow to LIV
- The development of global golf investment fund to be invested with seed capital by both parties, but to be managed by PIF. The mandate of this fund is to invest on behalf of the PGA and LIV into diverse golf assets, including innovative technologies to improve the game, real estate, data businesses, etc.
- As the PGA is a non-profit, for LIV to share in any media rights, it's necessary to spin off broadcast income into a new vehicle to be owned by LIV. This should work as the PGA has separated a % of its Revenue into a subsidiary to provide funding for the European Tour. This also potentially may evolve into a combined new media deal with Comcast to benefit all
- HE Yasir Al Rumayan to become a Director of the International Golf Federation and to receive membership at Augusta and the R&A. As a part of this, LIV is to review its senior management structure and Board composition
- A minimum of 2 PGA Elevated Events to be branded under Aramco and/or PIF flags. One is proposed to be held in Saudi Arabia
- PGA to work together with LIV / PIF to see how LIV formats (re: team events, shotgun starts, etc.) work for broadcasting partners
- LIV team branding and other identifying elements are to continue through any co-sanctioned events

LIV Golf Proposals

- LIV Golf League tournaments are to not compete with the Majors, PGA Elevated events, and international team events
- In the event of substantive agreement with the Tours, LIV will undertake to re-design their preliminary 2024 program to accommodate the co-sanctioned schedule
- As part of or outside of the LIV Golf League, LIV is willing to explore co-sanctioned and co-sponsored events with PGA. Such events would be interspersed throughout the regular PGA season. In case of non-affiliated LIV players competing in these LIV Golf League events, such players would compete as part of teams created specifically for each relevant event, such that they may participate in – and be rewarded for – the team element of the competition but not to the detriment of individual stroke play
- LIV has supported – and will continue to support – designated local charities at its tournament locations, following a pledge of \$100Mn to its CSR program. LIV is willing to rebrand and relaunch its CSR program (potentially jointly with PGA). These funds are to be continued to be governed and administered by LIV Golf. While LIV Golf will retain full control of this program, it is willing to involve other stakeholders from the golf ecosystem (e.g. via an Advisory Board)
- LIV to review possibilities of investing in Tour properties, in particular partnering in Tour media rights vehicles

Current PGA Status

Media Rights Buyers
Domestic (2022-2030)
ViacomCBS (Average 19 Events)
NBC (Comcast)
NBC (Average 8 Events)
Golf Network (Thursday/Friday and Early Weekend Coverage)
ESPN+
OTT Subscription For 36 Tournaments
7.6 Million Subscribers
4,000 Hours of Streaming Coverage
International
Renegotiated from Warner Bros Discovery Channel Such That PGA Tour Manages Rights Distribution From 2023

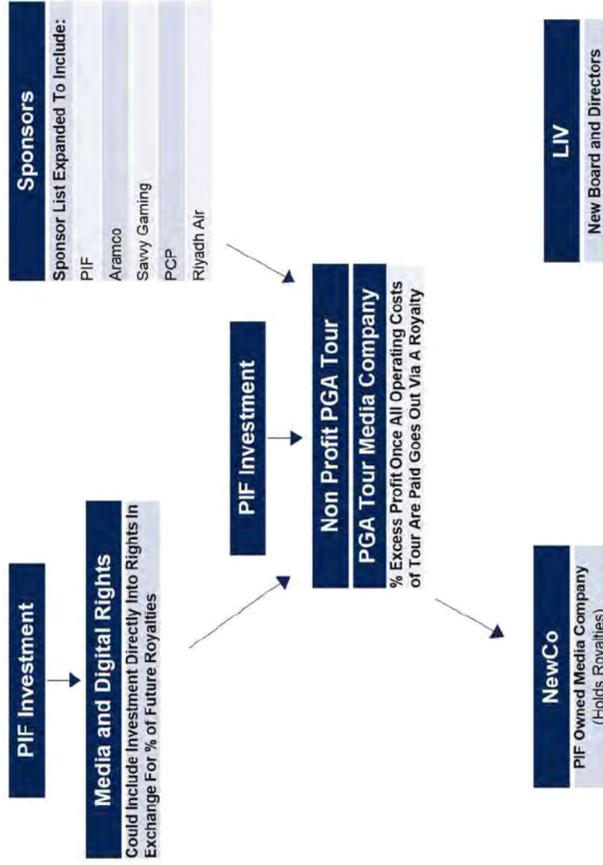
Sponsors
Split into c.45 categories
PIF/PIF-Related Parties Could Also Enter Here
Atamco
Savvy Gaming
Riyadh Air
PCP

PGA Tour Operating Costs
Sales, General and Administrative
Player Remuneration
Charity Commitments

PGA Cost Considerations

<p>Operating Costs</p>	<ul style="list-style-type: none"> ▪ Sales, General and Administrative
<p>Players' Remuneration</p>	<ul style="list-style-type: none"> ▪ Tour Championship Prize ▪ General Players Prize Funds ▪ PGA Tour Pensions ▪ Player Impact Program (PIP): \$100m (Top 20 Players) ▪ 12 x Elevated Events: \$240m ▪ Player Remuneration: All Exempt Players Base Level of \$500k Each ▪ Lower Ranking Players: \$5k Pot in Recognition of Player Expenses

Future Structure



2023 Golf Schedule: For Reference

Week #	Week start	LIV Golf (To be updated)	PGA Tour	DP World Tour	Majors
1	2-Jan-23		Sentry Tournament, Hawaii (\$15Mn)		
2	9-Jan-23		Sony Open, Hawaii (\$7.9Mn)	Hero Cup Abu Dhabi (N/A)	
3	16-Jan-23		American Express, California (\$8Mn)	Abu Dhabi HSBC (\$9Mn)	
4	23-Jan-23		Farmers Insurance Open, California (\$8.7Mn)	Dubai Desert Classic (\$9Mn)	
5	30-Jan-23		AT&T Pebble Beach, California (\$9Mn)	Ras al Khaimah Champ. (\$2Mn)	
6	6-Feb-23		WM Phoenix Open, Arizona (\$20Mn)	Singapore Classic (\$2Mn)	
7	13-Feb-23		Genesis Invitational, California (\$20Mn)	Thailand Classic (\$3Mn)	
8	20-Feb-23	Mayakoba, Mexico	Honda Classic, Florida (\$8.4Mn)	Hero Indian Open (\$2Mn)	
9	27-Feb-23		- Arnold Palmer Invitational, Florida (\$20Mn)		
			- Puerto Rico Open (\$3.8Mn)		
10	6-Mar-23		The Players Championship, Florida (\$25Mn)	Magical Kenya Open (\$2Mn)	
11	13-Mar-23	The Gallery, Tucson	Valspar Championship, Florida (\$8.1Mn)	SDC Championship, S. Africa (\$1.5Mn)	
12	20-Mar-23		- World Golf Championships, Texas (\$20Mn)	Jonson Workwear Open, Sileyn City, S. Africa (\$1.5Mn)	
13	27-Mar-23		- Corales Puntacana, DR (\$3.8Mn)		The Masters, Georgia (\$11.5Mn)
14	3-Apr-23		Valero Texas Open, Texas (\$8.9Mn)		
15	10-Apr-23		RBC Heritage, South Carolina (\$20Mn)		
16	17-Apr-23	The Grange, Australia	Zurich Classic, Louisiana (\$8.6Mn)	ISPS Handa Champ., Japan (\$2Mn)	
17	24-Apr-23	Sentosa, Singapore	Mexico Open at Vidanta (\$7.7Mn)	Korea Championship (\$2Mn)	
18	1-May-23		Quail Hollow, North Carolina (\$20Mn)	Italian Open (\$3.25Mn)	
19	8-May-23	Cedar Ridge, Oklahoma	AT&T Byron Nelson (\$9.5Mn)	Soudal Open, Belgium (\$2Mn)	
20	15-May-23				PGA Championship, New York (TBA)
21	22-May-23	Trump National DC, Washington DC	Charles Schwab Challenge, Texas (\$8.7Mn)	Dutch Open (\$2Mn)	
22	29-May-23		Memorial Tournament, Ohio (\$20Mn)	European Open, Germany (\$2Mn)	
23	5-Jun-23	The International, Boston	RBC Canadian Open, Canada (\$9Mn)	Volvo Car Scandinavian, Sweden (\$2Mn)	
24	12-Jun-23				U.S. Open, California (TBA)
25	19-Jun-23		Travelers Championship, Connecticut (\$20Mn)	BMW International, Germany (\$2Mn)	
26	26-Jun-23	Valderrama, Spain	Rocket Mortgage Classic, Michigan (\$8.8Mn)	Belfred British Masters (\$3.5Mn)	

Private and Confidential Note: Prize purse in parenthesis. Considers LIV Golf tentative 2023 schedule. For PGAT and DPWT, it includes announced 2023 season when available. For the events not yet announced, it mirrors events held in season 21/22; 1. PGAT has announced 12 Elevated Events per year (\$20Mn average prize purse) | Source: PGA Tour, DP World Tour, Sports Illustrated, LIV Golf

2023 Golf Schedule: For Reference (Cont'd)

Week #	Week start	LIV Golf (To be updated)	PGA Tour	DP World Tour	Majors / Ryder Cup
27	3-Jul-23	Centurion, London	John Deere Classic, Illinois (\$7.4Mn)	Made in Himmerland, Denmark (\$3.25Mn)	
28	10-Jul-23		Barbasol Champ., Kentucky (\$3.8Mn)	Genesis Scottish Open (\$8Mn)	The Open Champ., England (\$14Mn)
29	17-Jul-23		Barclay's Champ., California (\$3.8Mn)		
30	24-Jul-23		3M Open, Minnesota (\$7.8Mn)		
31	31-Jul-23	Greenbrier, West Virginia	Wyndham Championship, North Carolina (\$7.6Mn)		
32	7-Aug-23	Trump National Bedminster, New Jersey	FedEx St. Jude Champ., Tennessee (\$20Mn)		
33	14-Aug-23		BMW Championship, Illinois (\$20Mn)	ISPS Handa, N. Ireland (\$1.5Mn)	
34	21-Aug-23		Tour Championship (N/A)	D+D Real Czech Masters (\$2Mn)	
35	28-Aug-23	Rich Harvest Farms, Chicago		European Masters, Switzerland (€2.5Mn)	
36	4-Sep-23	Jeddah, Saudi Arabia		Horizon Irish Open (\$6Mn)	
37	11-Sep-23		Fortinet Champ., California (\$8Mn)	BMW PGA Champ., U.K. (\$9Mn)	
38	18-Sep-23	Trump Doral, Miami	Presidents Cup, North Carolina (N/A)	Cazoo Open de France (\$3.25Mn)	
39	25-Sep-23		Sanderson Farms Champ., Mississippi (\$7.9Mn)		Ryder Cup, Italy
40	2-Oct-23		Shriners Children's, Nevada (\$8Mn)		
41	9-Oct-23		Zozo Championship, Japan (\$11Mn)	Alfred Dunhill Links, U.K. (\$5Mn)	
42	16-Oct-23		The CJ Cup, South Carolina (\$10.5Mn)	Acciona Spain Open (N/A)	
43	23-Oct-23		Bermuda Championship (\$6.5Mn)		
44	30-Oct-23		World Wide Tech. Champ., Mexico (\$8.2Mn)		
45	6-Nov-23		Cadence Bank Houston Open, Texas (\$8.4Mn)	Nedbank Golf Challenge, S. Africa (\$6Mn)	
46	13-Nov-23		The RSM Classic, Georgia (\$8.1Mn)	DPWT Champ., Dubai (\$10Mn)	
47	20-Nov-23			- Joburg Open (\$1Mn) - Fortinet Australian PGA Champ. (AUS\$2Mn)	
48	27-Nov-23		Hero World Challenge, Bahamas (3.5Mn)	- Investec South African Open (\$1.5Mn) - ISPS Handa Australian Open (\$1.25Mn)	
49	4-Dec-23		QBE Shootout, Florida (\$3.6Mn)	Alfred Dunhill Championship, S. Africa (€1.5Mn)	
50	11-Dec-23			Africa Bank Mauritius Open (€1Mn)	
51	18-Dec-23				
52	25-Dec-23				

Private and Confidential
 Note: Prize purse in parenthesis. Considers LIV Golf tentative 2023 schedule. For FGAT and DPWT, it includes announced 2023 season when available. For the events not yet announced, it mirrors events held in season 21/22. 1. PGAT has announced 12 Elevated Events per year (\$20M average prize purse), 2. Pending confirmation | Source: PGA Tour, DP World Tour, Sports Illustrated

Appendix 5

From: John Wolf [REDACTED]
Sent: 5/10/2023 2:40:12 PM
To: Jay Monahan [REDACTED]
Subject: Fwd:
Attachments: Saudi Vision 2030 Document_.pdf; PIF_HE Overview.pdf

Get [Outlook for iOS](#)

From: John Wolf <[REDACTED]>
Sent: Tuesday, April 25, 2023 8:09 PM
To: Ron Price [REDACTED]; Andy Pazder [REDACTED] Lance Stover [REDACTED]
Subject: Fwd:

Get [Outlook for iOS](#)

From: Dunne III, Jimmy [REDACTED]
Sent: Tuesday, April 25, 2023 3:30 PM
To: Jay Monahan [REDACTED]
Subject:

This Message Is From an External Sender
This message came from outside your organization.

Jay

I found this very useful.

Jimmy

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MY FIRST OBJECTIVE IS FOR
OUR COUNTRY TO BE A
PIONEERING AND SUCCESSFUL
GLOBAL MODEL OF
EXCELLENCE, ON ALL FRONTS,
AND I WILL WORK WITH YOU TO
ACHIEVE THAT.

KING SALMAN BIN ABDULAZIZ AL SAUD
Custodian of the Two Holy Mosques

FOREWORD

MOHAMMAD BIN SALMAN BIN ABDULAZIZ AL-SAUD

Chairman of the Council of Economic
and Development Affairs



IT IS MY PLEASURE
TO PRESENT SAUDI
ARABIA'S VISION
FOR THE FUTURE.
IT IS AN AMBITIOUS
YET ACHIEVABLE
BLUEPRINT, WHICH
EXPRESSES OUR
LONG-TERM GOALS
AND EXPECTATIONS
AND REFLECTS OUR
COUNTRY'S
STRENGTHS AND
CAPABILITIES

All success stories start with a vision, and successful visions are based on strong pillars.

The first pillar of our vision is our status as the heart of the Arab and Islamic worlds. We recognize that Allah the Almighty has bestowed on our lands a gift more precious than oil. Our Kingdom is the Land of the Two Holy Mosques, the most sacred sites on earth, and the direction of the Kaaba (Qibla) to which more than a billion Muslims turn at prayer.

The second pillar of our vision is our determination to become a global investment powerhouse. Our nation holds strong investment capabilities, which we will harness to stimulate our economy and diversify our revenues.

The third pillar is transforming our unique strategic location into a global hub connecting three continents, Asia, Europe and Africa. Our geographic position between key global waterways, makes the Kingdom of Saudi Arabia an epicenter of trade and the gateway to the world.

Our country is rich in its natural resources. We are not dependent solely on oil for our energy needs. Gold, phosphate, uranium, and many other valuable minerals are found beneath our lands. But our real wealth lies in the ambition of our people and the potential of our younger generation. They are our nation's pride and the architects of our future. We will never forget how, under



tougher circumstances than today, our nation was forged by collective determination when the late King Abdulaziz Al-Saud – may Allah bless his soul – unified the Kingdom. Our people will amaze the world again. We are confident about the Kingdom's future. With all the blessings Allah has bestowed on our nation, we cannot help but be optimistic about the decades ahead. We ponder what lies over the horizon rather than worrying about what could be lost.

The future of the Kingdom, my dear brothers and sisters, is one of huge promise and great potential, God willing. Our precious country deserves the best. Therefore, we will expand and further develop our talents and capacity. We will do our utmost to ensure that Muslims from around the world can visit the Holy Sites.

We are determined to reinforce and diversify the capabilities of our economy, turning our key strengths into enabling tools for a fully diversified future. As such, we will transform Aramco from an oil producing company into a global industrial conglomerate. We will transform the Public Investment Fund into the world's largest sovereign wealth fund. We will encourage our major corporations to expand across borders and take their rightful place in global markets. As we continue to give our army the best possible machinery and equipment, we plan to manufacture half of our military needs within the Kingdom to create more job opportunities for citizens and keep more resources in our country.

We will expand the variety of digital services to reduce delays and cut tedious bureaucracy. We will immediately adopt wide-ranging transparency and accountability reforms and, through the body set up to measure the performance of government agencies, hold them accountable for any shortcomings. We will be transparent and open about our failures as well as our successes, and will welcome ideas on how to improve.

All this comes from the directive of the Custodian of the Two Holy Mosques, King Salman bin Abdulaziz Al-Saud, may Allah protect him, who ordered us to plan for a future that fulfills your ambitions and your aspirations. In line with his instructions, we will work tirelessly from today to build a better tomorrow for you, your children, and your children's children.

Our ambition is for the long term. It goes beyond

replenishing sources of income that have weakened or preserving what we have already achieved. We are determined to build a thriving country in which all citizens can fulfill their dreams, hopes and ambitions. Therefore, we will not rest until our nation is a leader in providing opportunities for all through education and training, and high quality services such as employment initiatives, health, housing, and entertainment.

We commit ourselves to providing world-class government services which effectively and efficiently meet the needs of our citizens. Together we will continue building a better country, fulfilling our dream of prosperity and unlocking the talent, potential, and dedication of our young men and women. We will not allow our country ever to be at the mercy of a commodity price volatility or external markets.

We have all the means to achieve our dreams and ambitions. There are no excuses for us to stand still or move backwards.

Our Vision is a strong, thriving, and stable Saudi Arabia that provides opportunity for all. Our Vision is a tolerant country with Islam as its constitution and moderation as its method. We will welcome qualified individuals from all over the world and will respect those who have come to join our journey and our success.

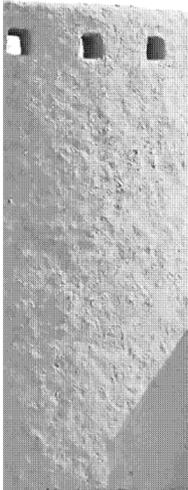
We intend to provide better opportunities for partnerships with the private sector through the three pillars: our position as the heart of the Arab and Islamic worlds, our leading investment capabilities, and our strategic geographical position. We will improve the business environment, so that our economy grows and flourishes, driving healthier employment opportunities for citizens and long-term prosperity for all. This promise is built on cooperation and on mutual responsibility.

This is our "Saudi Arabia's Vision for 2030." We will begin immediately delivering the overarching plans and programs we have set out. Together, with the help of Allah, we can strengthen the Kingdom of Saudi Arabia's position as a great nation in which we should all feel an immense pride.



OUR VISION





—◆ **SAUDI ARABIA**

THE HEART OF THE
ARAB AND ISLAMIC
WORLDS,
THE INVESTMENT
POWERHOUSE, AND
THE HUB
CONNECTING THREE
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INTRODUCTION

THE KINGDOM OF SAUDI ARABIA IS BLESSED WITH MANY RICH ASSETS. OUR GEOGRAPHIC, CULTURAL, SOCIAL, DEMOGRAPHIC AND ECONOMIC ADVANTAGES HAVE ENABLED US TO TAKE A LEADING POSITION IN THE WORLD



To build the best future for our country, we have based our Vision for the Kingdom of Saudi Arabia on three pillars that represent our unique competitive advantages. Our status will enable us to build on our leading role as the heart of Arab and Islamic worlds. At the same time, we will use our investment power to create a more diverse and sustainable economy. Finally, we will use our strategic location to build our role as an integral driver of international trade and to connect three continents: Africa, Asia and Europe.

Our Vision is built around three themes: a vibrant society, a thriving economy and an ambitious nation. This first theme is vital to achieving the Vision and a strong foundation for economic prosperity. We believe in the importance of a vibrant society. Members of this society live in accordance with the Islamic principle of moderation, are proud of their national identity and their ancient cultural heritage, enjoy a good life in a beautiful environment, are protected by caring families and are supported by an empowering social and health care system.

In the second theme, a thriving economy provides opportunities for all by building an education system aligned with market needs and creating economic opportunities for the entrepreneur, the small enterprise as well as the large corporation. Therefore, we will develop our investment tools to unlock our promising economic sectors, diversify our economy and create job opportunities. We will also grow our economy and

improve the quality of our services, by privatizing some government services, improving the business environment, attracting the finest talent and the best investments globally, and leveraging our unique strategic location in connecting three continents.

Our nation is ambitious in what we want to achieve. We will apply efficiency and responsibility at all levels. Our third theme is built on an effective, transparent, accountable, enabling and high-performing government. We will also prepare the right environment for our citizens, private sector and non-profit sector to take their responsibilities and take the initiative in facing challenges and seizing opportunities.

In each of these themes, we highlighted a selection of commitments and goals, as a reflection of our ambition and a representation of what we aim to achieve. This Vision will be the point of reference for our future decisions, so that all future projects are aligned to its content.

To clarify our next steps, we have already prepared the ground and launched some executive programs at the Council of Economic and Development Affairs. We will now launch a first portfolio of crucial programs with the aim to achieve our goals and honor our commitments.





**A VIBRANT
SOCIETY**



A VIBRANT SOCIETY..
WITH STRONG ROOTS

WE HAVE ENORMOUS UNTAPPED OPPORTUNITIES AND A RICH BLEND OF NATURAL RESOURCES, BUT OUR REAL WEALTH LIES IN OUR PEOPLE AND OUR SOCIETY. WE TAKE PRIDE IN WHAT MAKES OUR NATION EXCEPTIONAL: OUR ISLAMIC FAITH AND OUR NATIONAL UNITY. OUR NATION IS THE CORE OF THE ARAB AND ISLAMIC WORLDS AND

**LIVING
 BY ISLAMIC
 VALUES**

Islam and its teachings are our way of life. They are the basis of all our laws, decisions, actions and goals.

Following Islam's guidance on the values of hard-work, dedication, and excellence, Prophet Mohammed, Peace Be Upon Him, said: "That Allah loves us to master our work".

Therefore, the principles of Islam will be the driving force for us to realize our Vision. The values of moderation, tolerance, excellence, discipline, equity, and transparency will be the bedrock of our success.

**FOCUSING OUR EFFORTS
 TO SERVE UMRAH
 VISITORS**

Saudi Arabia has assumed a prominent place in the world and has become synonymous with hospitality and a warm welcome to all Muslims. As such, it has carved a special place in the hearts of pilgrims and the faithful everywhere.

We have been given the privilege to serve the Two Holy Mosques, the pilgrims and all visitors to the blessed holy sites. In the last decade, the number of Umrah visitors entering the country from abroad has tripled, reaching 8 million people. This is a noble responsibility. It requires us to spare no effort in seeking to offer pilgrims with all they need so we fulfil our duty to provide good hospitality to our brothers and sisters.

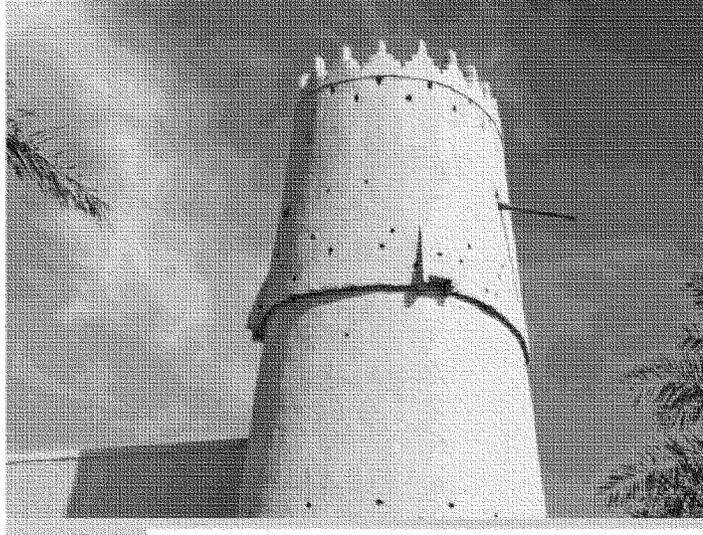
In this context, we have recently begun a third expansion to the Two Holy Mosques, as well as modernizing and increasing the capacities of our airports. We have launched the Makkah Metro project to complement the railroad and train projects that will serve visitors to the Holy Mosques.

REPRESENTS THE HEART OF ISLAM.
 WE ARE CONFIDENT THAT, GOD
 WILLING, WE WILL BUILD A BRIGHTER
 FUTURE, ONE BASED ON THE
 BEDROCK OF ISLAMIC PRINCIPLES.
 WE WILL CONTINUE TO EXCEL IN
 PERFORMING OUR DUTIES TOWARDS
 PILGRIMS TO THE FULLEST AND
 PROMOTE OUR DEEP-ROOTED
 NATIONAL IDENTITY

TAKING PRIDE IN OUR NATIONAL IDENTITY

and holy sites. We have reinforced the network of our transport system to facilitate access and help pilgrims perform their visits with greater ease and convenience. At the same time, we will enrich pilgrims' spiritual journeys and cultural experiences while in the Kingdom. We will establish more museums, prepare new tourist and historical sites and cultural venues, and improve the pilgrimage experience within the Kingdom.

We take immense pride in the historical and cultural legacy of our Saudi, Arab, and Islamic heritage. Our land was, and continues to be, known for its ancient civilizations and trade routes at the crossroads of global trade. This heritage has given our society the cultural richness and diversity it is known for today. We recognize the importance of preserving this sophisticated heritage in order to promote national unity and consolidate true Islamic and Arab values. We will endeavor to strengthen, preserve and highlight our national identity so that it can guide the lives of future generations. We will do so by keeping true to our national values and principles, as well as by encouraging social development and upholding the Arabic language. We will continue to work on the restoration of national, Arab, Islamic and ancient cultural sites and strive to have them registered internationally to make them accessible to everyone and, in the process, create cultural events and build world-class museums which will attract visitors from near and far. This will create a living witness to our ancient heritage, showcasing our prominent place in history and on the map of civilizations.



A VIBRANT SOCIETY...
WITH STRONG ROOTS



AMONG OUR
GOALS BY
2030

To increase our capacity to welcome Umrah
visitors from 8 million to 30 million every year



To more than double the number of Saudi
heritage sites registered with UNESCO





**AMONG OUR
COMMITMENTS..**





THE HONOR TO SERVE THE INCREASING NUMBER OF UMRAH VISITORS IN THE BEST WAY POSSIBLE

We are honored to attend to pilgrims and Umrah visitors' needs, fulfilling a role bestowed on us by Allah. Our expansion of the Two Holy Mosques has led to a tripling in the number of foreign Umrah visitors over the last decade, reaching eight million in 2015. By increasing the capacity and by improving the quality of the services offered to Umrah visitors, we will, by 2020, make it possible for over 15 million Muslims per year to perform Umrah and be completely satisfied with their pilgrimage experience. We will achieve this by improving visa application procedures which will smooth the visa process with the aim of full automation. We will also further integrate e-services into the pilgrims' journey, which will enrich the religious and cultural experience. Both the public and private sectors will play a crucial role in this project as we work to upgrade accommodation, improve hospitality and launch new services for pilgrims.

THE LARGEST ISLAMIC MUSEUM

We have always taken – and will continue to take – great pride in our heritage. Muhammad, the Last of Prophets, Peace Be Upon Him, was from Makkah, the birthplace of Islam. Medina is where the first Islamic society was born. We will build an Islamic museum in accordance with the highest global standards, equipped with the latest methods in collection, preservation, presentation and documentation. It will be a major landmark for our citizens and visitors, where they will learn about the history of Islam, enjoy interactive experiences and participate in cultural events. Using modern technology, visitors to the museum will take an Immersive Journey through the different ages of Islamic civilization, as well as its science, scholars and culture. It will also be an international hub for erudition and include a world-class library and research center.



A VIBRANT SOCIETY..
WITH FULFILLING LIVES

THE HAPPINESS AND FULFILLMENT OF CITIZENS AND RESIDENTS IS IMPORTANT TO US. THIS CAN ONLY BE ACHIEVED THROUGH PROMOTING PHYSICAL, PSYCHOLOGICAL AND SOCIAL WELL-BEING. AT THE HEART

**PROMOTING
 CULTURE AND
 ENTERTAINMENT**

We consider culture and entertainment indispensable to our quality of life. We are well aware that the cultural and entertainment opportunities currently available do not reflect the rising aspirations of our citizens and residents, nor are they in harmony with our prosperous economy. It is why we will support the efforts of regions, governorates, non-profit and private sectors to organize cultural events. We intend to enhance the role of government funds, while also attracting local and international investors, creating partnerships with international entertainment corporations. Land suitable for cultural and entertainment projects will be provided and talented writers, authors and directors will be carefully supported. We will seek to offer a variety of cultural venues – such as libraries, arts and museums – as well as entertainment possibilities to suit tastes and preferences. These projects will also contribute to our economy and will result in the creation of many job opportunities.

**LIVING HEALTHY,
 BEING
 HEALTHY**

A healthy and balanced lifestyle is an essential mainstay of a high quality of life. Yet opportunities for the regular practice of sports have often been limited. This will change. We intend to encourage widespread and regular participation in sports and athletic activities, working in partnership with the private sector to establish additional dedicated facilities and programs. This will enable citizens and residents to engage in a wide variety of sports and leisure pursuits. We aspire to excel in sport and be among the leaders in selected sports regionally and globally.

OF OUR VISION IS A SOCIETY IN WHICH ALL ENJOY A GOOD QUALITY OF LIFE, A HEALTHY LIFESTYLE AND AN ATTRACTIVE LIVING ENVIRONMENT

DEVELOPING OUR CITIES

Our cities already enjoy high levels of security and development. Despite the current turmoil in the region and the wide expanse of our territories, our country and citizens are safe and secure. Our cities are among the safest in the world with annual crime rates that are less than 0.8 per 100,000 people, far below the international rate of 7.6. We will maintain our safety and security by supporting ongoing efforts to fight drugs abuse, as well as by adopting further measures to ensure traffic safety, reduce traffic accidents and minimize their tragic consequences.

Our cities have grown significantly in recent decades; a growth which has been accompanied by the steady development of their infrastructure. To ensure we can continue to enhance the quality of life for all and meet the needs and requirements of our citizens, we will continue to ensure high quality services such as water, electricity, public transport and roads are properly provided. Open and landscaped areas will also be developed further, to meet the recreational needs of individuals and families.

ACHIEVING ENVIRONMENTAL SUSTAINABILITY

By preserving our environment and natural resources, we fulfill our Islamic, human and moral duties. Preservation is also our responsibility to future generations and essential to the quality of our daily lives. We will seek to safeguard our environment by increasing the efficiency of waste management, establishing comprehensive recycling projects, reducing all types of pollution and fighting desertification. We will also promote the optimal use of our water resources by reducing consumption and utilizing treated and renewable water. We will direct our efforts towards protecting and rehabilitating our beautiful beaches, natural reserves and islands, making them open to everyone. We will seek the participation of the private sector and government funds in these efforts.





A VIBRANT SOCIETY.
WITH FULFILLING LIVES



AMONG OUR
GOALS BY
2030

To have three Saudi cities be recognized in the top-ranked 100 cities in the world



To increase household spending on cultural and entertainment activities inside the Kingdom from the current level of 2.9% to 6%



To increase the ratio of individuals exercising at least once a week from 13% of population to 40%





**AMONG OUR
COMMITMENTS..**





“DAEM”
MEANINGFUL
ENTERTAINMENT FOR
CITIZENS

We will increase the number and variety of cultural and entertainment activities with the aim of opening dedicated venues to showcase our citizens’ myriad talents. We will also review our regulations to simplify the establishment and registration of amateur, social and cultural clubs. We will launch and provide the necessary financial support for “Daem”, a national program to enhance the quality of cultural activities and entertainment. The program will create a national network of clubs, encourage the exchange of knowledge and international experiences and promote better awareness of a wide range of hobbies and leisure activities.

By 2020, there will be more than 450 registered and professionally organized amateur clubs providing a variety of cultural activities and entertainment events.



A VIBRANT SOCIETY..
WITH STRONG FOUNDATIONS

OUR GOAL IS TO PROMOTE AND
 REINVIGORATE SOCIAL
 DEVELOPMENT IN ORDER TO BUILD A
 STRONG AND PRODUCTIVE SOCIETY.
 WE WILL STRENGTHEN OUR FAMILIES,

**CARING FOR
 OUR FAMILIES**

Families are the key building block of a society, protecting it from social breakdown across generations, and acting as both its children's sanctuary and the main provider of their needs. One of the defining characteristics of the Kingdom is its adherence to Islamic principles and values, together with the unity and extended family relations. Building on these key characteristics, we will provide our families with all the necessary support to take care of their children and develop their talents and abilities. In particular, we want to deepen the participation of parents in the education process, to help them develop their children's characters and talents so that they can contribute fully to society. Families will also be encouraged to adopt a planning culture, to plan carefully for their future and the futures of their children.

We recognize each family's aspiration to own a home and the important role ownership plays in strengthening family security. Even though 47 percent of Saudi families already own their homes, we aim to increase this rate by five percentage points by 2020. This would be a substantial achievement given the high increase in the number of new entrants to the housing market. We will meet this target by introducing a number of laws and regulations; encouraging the private sector to build houses; and providing funding, mortgage solutions and ownership schemes that meet the needs of our citizens.

**DEVELOPING OUR
 CHILDREN'S CHARACTER**

We intend to embed positive moral beliefs in our children's characters from an early age by reshaping our academic and educational system. Schools, working with families, will reinforce the fabric of society by providing students with the compassion, knowledge, and behaviors necessary for resilient and independent characters to emerge. The focus will be on the fundamental values of initiative, persistence and leadership, as well as social skills, cultural knowledge and self-awareness. We will also promote cultural, social, volunteering and athletic activities through empowering our educational, cultural and entertainment institutions.

PROVIDE THE EDUCATION THAT BUILDS OUR CHILDREN'S FUNDAMENTAL CHARACTERS AND ESTABLISH EMPOWERING HEALTH AND SOCIAL CARE SYSTEMS

EMPOWERING OUR SOCIETY

We will continue modernizing our social welfare system to make it more efficient, empowering and just. Subsidies for fuel, food, water and electricity will be better utilized by redirecting them towards those in need. We will provide our most vulnerable citizens with tailored care and support. Together with the private sector and non-governmental organizations, we will offer preparation and training to those unable to find employment so they can smoothly join the workforce whenever possible.

CARING FOR OUR HEALTH

Our health care system has benefited from substantive investment in recent decades. As a result, we now have 2.2 hospital beds for every 1,000 people, world-class medical specialists with average life expectancy rising from 66 years to 74 years in the past three decades. We are determined to optimize and better utilize the capacity of our hospitals and health care centers, and enhance the quality of our preventive and therapeutic health care services.

The public sector will focus on promoting preventive care, on reducing infectious diseases and in encouraging citizens to make use of primary care as a first step. It will deepen collaboration and integration between health and social care, as well as supporting families to provide home care when necessary for their relatives. The public sector will focus on its planning, regulatory and supervisory roles in health care. We intend to provide our health care through public corporations both to enhance its quality and to prepare for the benefits of privatization in the longer term. We will work towards developing private medical insurance to improve access to medical services and reduce waiting times for appointments with specialists and consultants. Our doctors will be given better training to improve treatment for chronic diseases such as heart disease, diabetes and cancer that threaten our nation's health.



A VIBRANT SOCIETY.
WITH STRONG FOUNDATIONS



AMONG OUR
GOALS BY
2030

To raise our position from 26 to 10 in the Social Capital index



To increase the average life expectancy from 74 years to 80 years





**AMONG OUR
COMMITMENTS..**





**"IRTIQAA"
A MORE PROMINENT ROLE
FOR FAMILIES IN THE
EDUCATION OF THEIR
CHILDREN**

The engagement of parents in their children's education is one of the main principles of success. Our goal by 2020 is for 80 percent of parents to be engaged in school activities and the learning process of their children.

We will launch the "Irtiqaa" program, which will measure how effectively schools are engaging parents in their children's education. We will establish parent-led boards in schools, to open discussion forums and further engage with parents. Teachers will receive training to raise their awareness of the importance of communicating with parents and equip them with effective methods to do so successfully. We will also collaborate with private and non-profit sectors to offer innovative educational programs and events that can improve this academic partnership.

**CORPORATIZATION:
EFFICIENT AND HIGH
QUALITY HEALTH CARE**

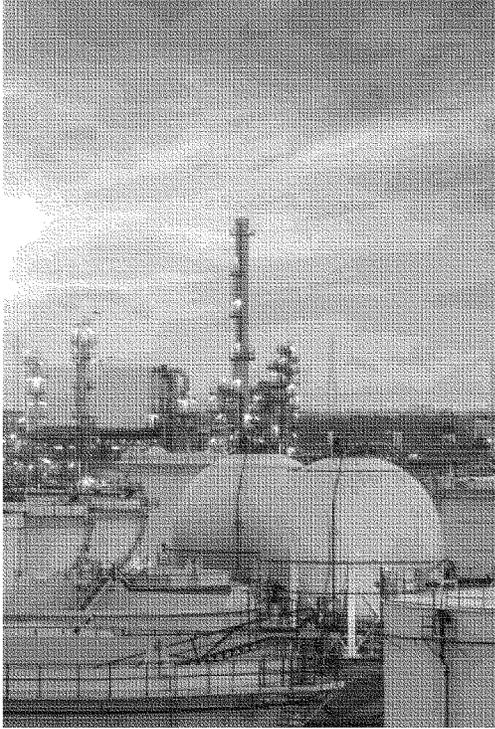
Our goal is to enhance the standard and quality of health care services. Our aim is a health care sector that promotes competition and transparency among providers. This will enhance the capability, efficiency and productivity of care and treatment and increase the options available to our citizens.

To achieve this goal, we will introduce corporatization into the sector by transferring the responsibility for health care provision to a network of public companies that compete both against each other and against the private sector. This will provide our citizens with the highest quality of health care while, at the same time, allowing the government to focus on its legislative, regulatory and supervisory roles. Corporatization shall also promote and prioritize specialization in health care services and enable citizens to choose their preferred service provider.





**A THRIVING
ECONOMY**



A THRIVING ECONOMY..
REWARDING OPPORTUNITIES

THE SKILLS AND COMPETENCIES OF OUR CHILDREN ARE ONE OF THE MOST IMPORTANT AND CHERISHED ASSETS. TO MAKE THE MOST OF THEIR POTENTIAL, WE WILL BUILD A CULTURE THAT REWARDS DETERMINATION, PROVIDES OPPORTUNITIES FOR ALL AND HELPS EVERYONE ACQUIRE THE NECESSARY

LEARNING FOR WORKING

We will continue investing in education and training so that our young men and women are equipped for the jobs of the future. We want Saudi children, wherever they live, to enjoy higher quality, multi-faceted education. We will invest particularly in developing early childhood education, refining our national curriculum and training our teachers and educational leaders.

We will also redouble efforts to ensure that the outcomes of our education system are in line with market needs. We have launched the National Labor Gateway (TAQAT), and we plan to establish sector councils that will precisely determine the skills and knowledge required by each socio-economic sector. We will also expand vocational training in order to drive forward economic development. Our scholarship opportunities will be steered towards prestigious international universities and be awarded in the fields that serve our national priorities. We will also focus on innovation in advanced technologies and entrepreneurship.

BOOSTING OUR SMALL BUSINESSES AND PRODUCTIVE FAMILIES

Small and medium-sized enterprises (SMEs) are among the most important agents of economic growth; they create jobs, support innovation and boost exports. SMEs in the Kingdom are not yet major contributors to our GDP, especially when compared to advanced economies. Therefore, we will strive to create suitable job opportunities for our citizens by supporting SME entrepreneurship, privatization and investments in new industries. To help us achieve this goal, we have established the SME Authority and we will continue encouraging our young entrepreneurs with business-friendly regulations, easier access to funding, international partnerships and a greater share of national procurement and government bids.

Our productive families now enjoy vast marketing opportunities through social media and digital platforms. We will facilitate access to these channels, enable microfinance and motivate the non-profit sector to build the capabilities of our productive families and fund their initiatives.

SKILLS TO ACHIEVE THEIR PERSONAL GOALS. TO THIS END, WE WILL REINFORCE THE ABILITY OF OUR ECONOMY TO GENERATE DIVERSE JOB OPPORTUNITIES AND INSTITUTE A NEW PARADIGM IN ATTRACTING GLOBAL TALENTS AND QUALIFICATIONS.

PROVIDING EQUAL OPPORTUNITIES

Our economy will provide opportunities for everyone – men and women, young and old – so they may contribute to the best of their abilities. We will place a renewed emphasis on lifelong training and we will seek to make the most of the potential of our workforce by encouraging a culture of high performance. These efforts will be coordinated by the recently established Job Creation and Anti-Unemployment Commission.

One of our most significant assets is our lively and vibrant youth. We will guarantee their skills are developed and properly deployed. While many other countries are concerned with aging populations, more than half of the Saudi population is below the age of 25 years. We will take advantage of this demographic dividend by harnessing our youth's energy and by expanding entrepreneurship and enterprise opportunities.

Saudi women are yet another great asset. With over 50 percent of our university graduates being female, we will continue to develop their talents, invest in their productive capabilities and enable them to strengthen their future and contribute to the development of our society and economy.

We will also enable those of our people with disabilities to receive the education and job opportunities that will ensure their independence and integration as effective members of society. They will be provided with all the facilities and tools required to put them on the path to commercial success.

ATTRACTING THE TALENTS WE NEED

Achieving our desired rate of economic growth will require an environment that attracts the necessary skills and capabilities both from within the Kingdom and beyond our national borders. We will seek to improve living and working conditions for non-Saudis, by extending their ability to own real estate in certain areas, improving the quality of life, permitting the establishment of more private schools and adopting an effective and simple system for issuing visas and residence permits.

Our goal is to attract and retain the finest Saudi and foreign minds, and provide them with all they need. Their presence in the Kingdom will contribute to economic development and attract additional foreign investment.





A THRIVING ECONOMY.
REWARDING OPPORTUNITIES



AMONG OUR
GOALS BY
2030

To lower the rate of unemployment from 11.6% to 7%

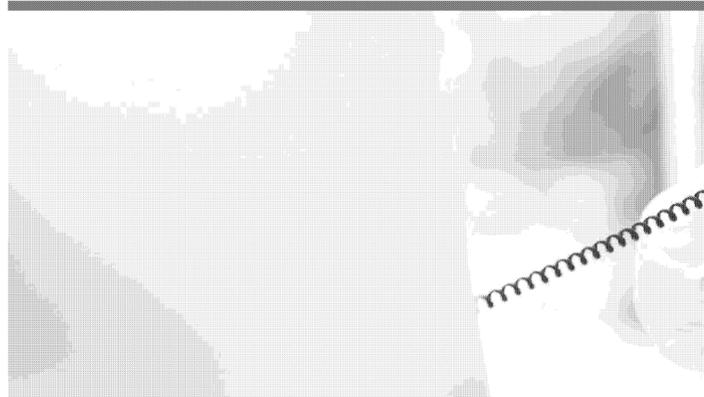


To increase SME contribution to GDP from 20% to 35%



To increase women's participation in the workforce from 22% to 30%





AN EDUCATION THAT CONTRIBUTES TO ECONOMIC GROWTH

We will close the gap between the outputs of higher education and the requirements of the job market. We will also help our students make careful career decisions, while at the same time training them and facilitating their transition between different educational pathways. In the year 2030, we aim to have at least five Saudi universities among the top 200 universities in international rankings. We shall help our students achieve results above international averages in global education indicators.

To this end, we will prepare a modern curriculum focused on rigorous standards in literacy, numeracy, skills and character development. We will track progress and publish a sophisticated range of education outcomes, showing year-on-year improvements. We will work closely with the private sector to ensure higher education outcomes are in line with the requirements of job market. We will invest in strategic partnerships with apprenticeship providers, new skills councils from industry, and large private companies. We will also work towards developing the job specifications of every education field. Furthermore,

AMONG OUR COMMITMENTS..



A BIGGER ROLE FOR SMALL AND MEDIUM-SIZED ENTERPRISES

we will build a centralized student database tracking students from early childhood through to K-12 and beyond into tertiary education (higher and vocational) in order to improve education planning, monitoring, evaluation, and outcomes.

Small and medium-sized enterprises (SMEs) contribute only 20 percent of our GDP whereas, in advanced economies, this contribution can reach up to 70 percent. Despite the efforts made to improve the business environment in the Kingdom, SMEs can still endure unnecessarily slow and complex legal and administrative procedures. They also struggle to attract the necessary skills, capabilities and funding with financial institutions providing no more than 5 percent of the overall funding - a far lower percentage than the global average. We will strive to facilitate enhanced access to funding and to encourage our financial institutions to allocate up to 20 percent of overall funding to SMEs by 2030.

The recently established SME Authority plans to review laws and regulations thoroughly, remove obstacles, facilitate access to funding, and enable youth and entrepreneurs to market their ideas and products. At the same time, we will establish additional new business incubators, specialized training institutions and venture capital funds. These will aid entrepreneurs in developing their skills and networks. We will also support SMEs in marketing and help export their products and services, by leveraging e-commerce and collaborating with international stakeholders.

A THRIVING ECONOMY..

INVESTING FOR THE LONG-TERM

DIVERSIFYING OUR ECONOMY IS VITAL FOR ITS SUSTAINABILITY. ALTHOUGH OIL AND GAS ARE ESSENTIAL PILLARS OF OUR ECONOMY, WE HAVE BEGUN EXPANDING OUR INVESTMENTS INTO ADDITIONAL SECTORS, WE UNDERSTAND THAT THERE ARE COMPLICATED CHALLENGES AHEAD BUT WE HAVE LONG-TERM PLANS TO OVERCOME THEM. IN THE PAST 25 YEARS, THE SAUDI ECONOMY HAS GROWN BY AN ANNUAL AVERAGE RATE OF MORE THAN 4 PERCENT, CONTRIBUTING TO THE CREATION OF MILLIONS OF NEW

MAXIMIZING OUR INVESTMENT CAPABILITIES

The ongoing privatization of state-owned assets, including leading companies, property and other assets, will bring in new and more diverse revenues for the Saudi government. This will further enhance our financial resources and economic stability, which will be reinvested for long-term impact.

We will develop further the sophistication of our investment vehicles, particularly after transferring the ownership of Aramco to the Public Investment Fund, which will become

the largest sovereign wealth fund in the world. We will increase the efficiency of the fund's management and improve its return on investment, with the aim of diversifying our government resources and our economy.

The Public Investment Fund will not compete with the private sector, but instead help unlock strategic sectors requiring intensive capital inputs. This will contribute towards developing entirely new economic sectors and establishing durable national corporations.

JOB, ALTHOUGH WE ARE ALREADY AMONG THE 20 LARGEST ECONOMIES IN THE WORLD, OUR AMBITIONS ARE EVEN GREATER. WE ASPIRE TO HAVE AN EVEN HIGHER RANKING BY 2030, DESPITE THE HEADWINDS OF THE GLOBAL ECONOMIC SLOWDOWN AND THE EXPECTED IMPACT OF OUR STRUCTURAL ECONOMIC REFORMS. THIS REQUIRES US TO INVEST IN ALL OUR RESOURCES IN ORDER TO DIVERSIFY THE ECONOMY, UNLEASH THE CAPABILITIES OF OUR PROMISING ECONOMIC SECTORS AND PRIVATIZE SOME GOVERNMENT SERVICES

Building on the Kingdom's leading position and historic alliances, we plan to enter long-term partnerships with neighboring and friendly countries for knowledge transfer and trade.

Our Vision is to maximize our investment capabilities by participating in large international companies and emerging technologies from around the world. This will ensure that we become market makers in selected sectors, as well as a leader in competitively managing assets, funding and investment.

All of this will require the formation of an advanced financial and capital market open to the world, allowing greater funding opportunities and stimulating economic growth. To this end, we will continue facilitating access to investing and trading in the stock markets. We will smoothen the process of listing private Saudi companies and state-owned enterprises, including Aramco. This will require deepening liquidity in our capital markets, fortifying the role of the debt market and paving the way for the derivatives market.



A THRIVING ECONOMY..
INVESTING FOR THE LONG-TERM



LAUNCHING OUR PROMISING SECTORS

We will support promising sectors and foster their success so that they become new pillars of our economy. In the manufacturing sector, we will work towards localizing renewable energy and industrial equipment sectors. In the tourism and leisure sectors, we will create attractions that are of the highest international standards, improve visa issuance procedures for visitors, and prepare and develop our historical and heritage sites. In technology, we will increase our investments in, and lead, the digital economy.

In mining, we will furnish incentives for and benefit from the exploration of the Kingdom's mineral resources. At the same time as diversifying our economy, we will continue to localize the oil and gas sector. As well as creating a new city dedicated to energy, we will double our gas production, and construct a national gas distribution network. We will also make use of our global leadership and expertise in oil and petrochemicals to invest in the development of adjacent and supporting sectors.





**PRIVATIZING
OUR GOVERNMENT
SERVICES**

Although we believe strongly in the important role of the private sector, it currently contributes less than 40 percent of GDP. To increase its long-term contribution to our economy, we will open up new investment opportunities, facilitate investment, encourage innovation and competition and remove all obstacles preventing the private sector from playing a larger role in development. We will continue to improve and reform our regulations, paving the way for investors and the private sector to acquire and deliver

services - such as health care and education - that are currently provided by the public sector. We will seek to shift the government's role from providing services to one that focuses on regulating and monitoring them and we will build the capability to monitor this transition.

We will seek to increase private sector contribution by encouraging investments, both local and international, in healthcare, municipal services, housing, finance, energy and so forth.



A THRIVING ECONOMY.
INVESTING FOR THE LONG-TERM



AMONG OUR
GOALS BY
2030

To move from our current position as the 19th largest economy in the world into the top 15



To increase the localization of oil and gas sectors from 40% to 75%



To increase the Public Investment Fund's assets, from SAR 600 billion to over 7 trillion





LOCALIZED DEFENSE INDUSTRIES

The benefits of localizing our own defense industries are not limited to solely reducing military spending. It also stimulates other industrial sectors such as industrial equipment, communications and information technology, which in turn creates more job opportunities.

Although the Kingdom is the world's third biggest military spender, only 2 percent of this spending is within our Kingdom. The national defense industrial sector is limited to only seven companies and two research centers.

Our aim is to localize over 50 percent of military equipment spending by 2030. We have already begun developing less complex industries such as those providing spare parts, armored vehicles and basic ammunition. We will expand this initiative to higher value and more complex equipment such as military aircraft. We will build an integrated national network of services and supporting industries that will improve our self-sufficiency and strengthen our defense exports, both regionally and internationally.

Localization will be achieved through direct investments and strategic partnerships with leading companies in this sector. These moves will transfer knowledge and technology, and build national expertise in the fields of manufacturing, maintenance, repair, research and development. We will also train our employees and establish more specialized and integrated industrial complexes.

AMONG OUR COMMITMENTS..



A MINING SECTOR CONTRIBUTING TO THE NATIONAL ECONOMY AT FULL POTENTIAL

We have been blessed with rich mineral resources such as aluminum, phosphate, gold, copper, uranium and other raw materials. Although the mining sector has already undergone improvements to cater to the needs of our industries, its contribution to GDP has yet to meet expectations. As such, we are determined to ensure it reaches SAR 97 billion by 2020, creating 90,000 job opportunities in the process.

We are planning a number of structural reforms, which include stimulating private sector investments by intensifying exploration, building a comprehensive database of the Kingdom's resources, reviewing the licensing procedures for extraction, investing in infrastructure, developing funding methods and establishing centers of excellence.

We will also form strategic international partnerships and raise the competitiveness and productivity of our national companies. This will boost their contribution to the sector's growth, as well as to the localization of knowledge and expertise.

A RENEWABLE ENERGY MARKET

Even though we have an impressive natural potential for solar and wind power, and our local energy consumption will increase three fold by 2030, we still lack a competitive renewable energy sector at present. To build up the sector, we have set ourselves an initial target of generating 9.5 gigawatts of renewable energy. We will also seek to localize a significant portion of the renewable energy value chain in the Saudi economy, including research and development, and manufacturing, among other stages.

From inputs such as silica and petrochemicals, to the extensive expertise of our leading Saudi companies in the production of different forms of energy, we have all the raw ingredients for success. We will put this into practice with the forthcoming launch of the King Salman Renewable Energy Initiative. We will review the legal and regulatory framework that allows the private sector to buy and invest in the renewable energy sector. To localize the industry and produce the necessary skill-sets, we will also encourage public-private partnerships. Finally, we will guarantee the competitiveness of renewable energy through the gradual liberalization of the fuels market.

A THRIVING ECONOMY.
OPEN FOR BUSINESS

OPENING SAUDI ARABIA FURTHER FOR BUSINESS WILL BOOST PRODUCTIVITY AND SMOOTH OUR JOURNEY TO BECOME ONE OF THE LARGEST ECONOMIES IN THE WORLD. WE WILL IMPROVE OUR

**IMPROVING
 THE BUSINESS
 ENVIRONMENT**

We will further pursue public-private partnerships, continue to facilitate the flow of private investment and improve our competitiveness. We will develop the necessary capabilities to increase the quality and reliability of our services. We will coordinate with legislative authorities to review current regulations with the aim of improving the business environment and enforcing contracts.

Where it exists in strategic locations, we will also capitalize on the government's reserves of real estate. We will allocate prime areas within cities for educational institutions, retail and entertainment centers, large areas along our coasts will be dedicated to tourist projects and appropriate lands will be allocated for industrial projects.

We will enable banks and other financial institutions to adapt their financial products and services to the needs of each sector, ranging from large project capital funding to short-term working capital for small businesses. We will also facilitate and expedite licensing procedures based on our national economic priorities. We will apply international legal and commercial regulations strictly and create a business environment conducive to long-term investment.

We will strive to facilitate the movement of people and goods, and to simplify customs procedures at our ports.

As a result, we will create an environment attractive to both local and foreign investors, and earn their confidence in the resilience and potential of our national economy.

**REHABILITATING
 ECONOMIC
 CITIES**

We are aware that the economic cities of the last decade did not realize their potential. Work has halted in several cities, and others face challenges that threaten their viability.

We have worked in cooperation with Aramco to restructure Jazan Economic City. We will strive to salvage other economic cities, especially those with comparative advantages. To achieve this, we will work with the companies owning those cities to revamp them and transfer vital facilities. This effort will depend on the readiness of these companies to work with the government. Our aim is for these cities to contribute in the development of the economy and to attract quality investments as well as local and international talent, all kept in line with our national priorities.

BUSINESS ENVIRONMENT, RESTRUCTURE OUR ECONOMIC CITIES, CREATE SPECIAL ZONES AND DEREGULATE THE ENERGY MARKET TO MAKE IT MORE COMPETITIVE

ESTABLISHING SPECIAL ZONES

We will create special zones in exceptional and competitive locations. We shall take into account the comparative advantages of the Kingdom's different regions, assess their feasibility for promising sectors, and then establish special zones, such as logistic, tourist, industrial and financial ones. Special commercial regulations to boost investment possibilities and diversify government revenues will be applied to these zones.

INCREASING THE COMPETITIVENESS OF OUR ENERGY SECTOR

We plan to raise the efficiency of the government's support system and make the best use of its benefits by redirecting it and targeting eligible citizens and economic sectors. For example, we understand that providing subsidies with no clear eligibility criteria is a substantial obstacle to the energy sector's competitiveness. Free market prices shall, in the long term, stimulate productivity and competitiveness among utility companies and open the door to investment and diversification of the energy mix in the Kingdom. We will also seek to set clear subsidy criteria based on the maturity of economic sectors, their ability to compete locally and internationally and their actual need for subsidies, without endangering promising and strategic sectors.





A THRIVING ECONOMY.
OPEN FOR BUSINESS



AMONG OUR
GOALS BY
2030

To rise from our current position of 25 to the top 10 countries on the Global Competitiveness Index



To increase foreign direct investment from 3.8% to the international level of 5.7% of GDP



To increase the private sector's contribution from 40% to 65% of GDP





**AMONG OUR
COMMITMENTS..**





A RESTRUCTURED KING ABDULLAH FINANCIAL DISTRICT

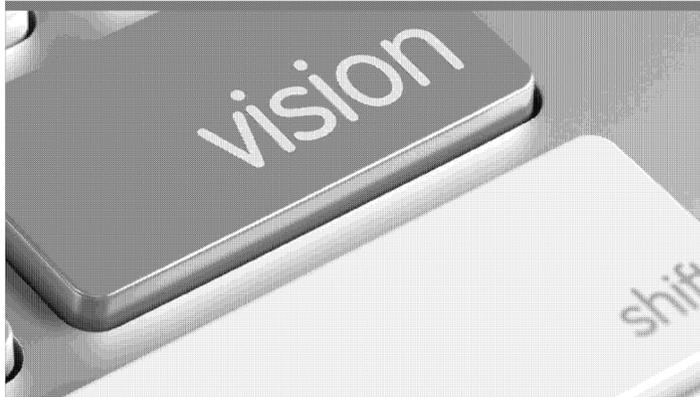
In the last decade, works started at the King Abdullah Financial District, without consideration of its economic feasibility. The objective was to prepare the land in order to allow the business and financial communities to invest and build real estate. When this objective was not reached, the government decided back then to develop and rent the real estate. Challenges were deepened by the development of the real estate project in one single phase, which caused a significant increase in construction costs and several delays in delivery. This resulted in large oversupply of commercial space for the years to come. Without any dramatic shift in direction, renting the three million square meters of built-up areas at reasonable prices, or even achieving decent occupancy rates, will be very challenging.

With this in mind, we have reviewed the economic feasibility of and designed a new fundamental strategy for the district in order to increase the chances of profitability and success. We will seek to transform the district into a special zone that has competitive regulations and procedures, with visa exemptions, and directly connected to the King Khaled International Airport.

We will also seek to repurpose some of the built-up areas and change the real estate mix, increasing the allocation for residential accommodation, services and hospitality areas. We will seek to build and create an integrated and attractive living and working environment. The district will be the headquarters of the Public Investment Fund, the largest sovereign wealth fund, which will contribute to creating an environment attractive to financial, investment and other corporations.



AMONG OUR COMMITMENTS..



A FLOURISHING RETAIL SECTOR

Over the past decade, the retail sector achieved an annual growth rate in excess of 10 percent. It currently employs 1.5 million workers, of which only 0.3 million are Saudis. Traditional retail also still dominates 50 percent of the market in the Kingdom compared to 20 percent in a number of countries in the Gulf Cooperation Council (GCC), with our retail market suffering from limited penetration of modern trade and e-commerce. We aim to provide job opportunities for an additional million Saudis by 2020 in a growing retail sector that attracts modern, local, regional, and international brands across all regions of the country. We also aim to increase the contribution of modern trade and e-commerce to 80 percent of the retail sector by 2020. This will be achieved by attracting both regional and international retail investors and by easing restrictions on ownership and foreign investment. To this end, we will facilitate local and regional flow of goods and develop necessary sectoral regulations. We will also increase financing of small retail enterprises to stimulate their growth and development.

A DEVELOPED DIGITAL INFRASTRUCTURE

A sophisticated digital infrastructure is integral to today's advanced industrial activities. It attracts investors and enhances the fundamental competitiveness of the Saudi economy. We will partner with the private sector to develop the telecommunications and information technology infrastructure, especially high-speed broadband, expanding its coverage and capacity within and around cities and improving its quality. Our specific goal is to exceed 90 percent housing coverage in densely populated cities and 66 percent in other urban zones. We will also develop building standards to facilitate the extension of broadband networks. We will strengthen the governance of digital transformation through a national council. Additionally, we will improve our regulations and establish an effective partnership with telecom operators to better develop this critical infrastructure. We will also support local investments in the telecommunications and information technology sectors.

A THRIVING ECONOMY..
LEVERAGING ITS UNIQUE POSITION

SAUDI ARABIA IS RIGHT AT THE CROSSROADS OF IMPORTANT INTERNATIONAL TRADE ROUTES, BETWEEN THREE CONTINENTS: ASIA, EUROPE AND AFRICA. WE WILL THEREFORE MAXIMIZE THE BENEFITS FROM OUR EXCEPTIONAL AND STRATEGIC GEOGRAPHIC POSITION, AGREE NEW STRATEGIC PARTNERSHIPS TO GROW OUR

BUILDING A UNIQUE REGIONAL LOGISTICAL HUB

We have already invested heavily in the construction of ports, railways, roads and airports. To take full advantage of these investments, we plan to work with the private sector and enter into a new series of international partnerships to complete, improve and link our infrastructure internally and across borders. We will also unlock our "hard" infrastructure with systems that can drive higher performance, including more rigorous governance, leaner processes and a more efficient customs system. We will improve and implement existing laws and regulations. Air, maritime, and other transport operators will be encouraged to make the most of their capacity; achieving durable links between existing trade hubs, as well as opening new trade routes. This will reinforce our position as a distinctive logistical gateway to the three continents.

INTEGRATING REGIONALLY AND INTERNATIONALLY

With a GDP of SAR 2.4 trillion, our economy is already the largest in the Middle East. We enjoy close economic ties with the Gulf Cooperation Council and other Arab countries, as well as constructive relations with Islamic and foreign countries. We will seek to establish new business partnerships and facilitate a smoother flow of goods, people and capital.

Among our top priorities is to fortify and extend our interconnectivity and economic integration with other Gulf Cooperation Council countries. We will strive to complete the process of implementing the GCC common market, unifying customs, economic and legal policies, and constructing shared road and railway networks.

We will seek to effectively link with other countries in the region, through enhanced logistics services

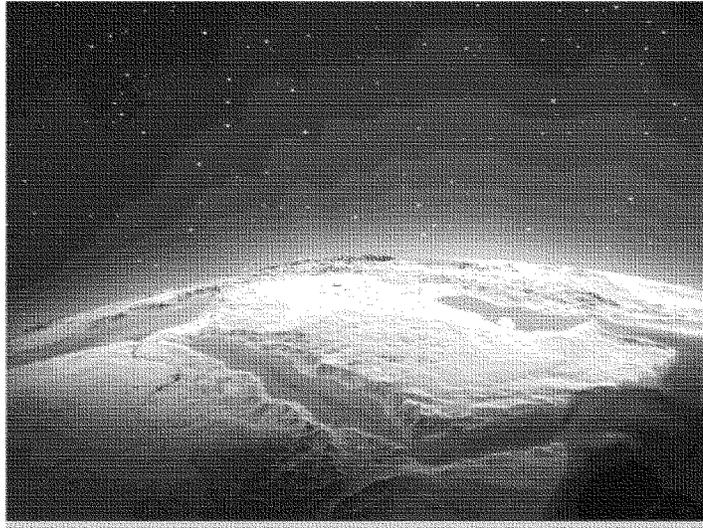
ECONOMY AND HELP SAUDI COMPANIES TO INCREASE EXPORTS OF THEIR PRODUCTS. WE WILL LEVERAGE THE CLOSE PROXIMITY OF ENERGY SOURCES AND OUR DISTINCTIVE LOGISTICAL OFFER TO STIMULATE A NEW PHASE OF INDUSTRIALIZATION AND TO CATALYZE EXPORTS AND RE-EXPORTS

**SUPPORTING
OUR NATIONAL
COMPANIES**

and new cross-border infrastructure projects, including land transport projects with Africa through Egypt. Logistical and trade exchanges will be streamlined, further cementing our pre-eminent position as a major trade hub.

Rather than competing generically across the board, we will concentrate on our comparative advantages, national strengths and the areas that will assure leadership status. Initially, our priority will be to fully support major national companies, which have already gained a leading market share, by promoting their products and services regionally and globally, especially in the fields of oil, petrochemicals, banking, telecommunications, food, health care, and retail. We will also seek to support Saudi companies with promising growth opportunities so they develop into new regional and global leaders. Finally, we will fully support our national industries, assisting them to market themselves abroad and to export their products.





A THRIVING ECONOMY.
LEVERAGING ITS UNIQUE POSITION



AMONG OUR
GOALS BY
2030

To raise our global ranking in the Logistics Performance Index
from 49 to 25 and ensure the Kingdom is a regional leader



To raise the share of non-oil exports in non-oil GDP from 16% to 50%





**AN AMBITIOUS
NATION**



AN AMBITIOUS NATION..
EFFECTIVELY GOVERNED

THE ROLES AND REQUIREMENTS OF GOVERNMENT HAVE GROWN SIGNIFICANTLY SINCE THE KINGDOM OF SAUDI ARABIA'S FOUNDING. GOVERNMENT - ANY GOVERNMENT - NEEDS TO EVOLVE AND IMPROVE CONTINUOUSLY, IF ONLY TO KEEP PACE WITH RISING EXPECTATIONS AND NEW CHALLENGES. THIS REQUIRES US TO MEET HIGH

STANDARDS OF TRANSPARENCY AND ACCOUNTABILITY. WE ARE COMMITTED TO MANAGING OUR FINANCES EFFICIENTLY AND EFFECTIVELY, AND TO CREATING AGILE PUBLIC ORGANIZATIONS AND TO TRACKING BOTH THEIR OWN PERFORMANCE AND THAT OF THE GOVERNMENT OVERALL

EMBRACING TRANSPARENCY

We shall have zero tolerance for all levels of corruption, whether administrative or financial. We will adopt leading international standards and administrative practices, helping us reach the highest levels of transparency and governance in all sectors. We will set and uphold high standards of accountability. Our goals, plans and performance indicators will be published so that progress and delivery can be publicly monitored. Transparency will be boosted and delays reduced by expanding online services and improving their governance standards, with the aim of becoming a global leader in e-government.

PROTECTING OUR VITAL RESOURCES

We will continue to build safe and sufficient strategic food reserves, to better guard against emergencies. Aquaculture will be promoted, as will strategic partnerships with countries blessed with natural resources such as fertile soil and water reserves. In Saudi Arabia, the use of water in agriculture will be prioritized for those areas with natural and renewable water sources. We will also continue to collaborate with consumers, food manufacturers and distributors to reduce any resource wastage.

ENGAGING EVERYONE

We will deepen communication channels between government agencies on one hand and citizens and the private sector on the other. We shall facilitate interactive, online and smart engagement methods and ways to listen to citizens' views, and to hear all insights and perspectives. We will encourage government agencies to improve the quality of their services, and to meet the needs of every citizen. We want to give everyone the opportunity to have their say so that the government can serve them better and meet their aspirations.



COMMITTING TO EFFICIENT SPENDING AND BALANCED FINANCES

Our commitment is clear: there will be no taxes on citizens' income or wealth, nor on basic goods. We shall prudently and efficiently balance our budget, as well as diversify and maximize our revenue sources. Our goal is to keep prices stable over the long term, and give Saudi citizens greater economic security. In the public sector, we will seek to eliminate waste and continue to make spending more efficient. This will be achieved through stricter spending controls, focusing on high impact projects, aligning strategic priorities to budget, rigorous auditing and putting in place tough accountability mechanisms. We have reviewed all our existing and approved projects to ensure that they will have a sufficiently positive impact on the nation and our economy. We have taken the necessary measures to halt projects that fail to show potential impact and meet predefined standards. We will plan also for better management of our talented civil service, and provide shared services within our government according to best practices. We will work to further improve the efficiency and effectiveness of the Public Investment Fund, so that its proceeds can become a new and sustainable public revenue stream. Non-oil revenues will increase as logistical and trade flows increase, and as we grow a more diversified and balanced Saudi economy. We will continue to manage effectively oil production to ensure a rewarding flow of oil revenue and reinvestment. We will revamp government license and service fees and develop the appropriate collection tools. Finally, we will seek to offer, at appropriate fees, a number of new services in select sectors, such as municipal, transport and labor sectors.

ORGANIZING OURSELVES WITH AGILITY

By eliminating supreme councils in the Kingdom and establishing the Council of Political and Security Affairs and the Council of Economic and Development Affairs, we have increased our effectiveness, efficiency and the speed of decision-making. We will continue in this policy direction, to deliver this Vision for Saudi Arabia. This will result in effective governance and better business continuity within each ministry. We will carefully examine our government structures and procedures, roles, responsibilities and capabilities. Our ambition is a more joined-up government, with clearer links between policy decisions, delivery, and performance monitoring. We will take an evidence-based approach, just as we will with preventing financial and administrative waste. We will continue to develop monitoring units and help them with recruitment, budgets and other organizational support, to make sure that Saudi services are performing well in accordance with global best practices. These units will push for coordination between government agencies and other relevant bodies, as well as help them monitor and improve their performance.



AN AMBITIOUS NATION.
EFFECTIVELY GOVERNED



AMONG OUR
GOALS BY
2030

To increase non-oil government revenue
from SAR 163 billion to SAR 1 Trillion



To raise our ranking in the Government Effectiveness Index,
from 80 to 20



To raise our ranking on the E-Government Survey Index from our current
position of 36 to be among the top five nations





**AMONG OUR
COMMITMENTS..**





KING SALMAN PROGRAM FOR HUMAN CAPITAL DEVELOPMENT

We have yet to identify and put into effect the best practices that would ensure that public sector employees have the right skills for the future. However, by 2020, we aim to have trained, through distance learning, 500,000 government employees. All ministries and government institutions will be required to adopt best practices in human capital development. We will continue to hire individuals according to merit and work towards building a broad talent base, so they may become leaders of the future.

The King Salman Program for Human Capital Development will establish HR centers of excellence in every government agency, and provide training. We will work to raise the productivity of employees to the highest levels possible, by implementing proper performance management standards, providing continuous training for professional development, and sharing knowledge. We will develop targeted policies to identify and empower future leaders, and will furnish a stimulating environment that provides equal opportunities and rewards for excellence.

SHARED SERVICES TO OUR GOVERNMENT AGENCIES

We are working towards shared services across our government agencies. This will contribute to achieving our goal of increasing productivity and raising the efficiency of government spending. Shared services in our government will also aim to increase quality, cut costs, unify our efforts, and provide a suitable work environment for all parties at the lowest cost.

Shared services can be applied globally and locally in many sectors. This is our long-term goal, and we will implement it gradually. As a first step therefore, we will examine the status of support services in government sectors, set the scope of work and develop comprehensive priorities and implementation plans. We will follow best practices in employing shared services, with a robust set of performance indicators that will measure quality, workflow improvement, cost reduction and knowledge transfer.



AMONG OUR COMMITMENTS..



"QAWAM": INCREASING SPENDING EFFICIENCY

We are committed to making our public spending radically more efficient, using our resources more effectively, and limiting waste. We will launch the "Qawam" program as a reflection of the Qur'anic verse that calls for moderation in spending between excess and parsimony. Allah the Almighty says: "And those who, when they spend, are neither extravagant nor niggardly, but hold a medium (way) between those (extremes)"

Through this program, we will comprehensively review financial regulations in all government agencies. The program is intended to move away from a narrow reliance on process auditing, and move towards a more integrated approach with effective and efficient spending controls, and specific and measurable goals, while sustaining resources and assets. We will raise awareness and reward a culture of efficient spending throughout all administrative levels. Specialized training for employees and other key stakeholders will be provided as required, boosting the performance of finance departments and internal auditing.

EFFECTIVE E-GOVERNMENT

We have made remarkable progress in e-government. The scope of online services has already been expanded over the last decade to include employment programs, online job searches, e-learning services, traffic, passports and civil affairs, online payment services, online issuance of commercial registers, among others. This has improved Saudi Arabia's ranking on several global indicators. In the UN e-Government Index, for instance, we ranked 36 in 2014, up from 90 in 2004.

We will expand the scope of current online services further to include areas such as geographic information, health care and education. Quality will be improved by streamlining processes, and diversifying communication channels. We will also support the wider use of online applications in government agencies, such as cloud applications, data sharing platforms and HR management systems. Finally, we will strengthen the governance of online services within the government itself.

AN AMBITIOUS NATION..
RESPONSIBLY ENABLED

THE NATION WE ASPIRE TO BUILD WILL NOT BE REALIZED WITHOUT A GRAND, COLLECTIVE NATIONAL EFFORT WHERE EVERYONE CONTRIBUTES. WE ALL HAVE ROLES TO FULFILL, WHETHER WE ARE WORKING IN THE PUBLIC, PRIVATE OR

**BEING RESPONSIBLE
 FOR OUR LIVES**

We have already faced and overcome many challenges and accomplished much, by the grace of Allah and our brotherhood. We have contributed to building our country. We have been, and still are, a great example in assuming responsibility. Today, as we face fresh challenges, new roles and responsibilities are required. We should feel great confidence in our capabilities, in our understanding of our obligations and in our ability to achieve excellence for our nation, our society, our families and ourselves.

We are each personally responsible for our own futures. As such, we will develop ourselves and will work to become independent and active members of society, developing new skills in the process. We will remember our lifelong obligations to our families. In the workplace, we will be committed and disciplined, acquire new experience and pursue our ambitions.

We will create the right environment to enable us to fulfill these responsibilities. We will promote greater financial independence by providing planning tools such as mortgages, savings portfolios, and retirement options. We will set up a regulatory framework that empowers the non-profit sector.

This will all be achieved by adhering closely to Islamic principles, Arab values and our national traditions. As we build our own long-term future, we will remember our duty to respect these principles, which include supporting the vulnerable and needy, helping our neighbors, being hospitable to guests, respecting visitors, being courteous to expatriates, and being conscientious of human rights.

NON-PROFIT SECTORS. WE WILL THEREFORE WORK CONTINUALLY TO ACHIEVE OUR HOPES AND FULFIL OUR ASPIRATIONS AND RESPONSIBILITIES TO OUR COUNTRY, OUR SOCIETY, OUR FAMILIES, AND TO OURSELVES

BEING RESPONSIBLE IN BUSINESS

We aspire to have businesses that contribute to developing our society and our country, not be geared solely towards generating profits. We expect our companies to observe their social responsibilities and contribute to creating a sustainable economy, including by creating the stimulating opportunities for young men and women that can help them build their professional careers. We will encourage the businesses that follow through on this commitment to participate in our country and to address national challenges.

BEING RESPONSIBLE TO SOCIETY

The values of giving, compassion, cooperation and empathy are firmly entrenched in our society. We have already played an influential role in providing social aid locally, regionally and globally. In the future, we will formalize and strengthen the organization of our social and compassionate work so that our efforts have the maximum results and impact.

Today, we have fewer than 1,000 non-profit foundations and associations. In order to increase the resilience and impact of this sector, we will continue to develop regulations necessary to empower non-profit organizations. We will review our regulations to encourage endowments to sustainably fund the sector and to encourage corporations and high net worth families to establish non-profit organizations.

Government support will be directed to the programs with highest social impact and we will support training workers to encourage volunteering and careers in the non-profit sector. Enabling non-profit organizations to attract the best talents in order to ensure best management practices and the transfer of knowledge, which will strengthen these institutions over the long-term. This will ensure that the non-profit sector plays an enhanced and more efficient role in critical sectors such as health care, education, housing, research, and cultural and social programs.



AN AMBITIOUS NATION.
RESPONSIBLY ENABLED



AMONG OUR
GOALS BY
2030

To increase household savings from 6% to 10% of total household income



To raise the non-profit sector's contribution to GDP from less than 1% to 5%



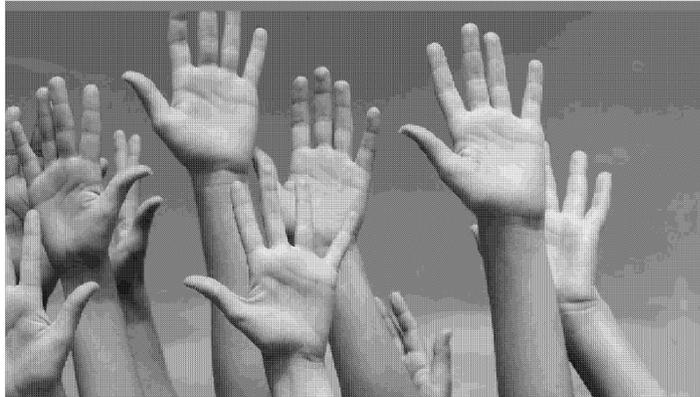
To rally one million volunteers per year (compared to 11,000 now)





**AMONG OUR
COMMITMENTS..**





A MORE IMPACTFUL NON-PROFIT SECTOR

Today, we have fewer than 1,000 non-profit and charitable foundations and associations. They contribute just 0.3 percent of our GDP, much less than the global average of 6 percent. Currently, just 7 percent of projects are focused on generating social impact or are aligned with the long-term national priorities. By 2020, more than one third of our non-profit organizations' projects should have measurable and deep social impact.

The recently published regulations on non-profit organizations and on the General Authority for Endowments will help the non-profit sector become more institutionalized, formalized and more efficient. We will accelerate this shift further by supporting projects and programs with high social impact and by facilitating the establishment of non-profit organizations by high net worth families, which will promote rapid growth of the non-profit sector. We will support this growth by creating a supportive and cooperate environment in which the sector's institutions and government agencies can collaborate.

At the same time, we will encourage the non-profit sector to apply proper governance standards, facilitate high quality training to staff and promote a culture of volunteering and full-time careers in the sector.



HOW TO ACHIEVE
OUR VISION?



—◆ WE HAVE OUTLINED A COMPREHENSIVE AND AMBITIOUS VISION FOR SAUDI ARABIA UNTIL THE YEAR 2030. IT IS THE FIRST STEP ON OUR JOURNEY TOWARDS A BETTER, BRIGHTER FUTURE FOR OUR COUNTRY AND OUR CITIZENS. TO ACHIEVE OUR ASPIRATIONS AND HOPES, WE HAVE ALREADY LAUNCHED MANY TRANSFORMATIVE PROGRAMS THAT HAVE PAVED THE WAY FOR THE VISION AND WILL HELP US ACHIEVE OUR GOALS. THESE INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

THE GOVERNMENT RESTRUCTURING PROGRAM

Around the world, governments are organizing themselves with agility, continuously restructuring and aligning their systems to national priorities. We have already started moving along this path by eliminating supreme councils and establishing the Council of Political and Security Affairs and the Council of Economic and Development Affairs. These reforms have helped to speed strategy development and decision-making, as well as enhance performance. We will continue this careful restructuring, comprehensively and gradually, based on our clear priorities.

THE STRATEGIC DIRECTIONS PROGRAM

We have approved the strategic directions determined by our government agencies. Existing roles have been reviewed to align with our future economic and social needs. Decisions are based on detailed studies and benchmarks, as well as comprehensive analysis of each agency's programs, plans and relevant performance indicators.



**THE FISCAL
BALANCE PROGRAM**

After the Council of Economic and Development Affairs was established, we began examining our existing capital expenditures, their approval mechanism and their measureable economic impact. We have formed committees and introduced new departments tasked with reviewing relevant regulations and taking the necessary action on the expenditures. As a consequence, last year, we increased our non-oil revenues by 30 percent, and we plan to continue diversifying our non-oil revenues in the coming years, by introducing new measures.

**THE PROJECT
MANAGEMENT PROGRAM**

The Kingdom's agencies are currently undergoing a wave of reforms and transformation. To manage this momentum and ensure all efforts are coordinated, we adopted an effective approach to project management and established expert project management offices (PMOs) in the Council of Economic and Development Affairs and many other government agencies. We also set up a central Delivery Unit.

**THE REGULATIONS
REVIEW PROGRAM**

Over the past year, we reviewed many current laws and enacted new laws that have been years overdue. These include the company law, the non-governmental organizations' law, the law concerning fees on non-used lands, the General Authority for Endowments (Awqaf) law, among others. We will continue to review all laws to ensure they are in line with the Kingdom's priorities.

**THE PERFORMANCE
MEASUREMENT PROGRAM**

We adopted the principle of performance measurement, and made sure it is properly used in our evaluation of all government agencies, their programs, initiatives and executives. We established the Center for Performance Management of Government Agencies to institutionalize these efforts for the long-term and built performance dashboards to promote accountability and transparency.



TO ENSURE THE
REALIZATION OF
SAUDI ARABIA'S
VISION FOR 2030,
WE ARE
PREPARING TO
LAUNCH A GROUP
OF EXECUTIVE
PROGRAMS THAT
WILL HAVE A
SIGNIFICANT
IMPACT ON
IMPLEMENTATION.
**THESE INCLUDE,
BUT ARE NOT
LIMITED TO THE
FOLLOWING:**

THE SAUDI ARAMCO
STRATEGIC
TRANSFORMATION
PROGRAM

We believe that Saudi Aramco has the ability to lead the world in other sectors besides oil, and it has worked on a sweeping transformative program that will position it as a leader in more than one sector.

THE PUBLIC INVESTMENT
FUND RESTRUCTURING
PROGRAM

Having worked on restructuring the fund, we are now refining its investment capabilities and enabling the fund to manage a broader portfolio of current and new assets. We aim to transform it into the largest sovereign wealth fund in the world and will announce a comprehensive plan to achieve this goal.

THE HUMAN
CAPITAL PROGRAM

Because human capital is a crucial factor in the success of any substantial project, we aim to launch a thorough program for nurturing our human talent. This program will measure, assess and analyze the efficiency of our civil service. It will also support our government agencies with staff, studies, consultations, and strategic partnerships related to human capital.



THE NATIONAL TRANSFORMATION PROGRAM

In a new approach, our government agencies have been working through numerous workshops to examine their role in implementing the initiatives necessary for delivering on national priorities. We are identifying opportunities for partnering with the private sector, as well as innovative administrative and funding approaches. We are detailing specific initiatives that have clear performance indicators.

THE PROGRAM FOR STRENGTHENING PUBLIC SECTOR GOVERNANCE

We will work on restructuring our government agencies continuously and with flexibility. We will eliminate redundant roles, unify efforts, streamline procedures and define responsibilities. We shall also enable our agencies to deliver on their mandate, to be accountable, to ensure business continuity and to show adaptability in the face of new challenges. Under the Council of Economic and Development Affairs, we will establish a strategic management office to focus on coordinating all government programs and ensuring their careful alignment with the national Vision. The office will also prevent gaps, duplication or contradiction between agencies' policies and programs, and ensure that all components of the Vision are detailed in proper sectoral strategies. We will also establish a Decision Support Center at the Royal Court to support decision-making through analytical and evidence-based information and reports.

THE PRIVATIZATION PROGRAM

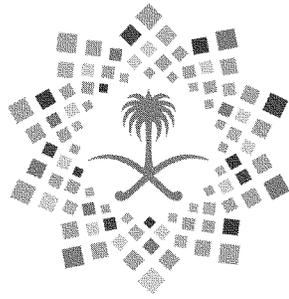
We are in the process of determining additional sectors suitable for privatization. Our goal is to create a comprehensive privatization program. We will make use of international best practices, transfer knowledge and achieve our goals in a balanced and scientific manner.

THE STRATEGIC PARTNERSHIPS PROGRAM

We are working with our economic partners around the world to build new strategic partnerships for the twenty-first century, in harmony with our national Vision, so that we can be a trade hub connecting three continents and enhance our exports.

OUR COMMITMENT TO
ACHIEVING THE GOALS
OF THESE PIVOTAL
PROGRAMS AND OUR
COLLECTIVE
CONTRIBUTION SHALL BE
THE FIRST STEP
TOWARDS ACHIEVING
SAUDI ARABIA'S VISION
FOR 2030. WE WILL
CONTINUE TO LAUNCH
NEW PROGRAMS IN THE
UPCOMING YEARS AS
REQUIRED, AND WE WILL
CONTINUOUSLY REVIEW
AND ASSESS OUR
PERFORMANCE IN
ACHIEVING THIS VISION

MAY ALLAH BLESS US
AND GUIDE US TO THE
RIGHT PATH.



www.vision2030.gov.sa

COATUE

PIF/ HE Yasir Al Rumayyan Overview

HE Yasir Al Rumayyan

General Background

Governor of PIF (Saudi sovereign wealth fund)

Other roles of Saudi national importance:

- Member of Council of Economic and Development Affairs
- Advisor to General Secretariat of the Council of Ministers
- Chairman of the Decision Support Center

Board Affiliations

- Chairman of Saudi Aramco
- Board Member of Saudi Industrial Development Fund
- Board Member of NEOM Company
- Board Member of Softbank
- Board Member of ARM
- Board Member of Uber
- Board Member of Reliance Industries

Personal Life

He was born in one of the Northern Provinces of Saudi and moved to Riyadh to attend primary school and then King Faisal University.

He has 2 children (one son who is the chief of staff to MBS's royal court and one daughter). His son graduated from NYU.

Interests

He is an avid sports enthusiast. He loves watching sporting matches (went to Superbowl, goes to many football/soccer events, tennis events). His big passion is Golf and loves to play golf whenever he can.

He started LIV Golf, which the PIF funded

In April 2020, he lead a consortium to buy the Newcastle United Football Club. He currently serves as Chairman. Other owners include Jamie Reuben, Amanda Staveley and Mehrdad Ghodoussi

Early Career

He started his career at Saudi Holland Bank before becoming head of international brokerage. He became CEO of Saudi Fransi Capital, the investment banking arm of Banque Saudi Fransi. He sat on the Board of the Saudi Stock Exchange before being approached to join the Royal Court

Key Relationships

Key connections:

- Yasir is very close to Ray Dalio (Ray bought a house in Riyadh next to Yasir's and spends a lot of time in Saudi), Jared Kushner, Steve Mnuchin

Close Saudi friends:

- Hani Enaya (Sanabil), Mohannad AlBlehed (Directs PIF)

COATUE

PIF/ HE Yasir Al Rumayyan Overview

PIF

PIF History

2015: King Abdullah passed away and MBS's father, King Salman took the throne. MBS was named Crown Prince

2016: MBS launches Vision 2030 which is a plan to diversify the Saudi economy away from its reliance on oil

PIF was a small fund with less than 50 employees but MBS had the desire to make PIF into a large global SWF like ADIA

Yasir was invited to Royal Court in 2015 to meet MBS. Yasir was chosen as someone who was raised, educated and worked in Saudi (something that was important to MBS). He soon became MBS's right hand and executor of MBS's Vision 2030.

He has great interpersonal skills and was chosen to be Saudi's Ambassador to the West. MBS is the "Saudi" Crown Prince (he was educated in Saudi (unlike many other members of the family) and it was very important for him to have a Deputy who was also educated in Saudi and from the Saudi provinces)

PIF Overview

In early 2014, PIF had assets of \$84bn and by 2019, they had grown to \$320bn. Today PIF has over 2,000 employees with at least \$600bn of assets

Yasir was tasked to institute the Goals of Vision 2030 through PIF

As a result, there is a tremendous amount of focus on partnering with institutions who can help Saudi institute this vision and make it a global tourism hub, cultural hub and financial hub.

PIF has invested a lot in building out Riyadh cultural life (built a restaurant/social center in 4 months), bringing top global restaurant and hotels to Saudi), offering large contracts to key global athletes to play for Saudi teams (ex. Ronaldo and Messi)

Overview of Vision 2030 (MBS's strategic plan for Saudi)

Three Pillars:

1. Heart of Islamic world
2. Determination to become global investment powerhouse
3. Building a key strategic position in global economy as a result of its geographic location, connecting three continents. Wants to be a gateway to the world.

MBS is very focused on building a vibrant domestic society. PIF is investing in:

- Building out Education
- Building out top Healthcare
- Building out a cultural, athletic and entertainment rich life
 - Would like to increase health/wellbeing/ recreational activities from 13% of population to 40%
- Building out Tourism
 - Golf, Red Sea, Neom

Golf in Saudi

Saudi Golf Federation was established in 1998

Yasir is the Chairman of Saudi Golf Federation and Chairman of Saudi Golf Company

Noah Alireza (CEO of Golf Saudi)

Royal Greens Golf Course (2 hours north of Jeddah) is their premier course, designed by Dave Sampson of European Golf Design

13 more premier golf resorts under construction as part of the Vision 2030 plan:

- Develop a golf ecosystem to create businesses and increase revenue streams
- Build and develop facilities to provide accessibility to the Saudi Populations and Visitors



COATUE

PIF/ HE Yasir Al Rumayyan Overview

Golf in Saudi (Cont.)

- Provide Access to Golf Via Entertainment based entry level golf initiatives
- Promote the Game by creating interest in wholly owned and private sector developments
- Position Golf via events that showcase Saudi as an Innovative and Progressive Society
- Connect Golf Tourism by driving interest in new properties
- Deliver sustainability in practice (environmental), in participation (economic) and available to All (Social)
- Champion Vision 2030 by Enhancing Perception of the Modern Saudi Lifestyle

NEOM

Leadership: CEO- Nadhmi Al-Nasr (was previously at Aramco and KAUST)

Fueled by \$500 billion investment from PIF

NEOM is the brain child of MBS (Neo meaning new and "M" being the first letter for the Arabic word meaning future and first letter of Crown Prince's name) is a planned smart city in the northern province of Saudi Arabia (on the Red sea).

The plan is for NEOM to have its own governmental/tax framework and to promote global tourism of the Red Sea

Key International Partners:

- McLaren Electric Racing/ Formula E
- Ocean X- learning more about ocean life exploration in the Red Sea
- Asian Football Confederation- idea to become a globally recognized sporting destination



JEDDAH

Ruler: His Highness Prince Saud bin Abdullah bin Jalawi

Jeddah is the second largest city in Saudi with a population of ~5mm people

It is located on the Red Sea and tends to be more of a vacation/leisure city than Riyadh

It is culturally and historically important as it is the closet metropolis to Mecca

In addition to being culturally and historically significant, Jeddah is becoming one of the main sports hubs in Saudi with plans to expand to hosting more international events:

- Home to the 2 largest football club teams
- Premier Golf Course located near Jeddah (Royal Greens)
- Jeddah hosts FIA Formula 1 World Championship from 2021-2025



Interesting Articles/Links

- <https://www.vision2030.gov.sa>
- <https://www.forbesmiddleeast.com/billionaires/arab-billionaires/chairman-yasir-al-rumayyan-00015-ownership-in-saudi-aramco-is-worth-%24257b>
- <https://theathletic.com/4343985/2023/03/29/yasir-al-rumayyan-newcastle-profile/>
- <https://www.neom.com>
- <https://www.golfsaudi.com/en>
- <https://en.wikipedia.org/wiki/Jeddah>

Appendix 6

From: Ron Price [REDACTED]
Sent: 5/14/2023 1:34:26 PM
To: Jay Monahan [REDACTED]
Subject: Re: Next steps

Thanks, Jay! This is awesome and exciting!

Ron Price
Chief Operating Officer
PGA TOUR
[REDACTED]

On May 14, 2023, at 1:28 PM, Jay Monahan <[REDACTED]> wrote:

FYI

Sent from my iPhone

Begin forwarded message:

From: Jay Monahan <[REDACTED]>
Date: 14 May 2023 at 1:26:21 pm GMT-4
To: [REDACTED]
Cc: "Dunne, James J., III (Piper Sandler Companies)" <[REDACTED]>
Subject: Re: Next steps

Thank you Mr Chairman! Nice to hear that the momentum keeps building.

Jimmy in Monaco is pure genius, on so many levels.

On 14 May 2023, at 1:17 pm, Herlihy, Edward D. <[REDACTED]> wrote:

This Message Is From an External Sender
This message came from outside your organization.

<!--[if !((ic)(mso))]-->

This Message Is From an External Sender
This message came from outside your organization.

<!--[endif]-->

Jay and Jimmy,

I spoke with Amanda and Mehrdad a short while ago. Very good conversation. Y told them today to get it done. They asked about agreements; we are going to move them along.

I said we'd speak tomorrow afternoon. They love the idea of Jimmy going to the Grand Prix in Monaco. They will be there for the first 2 days as well. They will speak to Y about it but they agreed it made sense for Jimmy and Y to be together and travel to San Francisco together.

Best,
Ed

From: Mehrdad Ghodoussi <[REDACTED]>
Sent: Sunday, May 14, 2023 6:39 AM
To: Herlihy, Edward D. <[REDACTED]>; Dunne, James J., III (Piper Sandler Companies) <[REDACTED]>
Cc: Staveley, Amanda (PCP Capital Partners) <[REDACTED]>; Brian Gillespie <[REDACTED]>;
<[REDACTED]>; Mohannad S. Alblehed <[REDACTED]>
Subject: Next steps

****External Email-Use Caution****

Dear Ed/Jimmy

I hope you guys had a safe trip back and are enjoying the rest of the weekend on a golf course somewhere. I wanted to express my gratitude to you both, as well as Jay, for making the trip to see us in Venice. The whole team is excited to move forward with this project as quickly as possible.

Following our discussions on Saturday morning, I have included Mohannad and Brian in this email thread. Ed, if possible, it would be great to receive a first draft of the agreement sometime this week. Additionally, if you could explain to the team your expectations regarding timelines, it would be much appreciated. As we discussed, Jay has an important PGA/Masters event in his diary on May 30th, which you believe would be an ideal time for an announcement. This timing would also fit well around His Excellency's trip to San Francisco

Thank you again for your time and effort in coming to Venice - we look forward to speaking with you soon.

Best

Mehrdad

Please be advised that this transmittal may be a confidential attorney-client communication or may otherwise be

privileged or confidential. If you are not the intended recipient, please do not read, copy or re-transmit this communication. If you have received this communication in error, please notify us by e-mail [REDACTED] or by telephone [REDACTED] and delete this message and any attachments.

Thank you in advance for your cooperation and assistance.

Appendix 7

From: Herlihy, Edward D. [REDACTED]
Sent: Sunday, May 14, 2023 1:42 PM
To: Monahan, Jay (PGA Tour, Inc.) [REDACTED]
Subject: RE: Rc:

Great idea.

From: Jay Monahan [REDACTED]
Sent: Sunday, May 14, 2023 1:38 PM
To: Herlihy, Edward D. [REDACTED]
Subject: Re:

****External Email-Use Caution****

Are you ok with me having Ron join our call this afternoon? Would be helpful today and going forward.

Sent from my iPhone

The information contained in this transmission and any attachments may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

On 14 May 2023, at 8:06 am, Herlihy, Edward D. [REDACTED] wrote:

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This message came from outside your organization.

Please be advised that this transmittal may be a confidential attorney-client communication or may otherwise be privileged or confidential. If you are not the intended recipient, please do not read, copy or re-transmit this communication. If you have received this communication in error, please notify us by e-mail [REDACTED] or by telephone [REDACTED] and delete this message and any attachments.

Thank you in advance for your cooperation and assistance.

<2023-05-14 07-39.pdf>

Appendix 8

Subject: Catch Up with Ed
Location: Microsoft Teams Meeting; 7866003983,,925089489#
Start: 5/14/2023 5:00 PM
End: 5/14/2023 6:00 PM
Show Time As: Tentative
Recurrence: (none)
Meeting Status: Received
Organizer: Jay Monahan
Required Attendees: Herlihy, Edward D.;Ron Price
Optional Attendees: Sharon Poling
Resources: Microsoft Teams Meeting; 7866003983,,925089489#

****External Email-Use Caution****

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Phone Conference ID: 925 089 489#

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Appendix 9

Chat with "Lance Stover" <+ [REDACTED]>
and another address on April 20, 2023
Lance Stover <+ [REDACTED]>
Ron Price <+ [REDACTED]>
Andy Pazder <+ [REDACTED]>
Earliest item: 2023-04-20 17:33:07
Latest item: 2023-04-20 17:44:18

Thursday 20 April 2023

Instant Message : Native Messages
From Ron Price <+ [REDACTED]> 17:33:07
Jay just told me the meeting is set for Sunday night in London. He wants to get together with us tomorrow morning to review the document. Lance, we could meet with him at 9:00 tomorrow morning if you think the document will be ready by then. Does that work? We would need to send him the document in advance of the meeting.

Instant Message : Native Messages
From Lance Stover <+ [REDACTED]> 17:35:04
Got it. Working it. I likely need until late evening tonight, if possible. Could I send to you both at/around 11pm and we meet at 8:00am tomorrow in advance of meeting with Jay at 9:00am?

Instant Message : Native Messages
From Ron Price <+ [REDACTED]> 17:38:45
I can make that work.

Instant Message : Native Messages
From Andy Pazder <+ [REDACTED]> 17:41:09
Works for me too.

Instant Message : Native Messages
From Lance Stover <+ [REDACTED]> 17:43:45
I'll send an in-person invite for 3 of us for 8:00am tomorrow. So long as I'm not worlds off with the initial cut, we should ample time to refine and tweak for 9:00am.

Instant Message : Native Messages
From Lance Stover <+ [REDACTED]> 17:44:07
Will send text with password late tonight as discussed. Thanks for flexibility.

Instant Message : Native Messages
From Ron Price <+ [REDACTED]> 17:44:18
Liked "Will send text with password late tonight as discou."

End Thread

Thread Statistics
Instant Message Count
7

Appendix 10

From: Michael Klein [REDACTED]
Sent: 6/2/2023 10:31:46 AM
To: Jimmy Dunne [REDACTED]; Edward Herlihy [REDACTED]
CC: H.E. Yasir Al-Rumayyan [REDACTED]; Jay Monahan [REDACTED]

This Message Is From an External Sender
This message came from outside your organization.

Ed and Jimmy,

Yasir and Jay spoke.

Release now Tuesday.

They will be together and deciding city London or NY likely.

Jay cannot brief his board till Monday and wants to see Tiger and Rory Monday in person..Monday will be DC calls as well.

Hard to hold for this long but no leak yet and great that Jay and Yasir are aligned.

All the best
Michael

Michael Klein
M. Klein and Company
Churchill Capital
640 Fifth Avenue
New York, NY 10019

(O) [REDACTED]
(C) [REDACTED]
(M) [REDACTED]

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notify the sender. This communication is for informational purposes only and should not be regarded as an offer, solicitation or recommendation to purchase or sell any financial product.

Appendix 11

From: John Wolf [REDACTED]
Sent: 6/2/2023 4:16:12 PM
To: Keith Pelley [REDACTED]
Subject: Docs Privileged Confidential
Attachments: Announcement - Privileged Confidential - v4 w JW edit 6.1.23 1112.docx; Memo to Membership - Privileged Confidential - LN draft Friday a.m..docx; June 2023 - Comms Approach and Messaging - LN draft Friday a.m..docx

As discussed.

We are in the process of iterating on the press release with their guys now. We received theirs an hour or two ago and have just completed time on the phone and merging of docs – they were a bit off so Klein had to jump in again and we believe we will be closer in the next few hours.

Thanks!! John



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**PGA TOUR, DP World Tour, Public Investment Fund of the Kingdom of Saudi Arabia
announce newly formed commercial entity to unify golf**

*Framework agreement ends litigation, establishes common goal to promote and grow
the game globally, under PGA TOUR umbrella*

PONTE VEDRA BEACH, Fla., [], UK & [], SAUDI ARABIA (May [*], 2023 – The PGA TOUR and DP World Tour today announced landmark agreement with the Public Investment Fund of the Kingdom of Saudi Arabia (PIF) to unify the game of golf on a global basis. The parties have signed a framework agreement that combines the PIF’s golf-related commercial businesses and rights – along with a cash investment – with the PGA TOUR’s commercial businesses and rights – including the TOUR’s investment in the DP World Tour – into a new, collectively held, for-profit LLC to be controlled and managed by the PGA TOUR. When fully developed, the new entity (name TBD) will implement a plan to grow these combined commercial businesses, drive financial returns, drive greater fan engagement and accelerate growth initiatives already underway.

Notably, today’s announcement brings about an end to all pending litigation between the participating entities, with prejudice, and ends any solicitation of PGA TOUR, DP World Tour, or LIV golf members.

Under the terms of the agreement, the PGA TOUR becomes the manager for all the new entity’s golf-related commercial businesses and investments.

The Board of Directors of this new commercial entity will include His Excellency Yasir Al-Rumayyan as Chairman of the Board of Directors and PGA TOUR Commissioner Jay Monahan as Chief Executive Officer. The new entity’s board will include an Executive Committee comprised of Al-Rumayyan, Monahan, PGA TOUR Policy Board Chairman Ed Herlihy and PGA TOUR Policy Board member Jimmy Dunne.

“After two years of disruption and distraction, this is a historic day for the game we all know and love,” said Monahan. “This transformational partnership recognizes the immeasurable strength of the PGA TOUR’s history, legacy and pro-competitive model and bridges the DP World Tour and the PIF – including the team golf concept – to create an investment that will benefit golf’s players, partners and fans. Going forward, fans can be confident that we will, collectively, deliver on the promise we’ve always made – that the PGA TOUR represents the best in men’s professional golf and that we are committed to securing and driving the game’s future.

“We are pleased to move forward, in step with the PIF’s world-class investing experience, and I applaud PIF Governor His Excellency Yasir Al-Rumayyan for coming to the table with a collaborative and forward-thinking approach that is not just a solution to the rift in our game, but also a commitment to taking it to new heights. This will engender a new era in global golf, for the better.”

DRAFT QUOTE/SWING THOUGHTS FOR CONSIDERATION: Al-Rumayyan said, “Today’s announcement will undoubtedly unify the game of golf for the benefit of all of our stakeholders, including players, sponsors and fans of the game worldwide. We are extremely excited to invest in the PGA TOUR and combine our businesses under one roof. Jay Monahan is the right person to lead this tremendous combination and grow the game on a global stage, and on behalf of PIF and the Kingdom of Saudi Arabia we are delighted to be a part of that growth.”

Keith Pelly, Chief Executive of the DP World Tour, said "This is a momentous day. Working collaboratively, we have the ability to grow, promote and unify the game of golf on a global scale that has never been seen before. Together we will be stronger than ever and well positioned to bring the game to all corners of the globe."

Media contacts:
[To add]

PGA TOUR Membership

Today is a momentous day for your organization and the game of golf as a whole.

The PGA TOUR – your TOUR – is leading the formation of a new commercial entity to unify golf, one that sees the end of the disruption and distraction that has divided the men's professional game for the better part of three years.

Through a framework agreement, the Public Investment Fund of the Kingdom of Saudi Arabia (PIF) is contributing its golf-related commercial businesses and rights (including LIV Golf and their investment in the Asian Tour), along with a significant financial investment, toward minority equity ownership of a new, collectively held, for-profit LLC. This new entity (name TBD) will include the PGA TOUR's commercial businesses and rights, as well as the DP World Tour, and will be controlled and managed by the PGA TOUR as the majority equity owner.

Upon execution of a definitive agreement, His Excellency Yasir Al-Rumayyan will join the Policy Board of the PGA TOUR (the parent company); I remain as Commissioner of the PGA TOUR, and Ed Herlihy remains PGA TOUR Policy Board Chairman. Within the new, for-profit entity – which is a subsidiary of the PGA TOUR – I will serve as Chief Executive Officer, with Al-Rumayyan as the Chairman of the Board of Directors; Ed Herlihy and PGA TOUR Policy Board member Jimmy Dunne will join us as members of the Executive Committee.

Through this transformational agreement and with PIF's collaborative investment, the immeasurable strength of the PGA TOUR's history, legacy and pro-competitive model not only remains intact, but is supercharged for the future. Our game, our players and our fans will no doubt benefit for years to come.

There are many details to work through as we develop a definitive agreement, which will ultimately require PGA TOUR Policy Board approval, and I know you have many questions. Some important items to note in the meantime:

- Notably, today's announcement brings about an end to all pending litigation between the participating entities and prohibits any further recruitment of PGA TOUR, DP World Tour or LIV Golf members.
- The PGA TOUR becomes the manager for all of the new entity's golf-related commercial businesses and investments, which includes LIV Golf, the Asian Tour and the DP World Tour.
- The PGA TOUR retains administrative oversight of events under the PGA TOUR umbrella, including the sanctioning of events, the administration of the competition and rules, as well as all other "inside the ropes" responsibilities.
- We will conduct a comprehensive evaluation of LIV Golf and determine how best to integrate team golf into the professional game. The 2023 LIV Golf schedule will continue as planned.
- LIV players who wish to re-apply for membership with the PGA TOUR (or the DP World Tour) will be subject to a fair, objective disciplinary process. This is a complicated endeavor and one that will be guided by established PGA TOUR rules and regulations.
- PIF will make a financial investment to become a premier corporate sponsor of the PGA TOUR (and DP World Tour and other international tours)
- PIF will make an additional investment in the new entity that will allow us to build an even stronger and more robust commercial business, together.
- PIF is committed to significant financial support toward PGA TOUR-directed causes that positively impact the game on a global basis.

There is much work to do to get us from a framework agreement to a definitive agreement, but one thing is obvious: our former competitor, and now our partner, sees the value in what we – what you, the best players in the world – have and always will offer to our fans. I applaud PIF Governor His Excellency Yasir Al-Rumayyan for coming to the table with a collaborative and forward-thinking approach that is not just a solution to the rift in our game, but is also a commitment to taking it to new heights.

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I will be on site at the RBC Canadian open tomorrow (Tuesday) and would like to invite those in the field to an informal Player Meeting at 8 a.m. [location] to help answer any questions you may have.

-Jay

PGA TOUR and PIF Global Golf Partnership
Timing, Communications approach, Net Impact Statements, Q&A Prep

Timing – Recommendation

Monday, June 5

- 8:30 a.m. Policy Board and Player Directors (phone call with Jay)
- 9-9:30a.m. Commissioner’s Committee (in-person communication)
- 9:30-10:30 a.m. Executive Leadership Team joins Commissioner’s Committee (in-person communication)
- 10:30 a.m. Ensure “Must Call” list is complete, using intel from CC/ELT
Schedule one-on-one calls for Jay, etc. – ideally none occur before 1 p.m.
ELT members should schedule time for their respective teams (in person or via TEAMS) for post-announcement to reinforce messaging/answer questions
- 10:30 a.m. *Rocket Mortgage Classic media day*
- 11:30 a.m. *John Deere extension announcement and media day (constituent outreach at 11:15 a.m.)*
- 1:55 p.m. PGA TOUR Player Advisory Council and PGA TOUR Champions Player Directors (cover memo with press release)
- 2 p.m. Players – all Tours (player memo with press release + includes Tuesday Player Meeting info)
Policy Board/Player Directors (cover memo with press release)
Employees (modified player memo with press release + includes all-hands meeting info)
Tournaments & Titles (modified player memo with press release)
OMP (modified player memo with press release)
Media Partners (modified player memo with press release)
- 2:05 p.m. Press release
- 4 p.m. All-hands PGA TOUR employee meeting (in-person with Jay)

Tuesday, June 6

- 8 a.m. Player meeting at RBC Canadian Open (in-person with Jay)
- 9 a.m. Press conference at RBC Canadian Open (in-person with Jay)
Additional media interviews TBD (on-site/virtually)
- 3 p.m. *A Conversation with the Horschels at Global Home (previously scheduled)*
- 4 p.m. *Player Advisory Council call (previously scheduled)*

Communications Approach

We will strive to be as transparent as possible with the information we know in a timely fashion, understanding that aspects of this historic partnership will be jointly developed over the coming months. We will share details as decisions are finalized, working with our players and our Board.

We will be future-focused and emphasize the benefits of PGA TOUR and PIF coming together for the good of the game of golf. We will highlight the benefits for all key stakeholders. When communicating about this partnership, we will

strive to address the values and concerns of players, fans, sponsors, partners, tournament hosts and charities, volunteers, members of the media, golf organizations and policy makers.

We understand that building support may be challenging at first, as this “reversal” on approach from both sides will take some time for constituents to digest and understand. Therefore, consistency, transparency and patience will be key.

Net Impact Statements/Key Themes

- **United front.** This united front has the potential to positively shape the future of global golf. Working in collaboration, the PGA TOUR and PIF’s golf-related investments will combine to unleash innovation, growth and expand opportunities for players and fans across the golf ecosystem.
- **Moving forward.** The litigation and disruption of the past two years has come to an end. If that were the only development, it would still be cause for celebration. But we are doing more than that – we are collaborating on a shared commitment to supercharge the game’s global growth.
- **Strong getting stronger.** The PGA TOUR has seen recent, incredible interest and fan engagement and a connection with our player members that is stronger than ever. With our new-look schedule launching in 2024, from January through the FedExCup Playoffs and into the FedExCup Fall, we are confident in delivering an experience that excites our fans and rewards our players from start to finish. This now-unified effort with PIF/LIV Golf will provide players with an even stronger platform from which to compete at the highest level for more fans around the world.

Q&A Prep

[Messaging points will need to be developed as terms of Definitive Agreement are finalized relating to eligibility, LIV player reinstatement or discipline, the future of the team events, etc.]

- **Why now? What changed? Could this have been avoided by working together sooner?**
Strong getting stronger. Both sides have learned a lot over the past two years, and our current partnership was not possible until now. From the PGA TOUR standpoint, I’m proud of the ways we’ve evolved as an organization, reshaping our schedule to provide more value and consequence for our players, partners and fans. I strongly believe those changes have positioned us well for this joint approach.
- **Is this a victory for the PGA TOUR? Have you effectively killed LIV Golf?**
United front. This is a victory for global golf. The litigation and disruption of the past two years has come to an end, and we’re working together for the betterment of the game. As for LIV Golf, we will collaboratively conduct a comprehensive evaluation of the long-term value of that league and the team golf concept in general. There’s certainly room to build upon LIV and integrate team golf into future PGA TOUR and DP World Tour schedules.
- **Do you really think LIV Golf is viable?**
Moving forward + Strong getting stronger. There is certainly value and potential in the team golf concept, especially in a world where we are working on it together. As part of our partnership with the PIF, we are committed to a comprehensive evaluation of the long-term value and viability of LIV Golf and will work to determine how to integrate team golf into future PGA TOUR and DP World Tour schedules.
- **Is this partnership an “if you can’t beat them, join them” sort of scenario? You said last summer that the PGA TOUR couldn’t compete on dollars alone. Is this an admission that the LIV versus PGA TOUR legal battle would have bankrupted your organization?**
United front + Moving forward. The litigation and disruption of the past two years has come to an end, which is cause for celebration for all involved – fans of golf, included. But it’s more than that. It’s an admission – by both sides – that we can do more to positively shape the future of global golf when we are working with each other, rather than against.

- How can you trust PIF/LIV Golf after the past two years? How do you protect the PGA TOUR against being taken down from the inside?**
United front + Moving forward. This is a partnership, in which each party is deeply invested in success. We bring the proven – and growing – pro-competitive, legacy-driven PGA TOUR platform that features the world’s best players. The PIF brings world-class investment experience and golf-related assets that will further expand the game globally. I’m confident in our shared vision.
- Human rights, 9-11 Families, Jamal Khashoggi’s murder, etc. – any question relative to perceived hypocrisy or “u-turn” on our opinion of PIF/Kingdom of Saudi Arabia.**
Moving forward. This has been an incredibly complicated time for the PGA TOUR and the game of golf. I understand the criticism that will come by now partnering with our former competitor, but this is not just a solution to the rift in our game; it is also a commitment to taking it to new heights.

As pressed, i.e. what is our stance?
Moving forward. I certainly acknowledge the concerns surrounding Saudi Arabia’s human rights record. As part of our decision, we met with policymakers, global experts on relations with Saudi Arabia, and with sponsors and partners who have a deep understanding of the issues. Ultimately, we concluded that together we have an opportunity to influence positive change and promote inclusivity in our own sport. For instance, under the Agreement, there will be a significant PIF investment in social responsibility and grow-the-game initiatives.
- Isn’t this sportswashing, but now you’re ok with it because you benefit?**
Strong getting stronger + United front. I am confident that the PIF is investing in the PGA TOUR because they see incredible financial growth and upside. They want to be a part of what we have always and will continue to deliver, now with unprecedented collaboration and momentum.
- What will you say to the families/survivors of the 9-11 terrorist attack who have protested the involvement of Saudi Arabia in the funding of LIV Golf, and who have supported the PGA TOUR?**
Moving forward. Reference to Jimmy Dunne could be helpful here? First of all, there is no sentiment that I nor anyone can express who has not suffered such devastating losses. The PGA TOUR acknowledges the gravity of these issues, and we support our government’s efforts to seek truth and justice for those impacted.
 I welcome the opportunity to speak with families and groups about our new partnership and why I believe this is the right thing for the PGA TOUR and the game of golf. I’ve said before that “you never have to apologize for being a part of the PGA TOUR.” I still believe that to be true and am committed to making sure it remains that way.
- I thought the PGA TOUR wasn’t for sale. Did you sell out? Does PIF/KSA own the PGA TOUR now?**
Strong getting stronger + United front. This joint venture involves the creation of a for-profit entity called [PGA TOUR Enterprises]. PIF will invest as a minority equity owner, with PGA TOUR, Inc., being the majority equity owner. At its core, PIF is investing in the PGA TOUR; they want to be a part of what we have always and will continue to deliver, now with unprecedented collaboration and momentum.
- Are your players ok with this? I’ve heard some are furious, etc.**
Strong getting stronger. We are a membership organization, and my role as commissioner is to work in the best interest of the entire membership. I truly believe this is the right move at the right time, and our organization – and the players’ futures – will not only be secure because of it, but will flourish.
 There is no way to appease every single individual. And we also have to remember that this has been a complicated situation that is evolving rapidly. Players (and fans and partners...and media) will need time to learn, digest and understand the partnership, but I’m confident the connection with our players is stronger than ever and we will all see the vision come to life in due time.

- **Does this change your plans for 2024 and beyond, with respect to the schedule, Designated events, etc.?**
Strong getting stronger. We are incredibly excited by the advances we've made this year (bridge year) and bringing all of the competitive enhancements to bear in 2024. Our fans have responded, already, and there is so much more to come. So, the short answer is – it's full steam ahead for the PGA TOUR (we expect to release the 2024 schedule in a few weeks).
United front. So, I wouldn't say we aren't changing our plans, but they are certainly supercharged now that we are uniting the world of golf. There will be more growth opportunities than ever, for the benefit of the players, fans and partners.
- **Why didn't the PGA TOUR consider alternative partnerships to fund this new entity, partners that don't carry the controversial associations and potential negative public perception?**
United front + Strong getting stronger. We have evaluated various structure changes, funding options and approaches as part of our goal to drive more revenue to our players and grow fan interest in the TOUR. In fact, our 2024 new-look season is a perfect example of our commitment to creating the best possible platform for men's professional golf. Ultimately, we believe that working with the PIF presents an opportunity to (a) lay to rest the disruption that threatens and divides our sport and (b) supercharges the PGA TOUR and the global game of golf in a positive way that benefits everyone.
- **How will the TOUR handle players who previously left for LIV and want to come back?**
United front + Moving forward. We will work cooperatively with the DP World Tour and the PIF to establish what we believe will be a fair and objective process for LIV players who wish to re-apply for membership with the PGA TOUR or DP World Tour, consistent our Tours' disciplinary processes.

As pressed, i.e. I thought you said they shouldn't expect to come back? What do the players who stayed think?
Strong getting stronger. This is a complicated endeavor and one that we won't take lightly, but rest assured, we have the best interest of the game of golf in mind, and PGA TOUR rules and regulations will be upheld.
- **What do you say to the players who stayed, who were loyal to the PGA TOUR?**
Strong getting stronger + United front. Players who stayed with the PGA TOUR have done well; our comprehensive earnings have grown exponentially and we are experiencing incredible growth and fan engagement – as they've continued to play for titles and tournaments of incredible value. All of that will continue, but this partnership provides for their future and the future of the PGA TOUR to not only be secured, but supercharged.
Our collaboration with PIF will provide an opportunity to enhance the overall financial resources for PGA TOUR players, leading to increased playing opportunities. We will continue to prioritize transparency as we work through this complex process.
- **The press release alludes to "growing these combined commercial businesses, driving financial returns, accelerating growth initiatives." Can you elaborate on what that means? Does this allow you/PIF/the new entity to acquire other Tours or organizations?**
United front. I don't have anything to share just yet, but I'm confident – we are confident – this united front has the potential to positively shape the future of global golf. Working in collaboration, there are untold opportunities for innovation and growth for this great game, its players and fans.
- **What about Phil?**
- **Will each player be treated differently?**
- **Who pays out their contracts?**
- **Will they have to sit out a year or more? Do they come back with the same status?**
- **What happens to Greg Norman in all of this?**
- **When did these negotiations start? Who was involved? What was the impetus?**

- Did you ever think you'd see a day where YAR was a member of the PGA TOUR Policy Board?
- What do you think of YAR now that you've met him?

Appendix 12

From: Laura Neal [REDACTED]
Sent: 6/5/2023 8:06:10 PM
To: Kevin Foster [REDACTED]; Michael Klein [REDACTED]
CC: John Wolf [REDACTED]
Subject: Final timing and press release

Just need your logo for the top...

Timing – Tuesday, June 6

• 7 a.m. One-on-one calls to Player Directors (phone calls from Ed/Jimmy/Jay from NYC – can use Casa Cipriani – Battery Corner Suite or Presidential Suite – at 10 South Street; Sarah Jordan from Toneo is contact: [REDACTED])

- 8-8:30 a.m. Monahan and YAR CNBC taped from New York Stock Exchange
- 8:30-9 a.m. Additional joint interviews for Monahan/YAR (Casa Cipriani at 10 South Street)
- Financial Times – Sara Germano
- Associated Press – Doug Ferguson
- *Note: Wall Street Journal background briefing via Michael Klein only*

• 9 a.m. ELT with Commissioner’s Committee (Jay on TEAMS from Casa Cipriani)

Ensure “Must Call” list is complete, using intel from CC/ELT

Keith Pelley will call:

- Rolex
- DPW
- Johan Rupert
- Dr Munjal
- Martin Slumbers

Jay Monahan will call:

- Rory and Tiger
- Rolex
- FedEx
- RBC
- Golf Orgs
- Broadcast Partners

ELT members should schedule time for their respective teams (in person or via TEAMS) for post-announcement to reinforce messaging/answer questions

- 10:23 a.m. PGA TOUR Player Advisory Council and PGA TOUR Champions Player Directors (cover memo with press release)
- 10:25 a.m. Players – all Tours (player memo with press release + includes Tuesday Player Meeting info)
 Policy Board/Player Directors (cover memo with press release)
 Employees (modified player memo with press release + includes all-hands meeting info)
 Tournaments & Titles (modified player memo with press release)
 OMP (modified player memo with press release)
 Media Partners (modified player memo with press release)
- 10:30 a.m. Press release distribution via PGA TOUR, DP World Tour, PIF

PGAT-PSI-000288

CNBC interview airs

Supporting Statements from Roger Goodell, Fred Ridley, Stefano Domenicali

- Time TBD Jay departs to Toronto/RBC Canadian Open
- 4 p.m. Player meeting at RBC Canadian Open (in-person with Jay)
- 5-6 p.m. Select, golf-related media interviews for Jay (from RBC Canadian Open)
Potential for Keith to join virtually

Thursday, June 7

- Time TBD All-hands PGA TOUR employee meeting (in-person with Jay)

Appendix 13

From: Herlihy, Edward D. [REDACTED]
Sent: 5/24/2023 6:19:58 PM
To: Klein, Michael S. [REDACTED]
CC: Dunne III, Jimmy [REDACTED]
Subject: Side Letter [EXTERNAL]
Attachments: Side Letter.DOCX

Michael,

Attached is a one sentence side letter that we would propose be executed between all the parties at the same time as the Framework Agreement. The operative sentence is below:

"In connection with the execution of the Framework Agreement, the Parties hereby agree that the services provided by Greg Norman and Performance54 to LIV will cease upon the management transition to the PGA TOUR contemplated by the Framework Agreement and in any event by no later than one month thereafter."

This is what Moahamed and I discussed.

Best,
Ed

=====
Please be advised that this transmittal may be a confidential attorney-client communication or may otherwise be privileged or confidential. If you are not the intended recipient, please do not read, copy or re-transmit this communication. If you have received this communication in error, please notify us by e-mail [REDACTED] or by telephone [REDACTED] and delete this message and any attachments.

Thank you in advance for your cooperation and assistance.
=====

CONFIDENTIAL

May [], 2023

PGA TOUR, Inc.
112 PGA Tour Blvd.
Ponte Vedra Beach, FL 32082
Attention: Jay Monahan, Commissioner

DP World Tour
Wentworth Drive
Virginia Water
Surrey, GU25 4LX
Attention: Keith Pelley
Chief Executive

Re: Side Letter to Framework Agreement

Reference is made to the Framework Agreement (the "**Framework Agreement**") dated as of the date hereof, by and among the PUBLIC INVESTMENT FUND OF THE KINGDOM OF SAUDI ARABIA ("**PIF**"), PGA TOUR, INC. ("**PGA TOUR**"), and DP WORLD TOUR ("**DP World Tour**") and collectively with the PGA TOUR and PIF, the "**Parties**").

In connection with the execution of the Framework Agreement, the Parties hereby agree that the services provided by Greg Norman and Performance54 to LIV will cease upon the management transition to the PGA TOUR contemplated by the Framework Agreement and in any event by no later than one month thereafter.

Please indicate your understanding and agreement with the foregoing by signing a copy of this letter agreement where indicated below.

Sincerely,

**PUBLIC INVESTMENT FUND OF THE
KINGDOM OF SAUDI ARABIA**

By: _____
Name: His Excellency Yasir Al-Rumayyan
Title: Governor

Acknowledged and agreed,

PGA TOUR, INC.

By: _____
Name: Jay Monahan
Title: Commissioner

DP WORLD TOUR

By: _____
Name: Keith Pelley
Title: Chief Executive

Appendix 14

Chat with "Ron Price" <[REDACTED]> on May 24, 2023
Jay Monahan <[REDACTED]>
Ron Price <[REDACTED]>
Earliest item: 2023-05-24 18:17:38
Latest item: 2023-05-24 20:47:16

Wednesday 24 May 2023

Instant Message : Native Messages
From Ron Price <[REDACTED]> 18:17:38
After reading the side letter language again, I think the "no later than one month thereafter" applies to when we assume management responsibilities for LIV versus one month after execution of the Framework Agreement.

Instant Message : Native Messages
From Jay Monahan <[REDACTED]> 18:22:05
And it should be one month after the framework agreement, correct?

Instant Message : Native Messages
From Ron Price <[REDACTED]> 18:28:39
That would be better if they will go for it.

Instant Message : Native Messages
From Ron Price <[REDACTED]> 18:43:50
I have reviewed the agreement and ready to talk whenever you are.

Instant Message : Native Messages
From Jay Monahan <[REDACTED]> 19:57:49
You guys getting close to sending that email?

Instant Message : Native Messages
From Ron Price <[REDACTED]> 20:26:36
Lance sending our suggested changes to Jake's document now.

Instant Message : Native Messages
From Jay Monehan <[REDACTED]> 20:41:04
Thank you. On how. Will recirculate another draft so stay up.

Instant Message : Native Messages
From Ron Price <[REDACTED]> 20:47:16
Will do.

End Thread

Thread Statistics
Instant Message Count
8

Appendix 15

From: Ron Price [REDACTED]
Sent: 6/4/2023 7:27:50 PM
To: Jay Monahan [REDACTED]
CC: John Wolf [REDACTED]
Subject: Talking Points
Attachments: Talking Points Policy Board Phone Call.docx; Jay Monahan Talking Points - OOC - ELT.docx

Attached are the talking points for the call with the Policy Board.

As you will note, the Policy Board talking points includes modifications (as compared to the OOC/ELT talking points) to take into consideration the different audiences.

I also added additional information to the Policy Board talking points beyond what I included in the OOC/ELT talking points.

Additionally, I have attached an updated version of the OOC/ELT talking points to reflect that the DP World Tour will also be contributing their commercial businesses and rights to the new For-Profit entity.

Please let me know if you have any questions or if you want to make any changes to the talking points.

Ron

Ron Price
Chief Operating Officer

PGA TOUR
1 PGA TOUR Blvd.
Ponte Vedra Beach, FL 32082
Office: [REDACTED]
Mobile: [REDACTED]
Assistant: [REDACTED]

Jay Monahan Talking Points
Policy Board Phone Call

- I want to make you aware that we will be announcing tomorrow that the PGA TOUR is leading the formation of a new commercial entity to unify golf, which will result in the end of the disruption and distraction that has divided the men's professional game for the better part of three years.
- In that regard, we have reached a Framework Agreement with the Public Investment Fund of the Kingdom of Saudi Arabia (PIF) under which they will be contributing their golf-related commercial businesses and rights (including LIV Golf and their investment in the Asian Tour), along with a significant financial investment, in exchange for minority equity ownership in a new, For-Profit LLC, which we plan to form.
- The PGA TOUR will also transfer its commercial businesses and rights to the new entity in exchange for majority ownership.
- Additionally, the DP World Tour will also transfer its commercial businesses and rights to the new entity for an equity stake. (Note, we expect the DP World Tour to receive a minimum equity stake as the value of their commercial businesses and rights will most likely be relatively small after taking into consideration the prize money obligations to their players. Any equity stake received by the DP World Tour would be owned by the PGA TOUR upon consolidation of the DP World Tour.)
- The new entity will be controlled and managed by the PGA TOUR as majority equity owner.
- PGA TOUR Inc. will remain in place as a 501(c)(6) tax exempt organization and will retain administrative oversight over all Tours operated under the PGA TOUR umbrella including administration of the rules, as well as other "inside the ropes responsibilities". Additionally, non-operational assets such as the player retirement plans and operating reserves will remain at the PGA TOUR, Inc. level.
- Upon execution of a Definitive Agreement, which will be subject to Policy Board approval, His Excellency Yasir Al-Rumayyan will join the Policy Board of the PGA TOUR which will be the parent company of the new For-Profit entity. (Note, the Player Directors may have a question regarding whether this will result in six Independent Directors or whether Yasir would replace one of the existing Independent Directors).
- The PGA TOUR will continue to control the appointment of all other seats on the Policy Board (other than the PGAA seat) and Ed will continue to serve as Chairman and I will continue to serve as Commissioner.
- Within the new, For-Profit entity – which is a subsidiary of the PGA TOUR – I will serve as Chief Executive Officer, with Al-Rumayyan serving as the Chairman of the subsidiary's Board of Directors. The PGA TOUR will hold the majority of the Board seats for the new For-Profit subsidiary which will be allocated based upon equity ownership. The Board of the new For-Profit subsidiary will have an Executive Committee comprised of Ed, Jimmy, Yasir, and me.
- There are many details to work through as we develop a Definitive Agreement, but I will note the following items.
- Notably, the Framework Agreement brings about an end to all pending litigation (with prejudice) between the participating entities and prohibits any further recruitment of PGA TOUR, DP World Tour or LIV Golf members.
- Upon execution of the Definitive Agreement, the PGA TOUR becomes the manager for all of the new entity's golf-related commercial businesses and investments, which includes LIV Golf, the Asian Tour and the DP World Tour. (Note, may require consolidation for the PGA TOUR to become the manager of DP World Tour Competitions.)

- We will conduct a comprehensive evaluation of LIV Golf and determine how best to integrate team golf into the professional game. The 2023 LIV Golf schedule will continue as planned.
- PIF will be required to fund the operating losses of the LIV Tour as long as that Tour is in operation.
- Greg Norman will be reassigned to an advisory role determined by PIF when the PGA TOUR becomes the manager of the LIV Tour.
- LIV players who wish to re-apply for membership with the PGA TOUR (or the DP World Tour) will be subject to a fair, objective disciplinary process. This is a complicated endeavor and one that will be guided by established PGA TOUR rules and regulations.
- In addition to the investment PIF is making to become a minority owner of the new entity, PIF will also make an additional investment in the new entity that will allow us to build an even stronger and more robust commercial business, including funding targeted M&A activity. (eg; Ryder Cup, PGA Championship, Marriott at Sawgrass, etc.).
- Additionally, PIF will make a financial investment to become a premier corporate sponsor of the PGA TOUR (and DP World Tour and other international tours)
- PIF also is committed to significant financial support toward PGA TOUR-directed causes that positively impact the game on a global basis.
- Through this transformational agreement and with PIF's collaborative investment, the immeasurable strength of the PGA TOUR's history, legacy and pro-competitive model not only remains intact, but is supercharged for the future.
- Our game, our players and our fans will no doubt benefit from this agreement for years to come.
- While there is still much work left to do to get us from a Framework Agreement to a Definitive Agreement, one thing that is very clear is that this agreement turns a very fierce competitor (they were prepared to invest an additional \$5B in LIV) into an ally and partner that puts us in a position to control professional golf on a global basis for the benefit of our players and fans.
- Additionally, this was the right time for us to enter into discussions with PIF, as we could not have achieved these results last year or prior to that.
- Ed Herlihy and Jimmy Dunne worked tirelessly side by side with me to secure this agreement and securing this agreement would not have been possible without their enormous efforts! (Jay, you may want to add more flavor here on the London, Venice, and San Francisco meetings and discussions.)
- Our focus immediately moving forward is addressing the work that needs to be completed to reach a Definitive Agreement.
- A key component of that work is a valuation of the PGA TOUR by Allen & Co. which is well underway. We will also need to complete a valuation of LIV (value expected to be negligible when netted against player liabilities) and a valuation of the DP World Tour.
- The work that needs to be completed to retain our tax status is also well underway.

- Jake Kling, one of Ed Herlihy's partners at WLRK who worked closely with us on the Framework Agreement, will prepare initial drafts of the Definitive Agreement working closely with a team lead by Ron and Len.
- This is an exciting development in the history of the PGA TOUR and I am very proud of all that we have accomplished with your support and will accomplish moving forward.

-Jay

Jay Monahan Talking Points
OOC/ELT

- I want to make you aware that we will be announcing later today that the PGA TOUR is leading the formation of a new commercial entity to unify golf, which will result in the end of the disruption and distraction that has divided the men's professional game for the better part of three years.
- In that regard, we have reached a Framework Agreement with the Public Investment Fund of the Kingdom of Saudi Arabia (PIF) under which they will be contributing their golf-related commercial businesses and rights (including LIV Golf and their investment in the Asian Tour), along with a significant financial investment, in exchange for minority equity ownership in a new, For-Profit LLC, which we plan to form.
- The PGA TOUR will also transfer its commercial businesses and rights to the new entity in exchange for majority ownership.
- Additionally, the DP World Tour will also transfer its commercial businesses and rights to the new entity for an equity stake. (Note, we expect the DP World Tour to receive a minimum equity stake as the value of their commercial businesses and rights will most likely be relatively small after taking into consideration the prize money obligations to their players. Any equity stake received by the DP World Tour would be owned by the PGA TOUR upon consolidation of the DP World Tour.)
- The new entity will be controlled and managed by the PGA TOUR as majority equity owner.
- PGA TOUR Inc. will remain in place as a 501(c)(6) tax exempt organization and will retain administrative oversight over all Tours operated under the PGA TOUR umbrella including administration of the rules, as well as other "inside the ropes responsibilities".
- Upon execution of a definitive agreement, His Excellency Yasir Al-Rumayyan will join the Policy Board of the PGA TOUR (the parent company)
- I will continue to serve as Commissioner of the PGA TOUR, and Ed Herlihy will continue to serve as PGA TOUR Policy Board Chairman.
- Within the new, for-profit entity – which is a subsidiary of the PGA TOUR – I will serve as Chief Executive Officer, with Al-Rumayyan as the Chairman of the Board of Directors; Ed Herlihy and PGA TOUR Policy Board member Jimmy Dunne will join us as members of the Board's Executive Committee. The PGA TOUR will hold the majority of the Board seats for the new entity which will be allocated based upon equity ownership.
- There are many details to work through as we develop a definitive agreement, which will ultimately require PGA TOUR Policy Board approval, but I will note the following items.
- Notably, today's announcement brings about an end to all pending litigation between the participating entities and prohibits any further recruitment of PGA TOUR, DP World Tour or LIV Golf members.
- Upon execution of the definitive agreement, the PGA TOUR becomes the manager for all of the new entity's golf-related commercial businesses and investments, which includes LIV Golf, the Asian Tour and the DP World Tour. (Note, may require consolidation for the PGA TOUR to become the manager of DP World Tour Competitions).

- We will conduct a comprehensive evaluation of LIV Golf and determine how best to integrate team golf into the professional game. The 2023 LIV Golf schedule will continue as planned.
- LIV players who wish to re-apply for membership with the PGA TOUR (or the DP World Tour) will be subject to a fair, objective disciplinary process. This is a complicated endeavor and one that will be guided by established PGA TOUR rules and regulations.
- In addition to the investment PIF is making to become a minority owner of the new entity, PIF will also make an additional investment in the new entity that will allow us to build an even stronger and more robust commercial business, including funding targeted M&A activity.
- Additionally, PIF will make a financial investment to become a premier corporate sponsor of the PGA TOUR (and DP World Tour and other international tours)
- PIF also is committed to significant financial support toward PGA TOUR-directed causes that positively impact the game on a global basis.
- There is much work to do to get us from a Framework Agreement to a Definitive Agreement, but one thing is obvious: our former competitor, and now our partner, sees the value in what we have and will always offer to our fans.
- Through this transformational agreement and with PIF's collaborative investment, the immeasurable strength of the PGA TOUR's history, legacy and pro-competitive model not only remains intact, but is supercharged for the future.
- Our game, our players and our fans will no doubt benefit from this agreement for years to come.
- Two of our world class Board Members, Ed Herlihy and Jimmy Dunne worked tirelessly side by side with me to secure this agreement. We are very fortunate to have these two individuals on our Board!
- We will be talking a lot more in the coming days about the work that needs to be completed to reach a Definitive Agreement, but a key component of that work is a valuation of the PGA TOUR by Allen & Co. which is well underway.
- The work that needs to be completed to retain our tax status is also well underway.
- Jake Kling, one of Ed Herlihy's partners at WLRK who worked closely with us on the Framework Agreement, will prepare initial drafts of the Definitive Agreement working closely with a team lead by Ron and Len.
- This is an exciting day in the history of the PGA TOUR and I am very proud of all that we have accomplished working together and will accomplish moving forward.

-Jay

Appendix 16

From: Herlihy, Edward D. [REDACTED]
Sent: Monday, May 15, 2023 12:12 PM
To: Dunne, James J., III (Piper Sandler Companies) [REDACTED]
Subject: RE: RE:

Definitely. Meant to say both of us.

From: Dunne III, Jimmy [REDACTED]
Sent: Monday, May 15, 2023 11:37 AM
To: Herlihy, Edward D. [REDACTED]
Subject: RE:

****External Email-Use Caution****

You and me

From: Herlihy, Edward D. [REDACTED]
Sent: Monday, May 15, 2023 10:47 AM
To: Dunne III, Jimmy [REDACTED]
Subject: [EXTERNAL]

Jimmy,

I raised the idea with Jay of you overseeing LIV going forward. He really liked it.

Ed

=====
Please be advised that this transmittal may be a confidential attorney-client communication or may otherwise be privileged or confidential. If you are not the intended recipient, please do not read, copy or re-transmit this communication. If you have received this communication in error, please notify us by e-mail ([REDACTED]) or by telephone (call us collect at [REDACTED]) and delete this message and any attachments.

Thank you in advance for your cooperation and assistance.
=====

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Appendix 17

From: Dunne III, Jimmy [REDACTED]
Sent: 6/2/2023 7:31:00 AM
To: Michael Klein [REDACTED]
CC: Edward Herlihy [REDACTED]; Jay Monahan [REDACTED]; H.E. Yasir Al-Rumayyan [REDACTED]; Virginia Correll [REDACTED]
Subject: Re: Speaking for myself

This Message Is From an External Sender

This message came from outside your organization.

We are a good team together thank you mike--let's just make sure we get it RIGHT 🎵🎵🎵🎵🎵

From: "Michael Klein" <[REDACTED]>
Date: Friday, June 2, 2023 at 7:28:29 AM
To: "Dunne III, Jimmy" <[REDACTED]>
Cc: "Edward Herlihy" <[REDACTED]>, "Jay Monahan" <[REDACTED]>, "H.E. Yasir Al-Rumayyan" <[REDACTED]>, "Virginia Correll" <[REDACTED]>
Subject: Re: Speaking for myself [EXTERNAL]

Jimmy,

Thanks. The announcement is too big to wait till the definitive. If we don't put the messages out others will fill in.

Ed and I discussed this yesterday.

The press teams feel strongly we need to set the narrative of a true relationship and not to reluctant combatants settling litigation.

I am told definitively we can have a brief, softball segment with someone like Becky Quick on CNBC (who handles Buffett.)

The press teams are aligned on this. They are also taking all of the recent lessons from the Boeing Saudi announcements which went extremely well in DC, Nationally and internationally.

The worst thing we can do is have naysayers lead the chorus.

Jimmy I am free to speak whenever

Thanks

Michael

Michael Klein
M. Klein and Company

Churchill Capital
640 Fifth Avenue
New York, NY 10019

(O) [REDACTED]
(C) [REDACTED]
(M) [REDACTED]

On Jun 2, 2023, at 07:22, Dunne III, Jimmy <[REDACTED]> wrote:

==EXTERNAL==

We are totally focused on the right press release. My thoughts alone would be for his excellency and the commissioner to appear once the definitive is signed. Obviously there's a lot that has to be worked through and both sides are committed to doing it. People will want answers to everything which we don't have and couldn't possibly have I don't like the idea of Yasir and Jay being put in a position of been asked questions that neither could possibly know the answer to yet--a savvy media person which I'm not would have a view of this--after being away from the deal for a day or two, I feel more committed than ever about what we are said to do

From: "Michael Klein" <[REDACTED]>
Date: Friday, June 2, 2023 at 7:11:38 AM
To: "Edward Herlihy" <[REDACTED]>, "Dunne III, Jimmy" <[REDACTED]>, "Jay Monahan" <[REDACTED]>, "H.E. Yasir Al-Rumayyan" <[REDACTED]>
Cc: "Virginia Correll" <[REDACTED]>
Subject: [EXTERNAL]

Jay, Jimmy and Ed,

Is there a time in the next 3/4 hours that you can have a brief call with HE to synchronize mondays announcements.

We want to ensure we are aligned on the call strategies (press/ Government.)I believe the teams are working together well on a release.

Our team feels that we can and must have a very impactful, brief, joint virtual appearance for Jay and HE with one select TV report Monday am to set the narrative cleanly.

Does 930 or 10 am today work for you?

Many thanks

Michael

Michael Klein
M. Klein and Company

Churchill Capital
640 Fifth Avenue
New York, NY 10019

(O [REDACTED])
(C [REDACTED])
(M [REDACTED])

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Appendix 18

From: Ron Price [REDACTED]
Sent: 5/28/2023 11:44:01 AM
To: Allison Keller [REDACTED]
Subject: Fwd: Follow Up Thoughts

FYI

Ron Price
Chief Operating Officer
PGA TOUR
[REDACTED]

Begin forwarded message:

From: Ron Price [REDACTED]
Date: May 28, 2023 at 9:14:42 AM EDT
To: Jay Monahan [REDACTED]
Subject: Follow Up Thoughts

Jay,

As a follow up to our discussion last night, reflected below are some thoughts on how to mitigate the concerns expressed by Y.

Concern #1. Given that you will serve as both Commissioner of the PGA TOUR (the regulatory body to which the player members belong) and CEO of NewCo (the commercial body which operates and monetizes the business opportunities), PIF sees potential conflicts of interest in the same individual fulfilling both roles. Further, as a non-controlling minority investor in NewCo, PIF is concerned it can adequately protect its substantial investment given the potential conflicts of interest.

1. Your current roles and responsibilities have you overseeing both the regulatory items and commercial operations of the PGA TOUR; hence, it is not a new role for you (and is consistent with the role of the Commissioner since our inception in 1968).
2. Additionally, you have been able to manage any conflicts that arise between the two roles and keep the interests of the regulatory body and commercial operations aligned while significantly growing the revenues of the PGA Tour.
3. The sole reason we are separating the regulatory and commercial bodies is to accommodate the PIF investment. Legally, we cannot issue equity through the PGA TOUR given our non-stock and 501(c)(6) status; hence, the formation of a commercial subsidiary capable of issuing equity to PIF. We are making this delineation solely for PIF.
4. As we craft the Definitive Agreements, we will define the relationship between the regulatory and commercial bodies. These "rules of the road" will be mutually agreed by PGA TOUR and PIF and will help further clarify their respective roles and reduce potential conflicts of interest.
5. We already agreed this will include customary minority protections and governance terms, including veto/consent rights. These governance rights provide important "checks and balances" to the minority PIF ownership position.

6. Importantly, the economic interests in NewCo will be well aligned. PGA TOUR and PIF will both be common equity owners in NewCo. Further, we agreed that NewCo Board composition will reflect ownership percentage and all Board designees will be mutually agreed by PGA TOUR and PIF. Y's seat on the Executive Committee of NewCo's Board will also provide PIF with strong influence over NewCo's governance process.

7. As common equity owners of NewCo, it will be important to both the PGA TOUR and PIF that we continue to grow player earnings in order to retain top talent and attract new talent while growing our commercial business at a faster pace to generate a return for the common equity owners.

Concern #2. NewCo's Board, acting upon your recommendation, will determine the future of LIV Golf. LIV Golf is important to PIF, but PIF, as a minority owner, has no decision-making authority (via veto or consent rights) with respect to LIV's future.

1. We have agreed to several items that will ensure LIV receives a fair evaluation and LIV's innovative execution of the team golf concept will be given full consideration. Specifically:

1. We agreed to a Transition Committee consisting of an equal number of PGA TOUR and PIF representatives to coordinate and manage communications between PIF, LIV, and the PGA TOUR.

2. We agreed to a full and objective empirical data-driven evaluation of LIV and its prospects and potential (this process could include an analysis by an independent third party such as BCG).

3. We agreed to a good faith assessment of the benefits of team golf in general.

4. We agreed to work together in an effort to determine how to best integrate team golf into PGA TOUR and DP World Tour events going forward.

5. We will be the majority owners of LIV through equity ownership in NewCo and as a result we will be incentivized to capitalize on any commercial opportunities for team golf moving forward.

6. While the final decision related to the future of LIV and team golf will be made by NewCo's Board, that decision will most likely be made by the Executive Committee of that Board where PIF has a strong influence.

2. The most fundamental principle of our Framework Agreement is that we are stronger together under one umbrella. Further, we discussed the substantial commercial opportunities related to organic growth, a redesigned schedule/product, and targeted M&A. As we craft the Definitive Agreements that make us one entity, we must challenge ourselves to think holistically on how to drive maximum strategic and financial value to the enterprise. Done right, it will be less about how the PGA TOUR, DP World Tour, and LIV Golf operate today and more about how we can combine our collective assets into the optimal schedule/product and commercial model of the future.

Please let me know if you have any questions.

Thanks,

Ron

Ron Price
Chief Operating Officer

PGA TOUR
1 PGA TOUR Blvd.

Ponte Vedra Beach, FL 32082

[REDACTED]
ASSISTANT [REDACTED]

Appendix 19

From: Lance Stover [REDACTED]
Sent: 6/5/2023 12:52:24 PM
To: Jay Monahan [REDACTED]
CC: Ron Price [REDACTED]
Subject: Follow Up Research...

Jay – In follow up to your request, here’s a recap of what we know specific to PIF’s investments with global companies and financial institutions.

SUMMARY

Part 1. International Investments. PIF has historically disclosed very limited information about their international (i.e., outside of KSA) investments. They state they allocate ~30% of their assets under management (AUM) to such investments.

Below is the verbatim description from their website coupled some high-level background on less familiar names. (See International Investments in the DETAIL section below for more.)

<https://www.pif.gov.sa/en/Pages/OurInvestments-Global.aspx>

International investment pools include investments that are outside the Kingdom and MENA region. PIF has built deep connections with top-tier international investors and partners, asset managers, investment banks, and international brokerage firms to become one of the world’s largest investment institutions. Geographically, PIF has expanded its investments in North America, Europe, Asia, Latin America, and Africa. PIF is diversifying investments in healthcare, technology, real estate, infrastructure, consumer services, transportation and other strategic sectors. This list [of disclosed PIF investments] does not necessarily represent the current PIF portfolio and investments.

Disclosed PIF investments include: AccorInvest Group (\$4.5bn revenue European hotel owner/operator), Babylon Health (\$300mm revenue UK-based, digital-first, primary health care), Blackstone, Brazil Investment Program, French Private Equity Investment, Jio Platforms (\$14bn revenue Indian technology/telecommunications), Lucid Motors, Magic Leap, Russian Direct Investment Fund, Reliance Retail (\$33bn revenue Indian retailer), Softbank Group, and Uber Technologies.

Part 2. Public Equities. With PIF being a financial entity responsible for managing in excess of \$100M, PIF is required to report its public equity holdings on a quarterly basis to the SEC. As of 3/31/2023, PIF held \$35.5bn of public equities. The individual positions were most highly concentrated in electric cars (via \$8.9bn in Lucid Motors) and video games / e-sports (i.e., \$3.2bn in Activision, \$3.0bn in EA, and \$1.3bn in Take Two). (See Public Equities Investment table in the DETAIL section below for more.)

Part 3. PE/VC Funds. PIF revealed 3 months ago investments in ~80 PE/VC funds that focus on venture & growth, buyout, and real estate strategies. The disclosure was done through Sanabil Investments, a small part of PIF that commits ~\$2 billion annually. (Recall that PIF manages ~\$650bn AUM in total.) The disclosure appeared to be a marketing play by PIF to further establish they are sizable and respected financial player in the global private markets. The listing of PE/VC funds represents a “who’s who” list; albeit, ~\$2 billion in aggregate is very small money to them. The listing includes many with PE/VC firms with ties to golf and/or sport – illustratively, Apollo (ClubCorp), Brookfield (Marriott Sawgrass), CVC (Formula One, WTA), Silver Lake (Endeavor), and Leonard Green (Troon). (See PE/VC Funds article in the DETAIL section below for more.)

Let me know if you need anything more,

Lance

DETAIL

Part 1. International Investments.

The Saudi Vision 2030 plan states that PIF increased the volume of its international investments to constitute 30% of AUM (compared to 5% in 2017) and diversified its investments across various asset classes and sectors. PIF investments are across North America, Europe, Asia, Latin America, and Africa. Public information related to certain larger investments include:

- SoftBank Vision Fund – PIF is the **major investor** in SoftBank Vision Fund, the largest technology-focused investment fund after committing \$45 billion. Since its inception, the SoftBank Vision Fund invested and continues to invest across many technology sectors such as Internet of Things (IoT), Artificial Intelligence, Healthtech and Fintech.
- Blackstone US Infrastructure Investment Program – PIF has committed **up to \$20 billion** to the “Blackstone Infrastructure Fund Program”, one of the largest dedicated infrastructure fund program in the world, which mainly aims to modernize US infrastructure at scale.
- Russian Direct Investment Fund – PIF and the Russian Direct Investment Fund concluded a series of agreements for investments of **up to \$10 billion** in June 2015 in joint projects between the Kingdom of Saudi Arabia and Russia. PIF invested nearly \$2 billion in diverse sectors including infrastructure, manufacturing, logistics and retail sectors.
- Brazil Investment Fund – In October 2019, PIF announced its intention to invest **up to \$10 billion** in the Federative Republic of Brazil. PIF is currently building relationships to help execute this program in accordance with PIF’s goals and strategy. To date, PIF has committed to two funds in private equity and infrastructure.
- French Private Equity Investment – A memorandum of understanding was signed with AFIC in June 2015, to invest **\$2 billion** with French asset managers, whereby PIF, until the end of 2020, committed in eight funds for private equity, credit, and infrastructure.
- Jio Platforms – JIO is a leading telecommunication and digital services platform in India. PIF has invested **~\$1.5 billion** to acquire a ~2.32% equity share in the company.
- Reliance Retail – Reliance Retail is the largest physical retailer in India. PIF has invested **~\$1.3 billion** to acquire a ~2.04% equity share in the company.
- AccorInvest – PIF joined forces with a group of investors to acquire a 55% stake in the French company in 2018. AccorInvest is both owner and operator of hundreds of hotels worldwide largely focused in Europe.

Part 2. Public Equities (as of 3/31/2023)

#	Symbol / Name	Value (\$MM)	Portfolio (%)
1	LCID / Lucid Group Inc	8,916	25.1
2	ATVI / Activision Blizzard Inc	3,245	9.1
3	EA / Electronic Arts, Inc.	2,968	8.4
4	UBER / Uber Technologies Inc	2,309	6.5
5	XLU / S&P 500 Active Trust - Utilities Select Sector SPDR ETF	2,233	6.3
6	TTWO / Take-Two Interactive Software, Inc.	1,362	3.8
7	LYV / Live Nation Entertainment Inc	880	2.5
8	APD / Air Products & Chemicals Inc.	776	2.2
9	META / Meta Platforms Inc - Class A	691	1.9
10	SBUX / Starbucks Corp.	657	1.9
11	PYPL / PayPal Holdings Inc	569	1.6
12	BKNG / Booking Holdings Inc	566	1.6
13	MSFT / Microsoft Corporation	532	1.5
14	CRM / Salesforce Inc	529	1.5
15	FCX / Freeport-McMoRan Inc	528	1.5
16	CCL / Carnival Corp. (Paired Stock)	516	1.5
17	COST / Costco Wholesale Corp	515	1.5
18	JPM / JPMorgan Chase & Co.	502	1.4
19	BLK / Blackrock Inc.	496	1.4
20	NEE / NextEra Energy Inc	491	1.4
21	HD / Home Depot, Inc.	485	1.4
22	AMD / Advanced Micro Devices Inc.	461	1.3
23	ADBE / Adobe Inc	442	1.2
24	GOOGL / Alphabet Inc - Class A	442	1.2
25	CMI / Cummins Inc.	430	1.2
26	LIN / Linde Plc.	430	1.2
27	AMZN / Amazon.com Inc.	420	1.2
28	AMT / American Tower Corp.	387	1.1
29	ZM / Zoom Video Communications Inc - Class A	347	1.0
30	ADP / Automatic Data Processing Inc.	330	0.9
31	DDOG / Datadog Inc - Class A	327	0.9
32	FDX / Fedex Corp	258	0.7
33	V / Visa Inc - Class A	215	0.6
34	AVY / Avery Dennison Corp.	152	0.4
35	WMT / Walmart Inc	117	0.3
36	PINS / Pinterest Inc - Class A	111	0.3
37	BABA / Alibaba Group Holding Ltd - ADR	106	0.3
38	PLD / Prologis Inc	102	0.3
39	NG / Novagold Resources Inc.	100	0.3
40	PDD / PDD Holdings Inc - ADR	89	0.3
41	SE / Sea Ltd - ADR	72	0.2
42	BGENE / BeiGene Ltd - ADR	68	0.2
43	PLUG / Plug Power Inc	66	0.2
44	SHOP / Shopify Inc - Class A	60	0.2
45	MPLN / MultiPlan Corp - Class A	54	0.2
46	CPNG / Coupang Inc - Class A	46	0.1
47	BLDP / Ballard Power Systems Inc.	39	0.1
48	SSU / SIGNA Sports United N.V.	23	0.1
49	BE / Bloom Energy Corp - Class A	21	0.1
50	BBLN / Babylon Holdings Limited - Class A	15	0.0
	Total	35,516	100.0

Part 3. PE/VC Funds***Saudi Arabia's PIF reveals VC ties as influence grows***

<https://pitchbook.com/news/articles/Sanabil-Saudi-Arabia-PIF-disclosures>
PitchBook April 4, 2023

The venture arm of PIF, Saudi Arabia's \$650 billion sovereign wealth fund, has ramped up its dealmaking in recent years, but the extent of its influence in Silicon Valley was a matter of speculation—until now.

Sanabil Investments, which commits around \$2 billion annually in VC, growth and buyout investments, recently publicized firms to which it has committed, as well as direct investments, on its website. The disclosures, first reported by The Information, reveal a greater scope of participation by PIF's venture arm in US startups and VCs than previously known.

The roster of firms spans dozens of US VC and PE investors, including Andreessen Horowitz, 500 Global, Coatue and KKR. The list of companies that Sanabil has backed includes e-scooter provider Bird, banking startup Varo and Oura, the maker of a wearable health-monitoring device.

The sudden burst of transparency follows a significant increase in startup investments by Sanabil in recent years. Founded in 2009, 22 of the wealth fund's 38 previously known investments took place in 2022, according to PitchBook data.

A majority of the direct investments listed on Sanabil's website did not have a previously known connection to the wealth fund's growth investment arm. Those companies were ActionIQ, Bird, CallSign, EMA, Oura, Varo, Vectra AI, consultancy firm Richard Attias & Associates and VC firm NEA. When contacted by PitchBook, Varo declined to comment, and the others did not respond.

Some investors and founders sought to distance themselves from the Saudi royal family following the 2018 killing of journalist Jamal Khashoggi. Even so, Sanabil, and parent PIF, have increasingly flexed their muscles on the global venture landscape. Some VCs appear to be actively courting them, despite long-standing criticism of Saudi Arabia's human rights record.

In a Miami conference panel Friday, Andreessen Horowitz co-founder and general partner Ben Horowitz reportedly praised Saudi Arabia as a "startup country."

Stefan Heller, co-founder and partner at AlphaQ Venture Capital, said he is hearing of a major increase in commitments across the board by sovereign wealth funds in the Middle East.

"I've met with [the state funds] multiple times and know them quite well," Heller said. "They are very actively committing, especially last year."

A period of record profits for oil and gas producers is likely to bolster the capital available to Middle Eastern sovereign wealth funds at a time when other LPs are grappling with losses. On Monday, OPEC and its allies announced a decision to cut oil production.

PIF governor Yasir Al-Rumayyan aims to grow the fund's assets to \$1 trillion by 2025.

Listing of PIF investments in PE/VC firms (still live at <https://www.sanabil.com/en/our-partners>)

Venture & Growth Funds

- *1984 Ventures*
- *500 Startups*

- *9Yards*
- *Abstract Ventures*
- *Andreessen Horowitz*
- *ARCH Venture Partners*
- *B Capital Group*
- *Blockchain Capital*
- *Coatue*
- *Collaborative Fund*
- *Costanoa Ventures*
- *Craft Ventures*
- *Dragoneer Investment Group*
- *eWTP Arabia Capital*
- *Flagship Pioneering*
- *Founders Fund*
- *G Squared*
- *General Atlantic*
- *Greenoaks Capital Partners*
- *Griffin Gaming Partners*
- *HAUN*
- *HLC*
- *Human Capital*
- *ICONIQ Capital*
- *Insight Partners*
- *JAZZ Venture Partners*
- *JMI Equity*
- *KKR*
- *Legend Capital*
- *March Capital*
- *NORTHZONE*
- *OAKHCF*
- *OrbiMed*
- *Polychain Capital*
- *Race Capital*
- *SEQUOIA*
- *Soma Capital*
- *Stripes*
- *TA Associates*
- *TCV*
- *Techstars*
- *Third Point*
- *Third Point Venture*
- *Tiger Global*
- *Treasury Fund*
- *uncorrelated*
- *Valar Ventures*
- *Valor Equity Partners*
- *Viking Global*
- *Village Global*

Buyout Funds

- *Advent*

- *Affinity*
- *Apax*
- *Apollo*
- *CVC*
- *FSN*
- *H.I.G Capital*
- *Hellman & Friedman*
- *K1 Investment Management*
- *Leonard Green & Partners*
- *Novacap*
- *Platinum Equity*
- *PSG*
- *Silver Lake*
- *TA Associates*
- *Thoma Bravo*
- *Triton*
- *Vista*

Real Estate

- *Angelo Gordon*
- *Blackstone Group*
- *Brookfield Asset*
- *Cortland*
- *EQT Exeter*
- *TPG*

Appendix 20

Date	Author/Reviser	Bates Number
Executed version		PGAT-PSI-000001-000005
5/16	PGA Tour	PGAT-PSI-001310-001314
5/23	PIF	PGAT-PSI-001357-001383
5/23	PGA Tour	PGAT-PSI-001400-001404
5/24	PIF	PGAT-PSI-001408-001412
5/25	PGA Tour	PGAT-PSI-001464-001476
5/29	PIF	PGAT-PSI-001485-001496
5/30	PGA Tour	PGAT-PSI-001512-001523
5/30	PIF	PGAT-PSI-001524-001530

FRAMEWORK AGREEMENT

This Framework Agreement (this "Agreement") is entered into as of the 30th day of May, 2023 (the "Effective Date") by and among the PUBLIC INVESTMENT FUND OF THE KINGDOM OF SAUDI ARABIA ("PIF"), PGA TOUR, INC. ("PGA TOUR"), and DP WORLD TOUR ("DP World Tour") and collectively with the PGA TOUR and PIF, the "Parties").

WHEREAS, the Parties share a common goal of creating a global golf partnership and of growing and promoting the game of golf globally, ending divisions and unifying the game of golf for the benefit of all of their stakeholders, including players, sponsors and fans of the game worldwide;

WHEREAS, the Parties have engaged in constructive discussions in furtherance of their common goal and have determined that it is in their mutual best interest to enter into a long-term strategic partnership on the terms set out in this Agreement with the mutual goal of benefiting all stakeholders and deriving significant mutual strategic and financial value for the Parties; and

WHEREAS, the Parties desire to establish the contours for their long-term strategic partnership to grow, promote and unify the game of golf globally.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows. Except for the matters set forth in Paragraphs 6, 9 and 10 below, which are legally binding effective upon the execution of this Agreement, the following terms are non-binding pending the execution of definitive agreements (the "Definitive Agreements"), which the Parties agree to negotiate in good faith consistent with the terms of this Agreement.

1. PIF-PGA TOUR-DP World Tour Partnership in Global Golf Under One Umbrella. PIF the PGA TOUR and the DP World Tour will establish a partnership in global golf. Pursuant to this partnership, the existing and future commercial investments and assets of PIF, DP World Tour and the PGA TOUR related to the game of golf will be combined under one umbrella NewCo (as defined below), an entity collectively held. The Parties will cooperate in good faith and agree on Definitive Agreements to effectuate this partnership, including a financial investment from PIF as well as agreements to move PIF's and the PGA TOUR's and DP World Tour's existing and future golf-related investments and commercial assets, including LIV Golf Inc. and its group entities ("LIV"), under one roof in an entity controlled by NewCo's board of directors which has majority representation appointed by the PGA TOUR.

To effectuate this partnership, the Parties will establish a for-profit LLC ("NewCo") and i) the PGA TOUR and the DP World Tour will each contribute all of the PGA TOUR's and DP World Tour's commercial businesses/rights (including contracts/agreements and equity interests, but excluding specified non-operational assets such as player retirement plans and corporate reserves into NewCo in exchange for equity ownership of NewCo at a fair value mutually agreed by the parties, and ii) PIF will contribute their golf-related investments and assets, including LIV, to NewCo along with a cash investment, in exchange for the issuance to PIF of an equity ownership interest in NewCo at a fair value mutually agreed by the parties. Following the contribution of assets into NewCo, NewCo shall assume all of the liabilities and obligations of the contributed assets, provided that each Party's contributed businesses will be valued in their totality, taking into account all liabilities, commitments, contributions and obligations made or incurred by the respective prior owners, including in respect of player contracts and other working capital and operating expenses. In addition, the PIF will make a cash investment in NewCo for an incremental ownership in order to fund the growth of NewCo which will include a right of first refusal on capital raised by NewCo, provided that, for the avoidance of doubt, the PGA TOUR

will at all times maintain a controlling voting interest in NewCo and PIF will continue to hold a non-controlling voting interest, notwithstanding any incremental investment by PIF or exercise of its right of first refusal. The PGA TOUR parent organization will retain its current level of regulatory oversight of the game of golf with respect to the assets contributed by the PGA TOUR, where applicable (e.g., sanctioning of events, setting of competition rules, and managing inside the ropes) but will conduct its commercial businesses through NewCo. PIF and the PGA TOUR will cooperate in good faith and agree on the economics, valuation and governance terms for NewCo and PIF's investment in NewCo, which will include customary protections and standard governance terms for a non-controlling voting interest (including veto/consent rights and preemptive rights for PIF in the event of a future capital raise by NewCo and customary drag/tag rights and transfer restrictions). NewCo Board composition shall reflect voting ownership percentage (with all Board designees to be mutually agreed by the PGA TOUR and PIF); His Excellency Yasir Al-Rumayyan shall be designated as Chairman of the board of directors of NewCo; and Commissioner Jay Monahan shall be Chief Executive Officer of NewCo. The NewCo Board will include an Executive Committee comprised of Commissioner Monahan, PGA TOUR Policy Board Chairman Ed Herlihy, PIF Governor His Excellency Yasir Al-Rumayyan, and PGA TOUR Policy Board member Jimmy Dunne. The Parties shall ensure that each is provided reciprocal access to all information reasonably necessary to evaluate and assess their respective contribution to and investment in the NewCo. Except as set forth in Paragraphs 6, 9 and 10 below, a binding agreement with respect to NewCo would result only from the execution and delivery of the Definitive Agreements by the Parties. The Parties will work in good faith to enter into the Definitive Agreements as expeditiously as possible. NewCo will implement a plan to grow the combined commercial businesses and drive financial returns for the shareholders, including through targeted mergers and acquisitions to globalize the sport, redesigning the commercial business to drive greater fan engagement, accelerating certain PGA TOUR growth initiatives already underway and utilizing innovations from LIV. The Parties will ensure that each is provided reciprocal access to all information reasonably necessary to evaluate and assess their respective contribution to and investment in NewCo.

2. **NewCo Will Be the Entity for Professional Golf; PGA TOUR Will Be the Competition Manager for NewCo.** Subject to execution of the Definitive Agreements, (a) NewCo will name PGA TOUR, as competition manager for all of the PGA TOUR's contributed golf-related commercial businesses and investments into NewCo and provide PGA TOUR all information/materials necessary to execute such role, and PIF will provide all working capital/funding required to operate LIV through an investment into NewCo, and b) The PGA TOUR will have full decision making authority with respect to all strategic and operational matters related to competition in respect of its contributed golf-related commercial businesses and investments into NewCo subject to any relevant customary protections and (c) NewCo will cooperate in good faith and agree on fair fees to be paid to the PGA TOUR for its competition management services, following the execution of the Definitive Agreements, and will enter into such documentation reasonably necessary to give effect to this arrangement. For the avoidance of doubt, no management fee will be charged on capital committed by PIF.

3. **Communications Committee.** To help facilitate a smooth business transition, a committee will be established to coordinate and manage communications between PIF, LIV and the PGA TOUR. Such committee will be co-chaired by Chairman of the PGA TOUR Policy Board Ed Herlihy and _____. The remaining members of the committee shall comprise PGA TOUR Policy Board member Jimmy Dunne and _____.

4. **PGA TOUR / DP World Tour and LIV to Co-Exist.** Subject to execution of the Definitive Agreements, (a) NewCo will undertake a full and objective empirical data-driven evaluation of LIV and its prospects and potential and will make a good faith assessment of the benefits of team golf in general, and PIF, the PGA TOUR and the DP World Tour will work together in an effort to

determine how best to integrate team golf into PGA TOUR and DP World Tour events going forward, and NewCo will be provided access to all information requested to facilitate this evaluation and assessment, including operational and financial information regarding all Tours and all other relevant information, so that the NewCo Board, with the recommendation of its Chief Executive Officer Jay Monahan, will determine the ongoing plan and strategy regarding all NewCo operations, which determination, for the avoidance of doubt, will be made by the NewCo Board with a recommendation of its Chief Executive Officer Jay Monahan, and (b) PIF, the PGA TOUR and the DP World Tour will further cooperate in good faith with respect to matters such as events scheduling, marketing and media rights, and (c) the Parties will cooperate in good faith and use best efforts to secure OWGR recognition for LIV events and players under OWGR's criteria for considering LIV's pending application.

5. **Player Status.** Subject to execution of the Definitive Agreements, PIF, the PGA TOUR and the DP World Tour will work cooperatively and in good faith to establish a fair and objective process for any players who desire to re-apply for membership with the PGA TOUR or the DP World Tour following the completion of the 2023 season and for determining fair criteria and terms of re-admission consistent with each Tour's disciplinary policies.

6. **Settlement of Disputes; Non-Solicitation.**

a. **Settlement of Litigation.** Within ten (10) days following due issuance of the Press Release (as defined below) of this Agreement by the Parties (as referenced in Paragraph 9), the Parties will (and will ensure that any of their affiliates (including LIV) and their affiliates' applicable members will) voluntarily dismiss with prejudice any pending litigation, arbitration and similar actions related to the pending disputes among LIV and the PGA TOUR and DP World Tour, including the cases captioned *Jones v. PGA Tour, Inc.*, 5:22-cv-04486 (N.D. Cal) and *In the matter of a reference under the DP World Tour members' general regulations handbook 2022 before a panel appointed under regulation F(ii)(3)(d)*, Case No. SR/165/2022 (Apr. 3, 2023), and will enter into a customary settlement agreement to dismiss such actions with prejudice and mutually release each other for related claims. For the avoidance of doubt, in entering into this Agreement, the PIF and His Excellency Yasir Al-Rumayyan do not waive their sovereign immunity, implicitly or explicitly, and expressly reserve immunity and all jurisdictional defenses, as applicable, in all fora and jurisdictions.

b. **Non-Solicitation.** From the date of this Agreement, subject to Paragraph 10 hereof, PIF, PGA TOUR and DP World Tour each agrees that it will not, and will cause its affiliates (including LIV, but not including for these purposes the Asian Tour or the MENA Tour to the extent PIF does not control these entities) and other representatives on its behalf not to, directly or indirectly, enter into any contract, agreement or understanding with, solicit, or recruit any players who are members of the other's tour or organization to become members of their respective organizations or any other golf league or to participate in golf events hosted by any other golf league, or to terminate their membership with LIV, the PGA TOUR or the DP World Tour, as applicable.

7. **Other Sponsorships and Investments by PIF.** Subject to execution of the Definitive Agreements, (a) PIF or its designee(s) will make a financial investment to become a premier corporate sponsor (i.e., at one of the highest levels of sponsorship offered by the PGA TOUR, DP World Tour and other applicable international tours) of the PGA TOUR, DP World Tour and other international tours, (b) PIF, the PGA TOUR and the DP World Tour will work together collaboratively to identify a high profile event for which PIF or its designee(s) will make a financial investment to serve as title sponsor, (c) PIF, the PGA TOUR and the DP World Tour will also cooperate in good faith and mutually agree on the terms for PIF to make a financial investment to support socially responsible causes that encourage the growth of the game of golf on a global basis, such as Golf Saudi's Let It Fly youth program and The First Tee and (d) the Parties will establish a process to review grants submitted by the

industry and such grants would be awarded under the umbrella of NewCo by a team appointed by the NewCo Board.

8. **PIF Representation on PGA TOUR Policy Board.** In connection with the long-term strategic partnership between PIF and the PGA TOUR, the Definitive Agreements will provide that one representative of PIF to be mutually determined by PIF and the PGA TOUR will be appointed to the PGA TOUR Policy Board (initially to be His Excellency Yasir Al-Rumayyan.

9. **Confidentiality; Press Release.** Each Party agrees that all communications and other materials relating to this Agreement (including the terms of this Agreement) and Definitive Agreements and any other confidential information of any other Party provided hereunder will be kept confidential. Within one week of the execution of this Agreement, the Parties will issue a joint press release with respect to the matters contemplated by this Agreement in a form mutually agreed (the "Press Release"), and will cooperate in good faith with respect to public messaging to be communicated following the announcement. Each Party agrees and covenants that it will not at any time, directly or indirectly, make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the other Party, their affiliates and ultimate beneficial owners or their respective businesses, directors, employees, officers, shareholders, members or advisors.

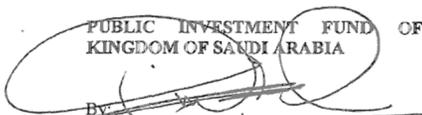
10. **Termination.** Provided the Parties have performed their respective obligations set out in the preceding paragraph 9, this Agreement shall terminate upon the earlier of (i) the entry by the Parties into the Definitive Agreements; and (ii) December 31, 2023 if Parties fail to enter into the Definitive Agreements by such date unless extended by mutual consent of the Parties. Notwithstanding anything to the contrary in this Agreement, upon a termination of this Agreement not resulting in execution of Definitive Agreements, the parties can revert to operating their respective businesses in the state that existed pre-agreement in their discretion.

IN WITNESS WHEREOF, the Parties have executed this Framework Agreement as of the date first written above.

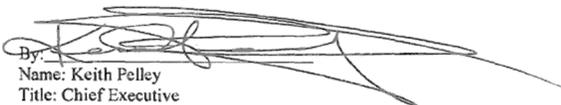
PGA TOUR, INC.

By: 
Name: Jay Monahan
Title: Commissioner

PUBLIC INVESTMENT FUND OF THE
KINGDOM OF SAUDI ARABIA

By: 
Name: His Excellency Yasir Al-Rumayyan
Title: Governor

DP WORLD TOUR

By: 
Name: Keith Pelley
Title: Chief Executive

From: Herlihy, Edward D. [REDACTED]
Sent: 5/16/2023 1:56:09 PM
To: Staveley, Amanda (PCP Capital Partners) [REDACTED]; Brian Gillespie [REDACTED];
Mohannad S. AlBlehed [REDACTED]; 'Mehrdad Ghodoussi' [REDACTED];
[REDACTED]; Klein, Michael S. [REDACTED]
CC: Kling, Jacob A. [REDACTED]; Dunne III, Jimmy [REDACTED];
[REDACTED]; Herlihy, Edward D. [REDACTED]
Subject: Agreement [EXTERNAL]
Attachments: Long-Term Strategic Partnership Agreement.DOCX

Attached is a draft agreement which we believe faithfully adheres to the term sheet and what we agreed in Venice. We thought it would be helpful to forward it now in the interest of expediency. We are always available for any input.

Thanks to all in advance.

Sincerely,
Ed

=====
Please be advised that this transmittal may be a confidential attorney-client communication or may otherwise be privileged or confidential. If you are not the intended recipient, please do not read, copy or re-transmit this communication. If you have received this communication in error, please notify us by e-mail [REDACTED] or by telephone (call us collect at [REDACTED] and delete this message and any attachments.

Thank you in advance for your cooperation and assistance.
=====

LONG-TERM STRATEGIC PARTNERSHIP AGREEMENT

This Long-Term Strategic Partnership Agreement (this "**Agreement**") is entered into as of the [] day of May, 2023 (the "**Effective Date**") by and among the PUBLIC INVESTMENT FUND OF THE KINGDOM OF SAUDI ARABIA ("**PIF**"), PGA TOUR, INC. ("**PGA TOUR**"), and DP WORLD TOUR ("**DP World Tour**") and collectively with the PGA TOUR and PIF, the "**Parties**").

WHEREAS, the Parties share a common goal of growing and promoting the game of golf globally, ending divisions and unifying the game of golf for the benefit of all of their stakeholders, including players and fans of the game worldwide;

WHEREAS, the Parties have engaged in constructive discussions in furtherance of their common goal and have determined that it is in their mutual best interest to enter into a long-term strategic partnership on the terms set out in this Agreement and to take the initiatives set forth below to benefit all stakeholders and derive significant mutual strategic and financial value for the Parties; and

WHEREAS, the Parties desire to establish the contours for their long-term strategic partnership to grow, promote and unify the game of golf globally.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **PIF-PGA TOUR-DP World Tour Partnership in Global Golf Under One Umbrella.** PIF, the PGA TOUR and the DP World Tour hereby agree to establish a partnership in global golf. Pursuant to this partnership, the existing and future commercial investments and assets of PIF, Saudi Aramco and the PGA TOUR related to the game of golf will be combined under one umbrella within the PGA TOUR through an entity collectively held. The Parties will cooperate in good faith and agree on definitive terms and documentation to effectuate this partnership, including a financial investment from PIF as well as agreements to move PIF's, Saudi Aramco's and the PGA TOUR's existing and future golf-related investments and commercial assets, including LIV Golf Inc. ("**LIV**") and PIF's investment in the Asian Tour, under one roof within and controlled by the PGA TOUR.

2. **PGA TOUR Manager for Professional Golf on Behalf of PIF.** Effective immediately following the execution of this Agreement, PIF will name PGA TOUR as manager for all of PIF's golf-related investments, including LIV and the Asian Tour, and provide PGA TOUR any/all requisite information/materials and working capital/funding required to operate LIV. The employees and personnel of LIV will report to the Commissioner of the PGA TOUR in its capacity as manager, and the PGA TOUR, as manager, will have full decision making authority with respect to all strategic and operational matters. PIF and the PGA TOUR will cooperate in good faith and agree on a fair management fee to be paid to the PGA TOUR for its management services, commencing with the remainder of the 2023 season, and will enter into any other documentation reasonably necessary to give effect to this management arrangement. To help facilitate a smooth management transition, a committee chaired by Jimmy Dunne and Ed Herlihy will be established to coordinate and manage communications between LIV and the PGA TOUR with the expectation that the services provided by Greg Norman and Performance54 will cease upon the transition to PGA TOUR.

3. **PGA TOUR and LIV to Co-Exist.** The PGA TOUR as manager will undertake a full and objective evaluation of LIV and its prospects and potential and will make a good faith assessment of the benefits of team golf in general, and PIF, the PGA TOUR and the DP World Tour will work

together in an effort to determine how best to integrate team golf into PGA TOUR and DP World Tour events going forward. PIF will ensure that the PGA TOUR is provided full access to all information requested to facilitate this evaluation and assessment, including operational and financial information regarding LIV and all other information relevant to its managerial duties, so that the PGA TOUR can make a final determination as to the long-term status and viability of LIV (it being agreed that LIV's operations will not be terminated by the PGA TOUR prior to the conclusion of the 2023 season). PIF, the PGA TOUR and the DP World Tour will further cooperate in good faith with respect to matters such as events scheduling, marketing and media rights, with any decisions on these matters related to LIV to be made by the PGA TOUR as manager of LIV.

4. **Player Status.** PIF, the PGA TOUR and the DP World Tour will work cooperatively and in good faith to establish a fair and objective process for any players who desire to re-apply for membership with the PGA TOUR or the DP World Tour following the completion of the 2023 season and for determining fair criteria and terms of re-admission consistent with each Tour's disciplinary policies.

5. **Settlement of Disputes; Non-Solicitation.**

a. **Settlement of Litigation.** Within five (5) days following the execution of this Agreement, the Parties will (and will ensure that any of their affiliates (including LIV) and their affiliates' applicable members will) voluntarily dismiss with prejudice any pending litigation, arbitration and similar actions related to the pending disputes among LIV and the PGA TOUR and DP World Tour, including the cases captioned *Jones v. PGA Tour, Inc.*, 5:22-cv-04486 (N.D. Cal) and *In the matter of a reference under the DP World Tour members' general regulations handbook 2022 before a panel appointed under regulation F(ii)(3)(d)*, Case No. SR/165/2022 (Apr. 3, 2023), and will enter into a customary settlement agreement to dismiss such actions with prejudice and mutually release each other for related claims.

b. **Non-Solicitation.** From and after the date of this Agreement, PIF agrees that it will not, and will cause its affiliates (including LIV) and other representatives on its behalf not to, directly or indirectly, enter into any contract, agreement or understanding with, solicit, or recruit any players who are members of the PGA TOUR or the European Tour to become members of LIV or any other golf league or to participate in golf events hosted by any other golf league, or to terminate their membership with the PGA TOUR or the European Tour, as applicable.

6. **Annual Strategic Review of LIV.** In connection with the evaluation and assessment to be conducted by the PGA TOUR in accordance with Section 3 above, the Parties will undertake an annual strategic review of LIV and the initiatives being pursued by the PGA TOUR in partnership with PIF and the DP World Tour as contemplated by Section 1 above, and senior leadership of the Parties will meet to discuss the outcome of this review.

7. **Other Sponsorships and Investments by PIF and Saudi Aramco.** Saudi Aramco will make a financial investment to become a premier corporate sponsor of the PGA TOUR, DP World Tour and other international tours. PIF, the PGA TOUR and the DP World Tour will work together collaboratively to identify a high profile event for which Saudi Aramco will make a financial investment to serve as title sponsor. PIF, the PGA TOUR and the DP World Tour will also cooperate in good faith and mutually agree on the terms for PIF to make a financial investment to support socially responsible causes that encourage the growth of the game of golf on a global basis, such as Saudi Golf's Let It Fly youth program and The First Tee. The Parties will establish a process to review grants submitted by the industry and such grants would be awarded under the umbrella of this partnership by a team jointly appointed by PIF, the PGA TOUR and the DP World Tour.

8. **PIF Representation on PGA TOUR Policy Board.** In connection with the long-term strategic partnership between PIF and the PGA TOUR, one representative of PIF to be mutually determined by PIF and the PGA TOUR will be appointed to the PGA TOUR Policy Board.

9. **Confidentiality; Press Release.** Each Party agrees that all communications and other materials relating to this Agreement (including the terms of this Agreement) and any other confidential information of any other Party provided hereunder will be kept confidential. The Parties will issue a press release with respect to the matters contemplated by this Agreement in a form mutually agreed, and will cooperate in good faith with respect to public messaging to be communicated following the announcement.

IN WITNESS WHEREOF, the Parties have executed this Long-Term Strategic Partnership Agreement as of the date first written above.

PGA TOUR, INC.

**PUBLIC INVESTMENT FUND OF THE
KINGDOM OF SAUDI ARABIA**

By: _____
Name: Jay Monahan
Title: Commissioner

By: _____
Name: His Excellency Yasir Al-Rumayyan
Title: Governor

DP WORLD TOUR

By: _____
Name: Keith Pelley
Title: Chief Executive

From: Michael Klein [REDACTED]
Sent: 5/23/2023 11:24:59 AM
To: Edward D. Herlihy [REDACTED]; Dunne III, Jimmy [REDACTED]
Subject: Venice TS [EXTERNAL]
Attachments: Project Venice - Framework Agreement_23 May.docx; Project Venice - Framework Agreement_23 May redline vs LTSP.pdf; Project Venice - Framework Agreement_23 May.pdf

FYI

Michael Klein

M. Klein and Company
Churchill Capital Corp
640 Fifth Ave
New York, NY 10019

(O) [REDACTED]

(C) [REDACTED]

(M) [REDACTED]

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FRAMEWORK AGREEMENT

This Framework Agreement (this "**Agreement**") is entered into as of the [] day of May, 2023 (the "**Effective Date**") by and among the PUBLIC INVESTMENT FUND OF THE KINGDOM OF SAUDI ARABIA ("**PIF**"), PGA TOUR, INC. ("**PGA TOUR**"), and DP WORLD TOUR ("**DP World Tour**" and collectively with the PGA TOUR and PIF, the "**Parties**").¹

WHEREAS, the Parties share a common goal of creating a global golf partnership and of growing and promoting the game of golf globally, ending divisions and unifying the game of golf for the benefit of all of their stakeholders, including players, sponsors and fans of the game worldwide;

WHEREAS, the Parties have engaged in constructive discussions in furtherance of their common goal of a global partnership, including the co-existence of LIV (as defined below), the DP World Tour and The PGA Tour and have determined that it is in their mutual best interest to enter into good faith discussions to negotiate and agree the Definitive Agreements (as defined below) for a long-term strategic partnership on the terms set out in this Agreement with the mutual goal of benefiting all stakeholders and deriving significant mutual strategic and financial value for the Parties; and

WHEREAS, the Parties desire to establish the contours for their long-term strategic partnership to grow, promote and unify the game of golf globally.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **PIF-PGA TOUR-DP World Tour Partnership in Global Golf Under One Umbrella.** The Parties will negotiate in good faith regarding definitive agreements (the "**Definitive Agreements**") that would establish a partnership (the "**Partnership**") in global golf whereby the existing and future commercial investments and assets of PIF, the PGA TOUR and the DP World Tour related to the game of golf would be combined under one umbrella through the Partnership. The Definitive Agreements would include the matters, and conform to the structure, each as set forth in this Agreement, including on Schedule A hereto, together with such other terms mutually agreed among the Parties, including provision for mutual decision making and other governance protections for each Party. In addition, the Definitive Agreements would include terms regarding a contribution of assets by the Parties and financial investment by the PIF resulting in PIF owning up to [%] of the Partnership (after taking account PIF's initial equity interest in the Partnership on account of the contribution of its golf-related investments and commercial assets, and valuing PGA Tour and DP World Tour), subject to agreement on valuation, finalization of customary due diligence exercise, etc. Partnership Board composition shall reflect ownership percentage; Chairman of the Board of the Partnership to be appointed by PIF. The Parties shall ensure that each is provided reciprocal access to all information reasonably necessary to evaluate and assess their respective contribution to and investment in the Partnership. Except as set forth in Paragraphs 5 and 9 below, a binding agreement with respect to the Partnership would result only from the execution and delivery of the Definitive Agreements by the Parties. This Agreement shall terminate automatically without any further action of any Party upon the earlier of (i) the entry by the Parties into the Definitive Agreements; and (ii) June [13], 2023 if Parties fail to enter into the Definitive Agreements by such date.

¹ Parties to be confirmed.

2. **PGA TOUR, via Partnership, Event Manager for Professional Golf.** Subject to execution of the Definitive Agreements, (a) PIF would name the PGA TOUR, via the Partnership, as the day-to-day manager of certain event operations on behalf of PIF for PIF's golf-related events, including the entities comprising "LIV Golf" ("LIV"), and to the extent reasonably practicable, the benefit of any agreement between LIV and the Asian Tour related thereto, and provide PGA TOUR all information/materials necessary to execute such role, (b) the non-player employees and personnel of LIV would report to the Partnership and the Partnership will work with its owners, including the PIF, regarding strategic and operational matters, (c) PIF and the PGA TOUR would cooperate in good faith and agree on a fair event management fee that would be paid to the PGA TOUR, via the Partnership for its management services, commencing with the [2024] season, and the parties would enter into other such documentation reasonably necessary to give effect to this management arrangement (such event management fee would provide for incentive fees payable to the Partnership based on LIV financial performance), and (d) to help facilitate a smooth day-to-day management transition, a committee co-chaired by [Jimmy Dunne/Ed Herlihy] and a representative of PIF, and composed of at least one additional representative of each of the PGA TOUR and PIF², would be established to coordinate and manage communications between PIF, LIV and the PGA TOUR.

3. **PGA TOUR / DP World Tour and LIV to Co-Exist.** The Parties share a common goal of the co-existence among the PGA Tour, the DP World Tour and LIV and the development of a successful team format through LIV. Subject to execution of the Definitive Agreements, (a) the Partnership as manager would undertake a full and objective evaluation of LIV and its prospects and potential and would create a business plan for team golf and determine how best to integrate team golf through LIV into PGA TOUR and DP World Tour events going forward and (b) PIF, the PGA TOUR and the DP World Tour would further cooperate in good faith with respect to matters such as events scheduling, marketing and media rights.

4. **Player Status.** The Parties share a common goal of open access for all players to the PGA Tour, the DP World Tour, LIV and marquee events such as the majors, Ryder Cup and the President's Cup, in each case based on mutually agreed merit criteria. Subject to execution of the Definitive Agreements, the PIF, the PGA TOUR and the DP World Tour would work cooperatively and in good faith to establish a fair and objective process for any players who desire to re-apply for membership with a goal of immediate access for eligible players with the PGA TOUR or the DP World Tour and for determining fair merit criteria and terms of re-admission, which shall contain at least the items on schedule B.

5. **Settlement of Disputes; Non-Solicitation.**

a. **Settlement of Litigation.** Within five (5) days following the execution of this Definitive Agreements, the Parties would (and would ensure that any of their affiliates (including in the case of PIF, LIV) and their affiliates' applicable members would) voluntarily dismiss with prejudice any pending litigation, arbitration and similar actions related to the pending disputes among LIV and the PGA TOUR and DP World Tour, including the cases captioned *Jones v. PGA Tour, Inc.*, 5:22-cv-04486 (N.D. Cal) and *In the matter of a reference under the DP World Tour members' general regulations handbook 2022 before a panel appointed under regulation F(ii)(3)(d)*, Case No. SR/165/2022 (Apr. 3, 2023), and would enter into a customary settlement agreement to dismiss such actions with prejudice and mutually release each other for related claims. Any fines announced, issued, levied by, or paid, directly or indirectly, to the PGA TOUR and/or the DP World Tour, from [January 1, 2023] through the date of execution of the Definitive Agreements (the "**Effective Date**") shall be

² Two PIF representatives to be determined.

deemed null and void for all purposes, including procurement by such party of the reimbursement to the payor of any payment completed in relation to such fees prior to the Effective Date.

b. **Standstill.** Commencing on the date of this agreement and ending on the sooner of the Effective Date or the termination of this Agreement, but no later than [30] days from the date hereof, each Party agrees that it will not, and will cause its affiliates (including LIV) and other representatives on its behalf not to, directly or indirectly, enter into any contract, agreement or understanding with, solicit, or recruit any players who are members of any tour associated with any other Party (not to include, in the case of LIV, the Asian Tour or the MENA Tour)³ to become members of such Party or any other golf league or to participate in golf events hosted by any other golf league, or to terminate their membership with such Party or associated tour, as applicable.

6. **Other Sponsorships and Investments by PIF.** Subject to execution of the Definitive Agreements, (a) PIF or its designee(s) would make a financial investment to become a premier corporate sponsor (i.e., at the highest level of sponsorship offered by the PGA Tour, DP World Tour and other applicable international tours) of the PGA TOUR, DP World Tour and other international tours, (b) PIF, the PGA TOUR and the DP World Tour would work together collaboratively to identify a high profile event for which the PIF or its designee(s) would make a financial investment to serve as title sponsor, (c) PIF, the PGA TOUR and the DP World Tour would also cooperate in good faith and mutually agree on the terms for PIF to make a financial investment to support socially responsible causes that encourage the growth of the game of golf on a global basis, such as Saudi Golf's Let It Fly youth program and The First Tee and (d) the Parties would establish a process to review grants submitted by the industry and such grants would be awarded under the umbrella of this Partnership by a team jointly appointed by PIF, the PGA TOUR and the DP World Tour.

7. **PIF Representation on PGA TOUR Policy Board.** In connection with the long-term strategic partnership between PIF and the PGA TOUR, the Definitive Agreements would provide for one representative of PIF to be appointed to the PGA TOUR Policy Board. Such representative of PIF shall be selected by PIF with consent by the PGA Tour, not to be unreasonably withheld or delayed.

8. **Confidentiality; Press Release.** Each Party agrees that all communications and other materials relating to this Agreement (including the terms of this Agreement) and Definitive Documents and any other confidential information of any other Party provided hereunder will be kept confidential. The Parties will issue a joint press release with respect to the matters contemplated by this Agreement in the form set forth on Exhibit B hereto, and will cooperate in good faith with respect to public messaging to be communicated following the announcement.

9. **Governing Law; Forum.** This Agreement and any dispute or claim, including any non-contractual disputes or claims, arising out of or in connection with it or its subject matter or formation and this clause itself, shall be governed by and construed in accordance with the laws of [England and Wales]. Any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration under the arbitration rules of the London Court of International Arbitration (the "Rules"), which Rules are deemed to be incorporated by reference into this clause. The arbitration shall be determined by a [single], independent, impartial arbitrator. The seat of arbitration shall be London, England.

³ Note to Draft: LIV does not control and cannot exercise any influence Asian Tour or MENA Tour

IN WITNESS WHEREOF, the Parties have executed this Framework Agreement as of the date first written above.

PGA TOUR, INC.

**PUBLIC INVESTMENT FUND OF THE
KINGDOM OF SAUDI ARABIA**

By: _____
Name: Jay Monahan
Title: Commissioner

By: _____
Name: His Excellency Yasir Al-Rumayyan
Title: Governor

DP WORLD TOUR

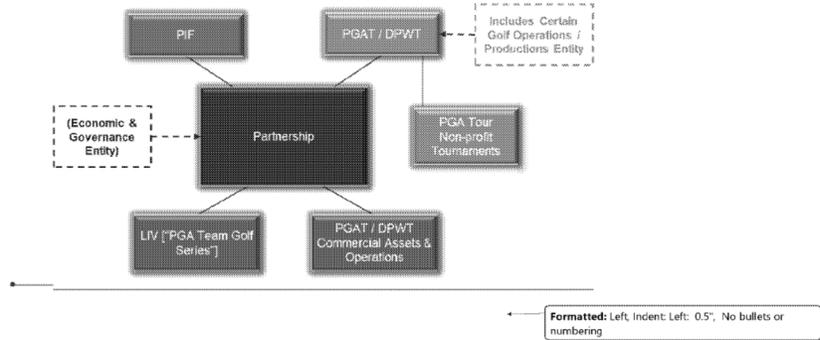
By: _____
Name: Keith Pelley
Title: Chief Executive

Schedule A
Partnership Terms

- Details regarding financial and commercial plans for the Partnership.
- Details on the assets/operations to be contributed by the Parties as well as associated revenue streams, including, without limitation, media rights and sponsorships.
- Relative ownership, fees and economic sharing between the parties (with the understanding the economic structure will be structured to align fully and incentivize the Parties for the success of each tour, including LIV).
- The parties will cooperate to consider forming and producing year-end premier global team World Golf Series Event(s), including conclusion in KSA
- Appropriate shared governance terms of the Partnership with fair and customary protective provisions for the PIF in respect of corporate actions and LIV related matters by the Partnership.
- Timelines to move promptly PIF's and the PGA TOUR's existing and future golf-related investments and commercial assets.
- Other [TBD]
- Summary Structure

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- PGAT to contribute to partnership all existing and future investments, assets, and revenue streams, whether via contracts, licenses, IP, commercial agreements, ownership interests, or similar, including related to:
 - Media
 - Sponsorship
 - License and Management Fees
 - Event Revenue
 - Other ancillary media content and production revenue
 - Hospitality and Real Estate
 - Data / Gaming
 - [Other TBD]

Schedule B

- Player eligibility provisions shall include:
 - a) For avoidance of doubt, following 12/1/23, eligibility criteria not to in any way be impacted by disciplinary or similar provisions of the PGAT / DPWT related to prior or current player participation in LIV;
 - b) Following 12/1/23, elimination of any ban on LIV players playing in PGAT / DPWT events, such that, to the extent qualified, players are provided open access to play in PGAT / DPWT events and LIV events;
 - c) [OWGR] recognition for LIV events, including retrospective recognition for LIV 2022 and 2023 events
 - d) Automatic Majors qualification for 2024 season and onwards for top 24 finishing LIV players during previous LIV season;
 - e) ~~Automatic Majors qualification for 2024 season and onwards for members of top 24 finishing teams during previous LIV season;~~
 - f) PGAT / DPWT qualification for 2024 season for those LIV players who qualify based on reasonable criteria, consistent with PGA current criteria, assuming, however, 2022 (for OWGR) and 2023 LIV events will retroactively receive comparable qualifying points (FedEx Cup, Race To Dubai and OWGR) as those given for PGAT / DPWT / Majors / related events, and any minimum number of PGAT / DPWT tournaments criteria will be waived for such prior seasons;
 - g) PGAT to provide LIV players that otherwise wouldn't qualify eligibility for 3 non-elevated PGAT events each year to facilitate potential admission to PGAT / DPWT
 - h) ~~For avoidance of doubt, retroactively for purposes of (f) above, and fully going forward, LIV events will receive comparable qualifying treatment / points, and be considered qualifying events, as PGAT / DPWT tournaments and similar tournaments;~~
 - i) LIV will make available 2 new teams for PGAT players to form and take ownership stakes, subject to PIF agreement on owners / captains, and will be free to recruit players to LIV teams via draft or otherwise.

Schedule C
Press Release

FRAMEWORK AGREEMENT

This Long-Term-Strategic-Partnership Framework Agreement (this "**Agreement**") is entered into as of the [] day of May, 2023 (the "**Effective Date**") by and among the PUBLIC INVESTMENT FUND OF THE KINGDOM OF SAUDI ARABIA ("**PIF**"), PGA TOUR, INC. ("**PGA TOUR**"), and DP WORLD TOUR ("**DP World Tour**") and collectively with the PGA TOUR and PIF, the "**Parties**").¹

WHEREAS, the Parties share a common goal of creating a global golf partnership and of growing and promoting the game of golf globally, ending divisions and unifying the game of golf for the benefit of all of their stakeholders, including players, sponsors and fans of the game worldwide;

WHEREAS, the Parties have engaged in constructive discussions in furtherance of their common goal of a global partnership, including the co-existence of LIV (as defined below), the DP World Tour and The PGA Tour and have determined that it is in their mutual best interest to enter into good faith discussions to negotiate and agree the Definitive Agreements (as defined below) for a long-term strategic partnership on the terms set out in this Agreement and to take the initiatives set forth below to benefit with the mutual goal of benefiting all stakeholders and deriving significant mutual strategic and financial value for the Parties; and

WHEREAS, the Parties desire to establish the contours for their long-term strategic partnership to grow, promote and unify the game of golf globally.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **PIF-PGA TOUR-DP World Tour Partnership in Global Golf Under One Umbrella.** PIF, the PGA TOUR and the DP World Tour hereby agree to establish a partnership in global golf. Pursuant to this partnership, the existing and future commercial investments and assets of PIF, Saudi Aramco and the PGA TOUR related to the game of golf will be combined under one umbrella within the PGA TOUR through an entity collectively held. The Parties will cooperate in good faith and agree on definitive terms and documentation to effectuate this partnership, including a financial investment from PIF as well as agreements to move PIF's, Saudi Aramco's and the PGA TOUR's existing and future golf-related investments and commercial assets, including LIV Golf Inc. ("**LIV**") and PIF's investment in the Asian Tour, under one roof within and controlled by the PGA TOUR. The Parties will negotiate in good faith regarding definitive agreements (the "**Definitive Agreements**") that would establish a partnership (the "**Partnership**") in global golf whereby the existing and future commercial investments and assets of PIF, the PGA TOUR and the DP World Tour related to the game of golf would be combined under one umbrella through the Partnership. The Definitive Agreements would include the matters, and conform to the structure, each as set forth in this Agreement, including on Schedule A hereto, together with such other terms mutually agreed among the Parties, including provision for mutual decision making and other governance protections for each Party. In addition, the Definitive Agreements would include terms regarding a contribution of assets by the Parties and financial investment by the PIF resulting in PIF owning up to [•]% of the Partnership (after taking account PIF's initial equity interest in the Partnership on account of the contribution of its golf-related investments and commercial assets, and valuing PGA Tour and DP World Tour), subject to agreement on valuation, finalization of customary due diligence exercise, etc. Partnership Board

¹ Parties to be confirmed.

composition shall reflect ownership percentage; Chairman of the Board of the Partnership to be appointed by PIF. The Parties shall ensure that each is provided reciprocal access to all information reasonably necessary to evaluate and assess their respective contribution to and investment in the Partnership. Except as set forth in Paragraphs 5 and 9 below, a binding agreement with respect to the Partnership would result only from the execution and delivery of the Definitive Agreements by the Parties. This Agreement shall terminate automatically without any further action of any Party upon the earlier of (i) the entry by the Parties into the Definitive Agreements; and (ii) June [13], 2023 if Parties fail to enter into the Definitive Agreements by such date.

2. PGA TOUR, via Partnership, Event Manager for Professional Golf on Behalf of PIF. ~~Effective immediately following the~~ Subject to execution of this Agreement, PIF ~~with the Definitive Agreements,~~ (a) PIF would name the PGA TOUR, via the Partnership, as the day-to-day manager of certain event operations on behalf of PIF for all of PIF's golf-related investment events, including the entities comprising "LIV Golf" ("LIV"), and ~~to the extent reasonably practicable,~~ the benefit of any agreement between LIV and the Asian Tour related thereto, and provide PGA TOUR ~~any/all requisite information/materials and working capital/funding required to operate LIV. The necessary to execute such role,~~ (b) ~~the non-player employees and personnel of LIV will~~ report to the Commissioner of the PGA TOUR in its capacity as manager. Partnership and the PGA TOUR, as manager, will have full decision-making authority Partnership will work with respect to all its owners, including the PIF, regarding strategic and operational matters. (c) PIF and the PGA TOUR will cooperate in good faith and agree on a fair event management fee ~~to that would be paid to the PGA TOUR, via the Partnership for its management services, commencing with the remainder of the 2023[2024] season, and will the parties would enter into any other such documentation reasonably necessary to give effect to this management arrangement. To (such event management fee would provide for incentive fees payable to the Partnership based on LIV financial performance), and (d) to help facilitate a smooth day-to-day management transition, a committee co-chaired by [Jimmy Dunne and Ed Herlihy will] and a representative of PIF, and composed of at least one additional representative of each of the PGA TOUR and PIF², would be established to coordinate and manage communications between PIF, LIV and the PGA TOUR.~~

~~2. PGA TOUR with the expectation that the services provided by Greg Norman and Performance54 will cease upon the transition to PGA TOUR.~~

3. PGA TOUR / DP World Tour and LIV to Co-Exist. ~~The PGA TOUR as manager will~~ The Parties share a common goal of the co-existence among the PGA Tour, the DP World Tour and LIV and the development of a successful team format through LIV. Subject to execution of the Definitive Agreements, (a) the Partnership as manager would undertake a full and objective evaluation of LIV and its prospects and potential and will make a good faith assessment of the benefits of would create a business plan for team golf in general, and PIF, the PGA TOUR and the DP World Tour will work together in an effort to and determine how best to integrate team golf through LIV into PGA TOUR and DP World Tour events going forward. PIF will ensure that the PGA TOUR is provided full access to all information requested to facilitate this evaluation and assessment, including operational and financial information regarding LIV and all other information relevant to its managerial duties, so that the PGA TOUR can make a final determination as to the long-term status and viability of LIV (it being agreed that LIV's operations will not be terminated by the PGA TOUR prior to the conclusion of the 2023 season). PIF, the PGA TOUR and the DP World Tour will and (b) PIF, the PGA TOUR and the DP World Tour would further cooperate in good faith with respect to matters such as events

² Two PIF representatives to be determined.

scheduling, marketing and media rights, with any decisions on these matters related to LIV to be made by the PGA TOUR as manager of LIV.

4. Player Status. The Parties share a common goal of open access for all players to the PGA Tour, the DP World Tour, LIV and marquee events such as the majors, Ryder Cup and the President's Cup, in each case based on mutually agreed merit criteria. Subject to execution of the Definitive Agreements, the PIF, the PGA TOUR and the DP World Tour would ~~Player Status~~ PIF, the PGA TOUR and the DP World Tour will work cooperatively and in good faith to establish a fair and objective process for any players who desire to re-apply for membership with a goal of immediate access for eligible players with the PGA TOUR or the DP World Tour following the completion of the 2023 season and for determining fair merit criteria and terms of re-admission consistent with each Tour's disciplinary policies, which shall contain at least the items on schedule B.

5. **Settlement of Disputes; Non-Solicitation.**

a. Settlement of Litigation. Within five (5) days following the execution of this Agreement ~~Definitive Agreements~~, the Parties ~~will~~would (and ~~will~~would ensure that any of their affiliates (including in the case of PIF, LIV) and their affiliates' applicable members ~~will~~would) voluntarily dismiss with prejudice any pending litigation, arbitration and similar actions related to the pending disputes among LIV and the PGA TOUR and DP World Tour, including the cases captioned *Jones v. PGA Tour, Inc.*, 5:22-cv-04486 (N.D. Cal) and *In the matter of a reference under the DP World Tour members' general regulations handbook 2022 before a panel appointed under regulation F(ii)(3)(d)*, Case No. SR/165/2022 (Apr. 3, 2023), and ~~will~~would enter into a customary settlement agreement to dismiss such actions with prejudice and mutually release each other for related claims. Any fines announced, issued, levied by, or paid, directly or indirectly, to the PGA TOUR and/or the DP World Tour, from [January 1, 2023] through the date of execution of the Definitive Agreements (the "**Effective Date**") shall be deemed null and void for all purposes, including procurement by such party of the reimbursement to the payor of any payment completed in relation to such fees prior to the Effective Date.

b. Non-Solicitation. ~~From and after Standstill.~~ Commencing on the date of this agreement and ending on the sooner of the Effective Date or the termination of this Agreement, PIF but no later than [30] days from the date hereof, each Party agrees that it will not, and will cause its affiliates (including LIV) and other representatives on its behalf not to, directly or indirectly, enter into any contract, agreement or understanding with, solicit, or recruit any players who are members of any tour associated with any other Party (not to include, in the PGA TOUR case of LIV, the Asian Tour or the European/MENA Tour)³ to become members of LIV such Party or any other golf league or to participate in golf events hosted by any other golf league, or to terminate their membership with the PGA TOUR such Party or the European Tour associated tour, as applicable.

6. Annual Strategic Review of LIV. In connection with the evaluation and assessment to be conducted by the PGA TOUR in accordance with Section 3 above, the Parties will undertake an annual strategic review of LIV and the initiatives being pursued by the PGA TOUR in partnership with PIF and the DP World Tour as contemplated by Section 1 above, and senior leadership of the Parties will meet to discuss the outcome of this review.

7.6. Other Sponsorships and Investments by PIF. Subject to execution of the Definitive Agreements, (a) PIF and Saudi Aramco. Saudi Aramco will or its designee(s) would make a financial investment to become a premier corporate sponsor (i.e., at the highest level of sponsorship offered by

³ Note to Draft: LIV does not control and cannot exercise any influence Asian Tour or MENA Tour

~~the PGA TOUR, DP World Tour and other applicable international tours) of the PGA TOUR, DP World Tour and other international tours; (b) PIF, the PGA TOUR and the DP World Tour will~~work together collaboratively to identify a high profile event for which ~~Saudi Aramco with the PIF or its designee(s) would~~ make a financial investment to serve as title sponsor; ~~(c) PIF, the PGA TOUR and the DP World Tour will~~also cooperate in good faith and mutually agree on the terms for PIF to make a financial investment to support socially responsible causes that encourage the growth of the game of golf on a global basis, such as Saudi Golf's Let It Fly youth program and The First Tee. ~~The and (d) the Parties will~~establish a process to review grants submitted by the industry and such grants would be awarded under the umbrella of this ~~partnership~~Partnership by a team jointly appointed by PIF, the PGA TOUR and the DP World Tour.

~~8.7. PIF Representation on PGA TOUR Policy Board. In connection with the long-term strategic partnership between PIF and the PGA TOUR, the Definitive Agreements would provide for one representative of PIF to be mutually determined by PIF and the PGA TOUR will be appointed to the PGA TOUR Policy Board. Such representative of PIF shall be selected by PIF with consent by the PGA TOUR, not to be unreasonably withheld or delayed.~~

~~9.8. Confidentiality; Press Release. Each Party agrees that all communications and other materials relating to this Agreement (including the terms of this Agreement) and Definitive Documents and any other confidential information of any other Party provided hereunder will be kept confidential. The Parties will issue a joint press release with respect to the matters contemplated by this Agreement in the form mutually agreed set forth on Exhibit B hereto, and will cooperate in good faith with respect to public messaging to be communicated following the announcement.~~

~~_____~~
~~_____~~
~~_____~~

9. **Governing Law; Forum.** This Agreement and any dispute or claim, including any non-contractual disputes or claims, arising out of or in connection with it or its subject matter or formation and this clause itself, shall be governed by and construed in accordance with the laws of [England and Wales]. Any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration under the arbitration rules of the London Court of International Arbitration (the "**Rules**"), which Rules are deemed to be incorporated by reference into this clause. The arbitration shall be determined by a [single], independent, impartial arbitrator. The seat of arbitration shall be London, England.

—

IN WITNESS WHEREOF, the Parties have executed this ~~Long-Term Strategic Partnership Framework~~ Agreement as of the date first written above.

PGA TOUR, INC.

**PUBLIC INVESTMENT FUND OF THE
KINGDOM OF SAUDI ARABIA**

By: _____
Name: Jay Monahan
Title: Commissioner

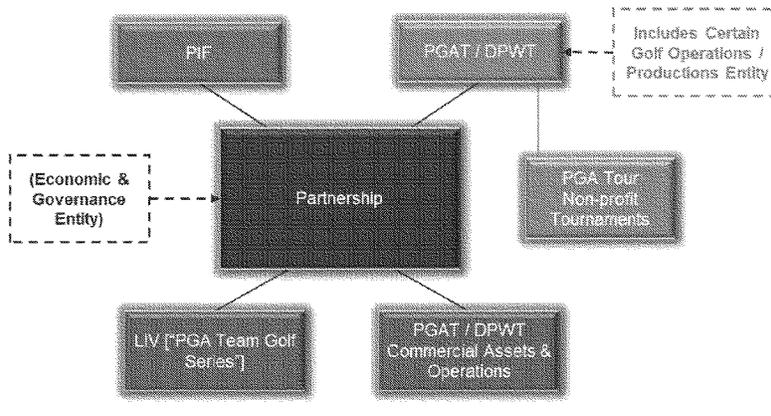
By: _____
Name: His Excellency Yasir Al-Rumayyan
Title: Governor

DP WORLD TOUR

By: _____
Name: Keith Pelley
Title: Chief Executive

Schedule A
Partnership Terms

- Details regarding financial and commercial plans for the Partnership.
- Details on the assets/operations to be contributed by the Parties as well as associated revenue streams, including, without limitation, media rights and sponsorships.
- Relative ownership, fees and economic sharing between the parties (with the understanding the economic structure will be structured to align fully and incentivize the Parties for the success of each tour, including LIV).
- The parties will cooperate to consider forming and producing year-end premier global team World Golf Series Event(s), including conclusion in KSA
- Appropriate shared governance terms of the Partnership with fair and customary protective provisions for the PIF in respect of corporate actions and LIV related matters by the Partnership.
- Timelines to move promptly PIF's and the PGA TOUR's existing and future golf-related investments and commercial assets.
- Other [TBD]
- Summary Structure



- PGAT to contribute to partnership all existing and future investments, assets, and revenue streams, whether via contracts, licenses, IP, commercial agreements, ownership interests, or similar, including related to:
 - Media
 - Sponsorship
 - License and Management Fees
 - Event Revenue
 - Other ancillary media content and production revenue
 - Hospitality and Real Estate
 - Data / Gaming
 - [Other TBD]
-

Schedule B

- Player eligibility provisions shall include:
 - a) For avoidance of doubt, following 12/1/23, eligibility criteria not to in any way be impacted by disciplinary or similar provisions of the PGAT / DPWT related to prior or current player participation in LIV;
 - b) Following 12/1/23, elimination of any ban on LIV players playing in PGAT / DPWT events, such that, to the extent qualified, players are provided open access to play in PGAT / DPWT events and LIV events;
 - c) [OWGR] recognition for LIV events, including retrospective recognition for LIV 2022 and 2023 events
 - d) Automatic Majors qualification for 2024 season and onwards for top 24 finishing LIV players during previous LIV season;
 - e) PGAT / DPWT qualification for 2024 season for those LIV players who qualify based on reasonable criteria, consistent with PGA current criteria, assuming, however, 2022 (for OWGR) and 2023 LIV events will retroactively receive comparable qualifying points (FedEx Cup, Race To Dubai and OWGR) as those given for PGAT / DPWT / Majors / related events, and any minimum number of PGAT / DPWT tournaments criteria will be waived for such prior seasons;
 - f) PGAT to provide LIV players that otherwise wouldn't qualify eligibility for 3 non-elevated PGAT events each year to facilitate potential admission to PGAT / DPWT
 - g) For avoidance of doubt, retroactively for purposes of (f) above, and fully going forward, LIV events will receive comparable qualifying treatment / points, and be considered qualifying events, as PGAT / DPWT tournaments and similar tournaments;
 - h) LIV will make available 2 new teams for PGAT players to form and take ownership stakes, subject to PIF agreement on owners / captains, and will be free to recruit players to LIV teams via draft or otherwise.

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Schedule C
Press Release

FRAMEWORK AGREEMENT

This Framework Agreement (this “**Agreement**”) is entered into as of the [] day of May, 2023 (the “**Effective Date**”) by and among the PUBLIC INVESTMENT FUND OF THE KINGDOM OF SAUDI ARABIA (“**PIF**”), PGA TOUR, INC. (“**PGA TOUR**”), and DP WORLD TOUR (“**DP World Tour**” and collectively with the PGA TOUR and PIF, the “**Parties**”).¹

WHEREAS, the Parties share a common goal of creating a global golf partnership and of growing and promoting the game of golf globally, ending divisions and unifying the game of golf for the benefit of all of their stakeholders, including players, sponsors and fans of the game worldwide;

WHEREAS, the Parties have engaged in constructive discussions in furtherance of their common goal of a global partnership, including the co-existence of LIV (as defined below), the DP World Tour and The PGA Tour and have determined that it is in their mutual best interest to enter into good faith discussions to negotiate and agree the Definitive Agreements (as defined below) for a long-term strategic partnership on the terms set out in this Agreement with the mutual goal of benefiting all stakeholders and deriving significant mutual strategic and financial value for the Parties; and

WHEREAS, the Parties desire to establish the contours for their long-term strategic partnership to grow, promote and unify the game of golf globally.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **PIF-PGA TOUR-DP World Tour Partnership in Global Golf Under One Umbrella.** The Parties will negotiate in good faith regarding definitive agreements (the “**Definitive Agreements**”) that would establish a partnership (the “**Partnership**”) in global golf whereby the existing and future commercial investments and assets of PIF, the PGA TOUR and the DP World Tour related to the game of golf would be combined under one umbrella through the Partnership. The Definitive Agreements would include the matters, and conform to the structure, each as set forth in this Agreement, including on Schedule A hereto, together with such other terms mutually agreed among the Parties, including provision for mutual decision making and other governance protections for each Party. In addition, the Definitive Agreements would include terms regarding a contribution of assets by the Parties and financial investment by the PIF resulting in PIF owning up to [*]% of the Partnership (after taking account PIF’s initial equity interest in the Partnership on account of the contribution of its golf-related investments and commercial assets, and valuing PGA Tour and DP World Tour), subject to agreement on valuation, finalization of customary due diligence exercise, etc. Partnership Board composition shall reflect ownership percentage; Chairman of the Board of the Partnership to be appointed by PIF. The Parties shall ensure that each is provided reciprocal access to all information reasonably necessary to evaluate and assess their respective contribution to and investment in the Partnership. Except as set forth in Paragraphs 5 and 9 below, a binding agreement with respect to the Partnership would result only from the execution and delivery of the Definitive Agreements by the Parties. This Agreement shall terminate automatically without any further action of any Party upon the earlier of (i) the entry by the Parties into the Definitive Agreements; and (ii) June [13], 2023 if Parties fail to enter into the Definitive Agreements by such date.

¹ Parties to be confirmed.

2. **PGA TOUR, via Partnership, Event Manager for Professional Golf.** Subject to execution of the Definitive Agreements, (a) PIF would name the PGA TOUR, via the Partnership, as the day-to-day manager of certain event operations on behalf of PIF for PIF's golf-related events, including the entities comprising "LIV Golf" ("LIV"), and to the extent reasonably practicable, the benefit of any agreement between LIV and the Asian Tour related thereto, and provide PGA TOUR all information/materials necessary to execute such role, (b) the non-player employees and personnel of LIV would report to the Partnership and the Partnership will work with its owners, including the PIF, regarding strategic and operational matters, (c) PIF and the PGA TOUR would cooperate in good faith and agree on a fair event management fee that would be paid to the PGA TOUR, via the Partnership for its management services, commencing with the [2024] season, and the parties would enter into other such documentation reasonably necessary to give effect to this management arrangement (such event management fee would provide for incentive fees payable to the Partnership based on LIV financial performance), and (d) to help facilitate a smooth day-to-day management transition, a committee co-chaired by [Jimmy Dunne/Ed Herlihy] and a representative of PIF, and composed of at least one additional representative of each of the PGA TOUR and PIF², would be established to coordinate and manage communications between PIF, LIV and the PGA TOUR.

3. **PGA TOUR / DP World Tour and LIV to Co-Exist.** The Parties share a common goal of the co-existence among the PGA Tour, the DP World Tour and LIV and the development of a successful team format through LIV. Subject to execution of the Definitive Agreements, (a) the Partnership as manager would undertake a full and objective evaluation of LIV and its prospects and potential and would create a business plan for team golf and determine how best to integrate team golf through LIV into PGA TOUR and DP World Tour events going forward and (b) PIF, the PGA TOUR and the DP World Tour would further cooperate in good faith with respect to matters such as events scheduling, marketing and media rights.

4. **Player Status.** The Parties share a common goal of open access for all players to the PGA Tour, the DP World Tour, LIV and marquee events such as the majors, Ryder Cup and the President's Cup, in each case based on mutually agreed merit criteria. Subject to execution of the Definitive Agreements, the PIF, the PGA TOUR and the DP World Tour would work cooperatively and in good faith to establish a fair and objective process for any players who desire to re-apply for membership with a goal of immediate access for eligible players with the PGA TOUR or the DP World Tour and for determining fair merit criteria and terms of re-admission, which shall contain at least the items on schedule B.

5. **Settlement of Disputes; Non-Solicitation.**

a. **Settlement of Litigation.** Within five (5) days following the execution of this Definitive Agreements, the Parties would (and would ensure that any of their affiliates (including in the case of PIF, LIV) and their affiliates' applicable members would) voluntarily dismiss with prejudice any pending litigation, arbitration and similar actions related to the pending disputes among LIV and the PGA TOUR and DP World Tour, including the cases captioned *Jones v. PGA Tour, Inc.*, 5:22-cv-04486 (N.D. Cal) and *In the matter of a reference under the DP World Tour members' general regulations handbook 2022 before a panel appointed under regulation F(ii)(3)(d)*, Case No. SR/165/2022 (Apr. 3, 2023), and would enter into a customary settlement agreement to dismiss such actions with prejudice and mutually release each other for related claims. Any fines announced, issued, levied by, or paid, directly or indirectly, to the PGA TOUR and/or the DP World Tour, from [January 1, 2023] through the date of execution of the Definitive Agreements (the "**Effective Date**") shall be

² Two PIF representatives to be determined.

deemed null and void for all purposes, including procurement by such party of the reimbursement to the payor of any payment completed in relation to such fees prior to the Effective Date.

b. **Standstill.** Commencing on the date of this agreement and ending on the sooner of the Effective Date or the termination of this Agreement, but no later than [30] days from the date hereof, each Party agrees that it will not, and will cause its affiliates (including LIV) and other representatives on its behalf not to, directly or indirectly, enter into any contract, agreement or understanding with, solicit, or recruit any players who are members of any tour associated with any other Party (not to include, in the case of LIV, the Asian Tour or the MENA Tour)³ to become members of such Party or any other golf league or to participate in golf events hosted by any other golf league, or to terminate their membership with such Party or associated tour, as applicable.

6. **Other Sponsorships and Investments by PIF.** Subject to execution of the Definitive Agreements, (a) PIF or its designee(s) would make a financial investment to become a premier corporate sponsor (i.e., at the highest level of sponsorship offered by the PGA Tour, DP World Tour and other applicable international tours) of the PGA TOUR, DP World Tour and other international tours, (b) PIF, the PGA TOUR and the DP World Tour would work together collaboratively to identify a high profile event for which the PIF or its designee(s) would make a financial investment to serve as title sponsor, (c) PIF, the PGA TOUR and the DP World Tour would also cooperate in good faith and mutually agree on the terms for PIF to make a financial investment to support socially responsible causes that encourage the growth of the game of golf on a global basis, such as Saudi Golf's Let It Fly youth program and The First Tee and (d) the Parties would establish a process to review grants submitted by the industry and such grants would be awarded under the umbrella of this Partnership by a team jointly appointed by PIF, the PGA TOUR and the DP World Tour.

7. **PIF Representation on PGA TOUR Policy Board.** In connection with the long-term strategic partnership between PIF and the PGA TOUR, the Definitive Agreements would provide for one representative of PIF to be appointed to the PGA TOUR Policy Board. Such representative of PIF shall be selected by PIF with consent by the PGA Tour, not to be unreasonably withheld or delayed.

8. **Confidentiality; Press Release.** Each Party agrees that all communications and other materials relating to this Agreement (including the terms of this Agreement) and Definitive Documents and any other confidential information of any other Party provided hereunder will be kept confidential. The Parties will issue a joint press release with respect to the matters contemplated by this Agreement in the form set forth on Exhibit B hereto, and will cooperate in good faith with respect to public messaging to be communicated following the announcement.

9. **Governing Law; Forum.** This Agreement and any dispute or claim, including any non-contractual disputes or claims, arising out of or in connection with it or its subject matter or formation and this clause itself, shall be governed by and construed in accordance with the laws of [England and Wales]. Any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration under the arbitration rules of the London Court of International Arbitration (the "**Rules**"), which Rules are deemed to be incorporated by reference into this clause. The arbitration shall be determined by a [single], independent, impartial arbitrator. The seat of arbitration shall be London, England.

³ Note to Draft: LIV does not control and cannot exercise any influence Asian Tour or MENA Tour

IN WITNESS WHEREOF, the Parties have executed this Framework Agreement as of the date first written above.

PGA TOUR, INC.

**PUBLIC INVESTMENT FUND OF THE
KINGDOM OF SAUDI ARABIA**

By: _____
Name: Jay Monahan
Title: Commissioner

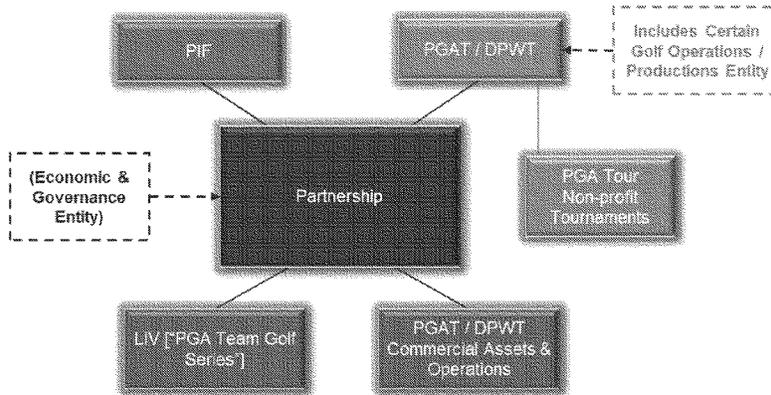
By: _____
Name: His Excellency Yasir Al-Rumayyan
Title: Governor

DP WORLD TOUR

By: _____
Name: Keith Pelley
Title: Chief Executive

Schedule A
Partnership Terms

- Details regarding financial and commercial plans for the Partnership.
- Details on the assets/operations to be contributed by the Parties as well as associated revenue streams, including, without limitation, media rights and sponsorships.
- Relative ownership, fees and economic sharing between the parties (with the understanding the economic structure will be structured to align fully and incentivize the Parties for the success of each tour, including LIV).
- The parties will cooperate to consider forming and producing year-end premier global team World Golf Series Event(s), including conclusion in KSA
- Appropriate shared governance terms of the Partnership with fair and customary protective provisions for the PIF in respect of corporate actions and LIV related matters by the Partnership.
- Timelines to move promptly PIF's and the PGA TOUR's existing and future golf-related investments and commercial assets.
- Other [TBD]
- Summary Structure



- PGAT to contribute to partnership all existing and future investments, assets, and revenue streams, whether via contracts, licenses, IP, commercial agreements, ownership interests, or similar, including related to:
 - Media
 - Sponsorship
 - License and Management Fees
 - Event Revenue
 - Other ancillary media content and production revenue
 - Hospitality and Real Estate
 - Data / Gaming
 - [Other TBD]

Schedule B

- Player eligibility provisions shall include:
 - a) For avoidance of doubt, following 12/1/23, eligibility criteria not to in any way be impacted by disciplinary or similar provisions of the PGAT / DPWT related to prior or current player participation in LIV;
 - b) Following 12/1/23, elimination of any ban on LIV players playing in PGAT / DPWT events, such that, to the extent qualified, players are provided open access to play in PGAT / DPWT events and LIV events;
 - c) [OWGR] recognition for LIV events, including retrospective recognition for LIV 2022 and 2023 events
 - d) Automatic Majors qualification for 2024 season and onwards for top 24 finishing LIV players during previous LIV season;
 - e) PGAT / DPWT qualification for 2024 season for those LIV players who qualify based on reasonable criteria, consistent with PGA current criteria, assuming, however, 2022 (for OWGR) and 2023 LIV events will retroactively receive comparable qualifying points (FedEx Cup, Race To Dubai and OWGR) as those given for PGAT / DPWT / Majors / related events, and any minimum number of PGAT / DPWT tournaments criteria will be waived for such prior seasons;
 - f) PGAT to provide LIV players that otherwise wouldn't qualify eligibility for 3 non-elevated PGAT events each year to facilitate potential admission to PGAT / DPWT
 - g) For avoidance of doubt, retroactively for purposes of (f) above, and fully going forward, LIV events will receive comparable qualifying treatment / points, and be considered qualifying events, as PGAT / DPWT tournaments and similar tournaments;
 - h) LIV will make available 2 new teams for PGAT players to form and take ownership stakes, subject to PIF agreement on owners / captains, and will be free to recruit players to LIV teams via draft or otherwise.

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Schedule C
Press Release

From: Herlihy, Edward D. [REDACTED]
Sent: 5/23/2023 7:56:46 PM
To: Klein, Michael S. [REDACTED] [REDACTED]
CC: Dunne III, Jimmy [REDACTED]
Subject: FW: Agreement to send [EXTERNAL]
Attachments: Framework Agreement (PGA Draft 5.23).DOCX

Michael,

As promised, attached is the revised agreement.

Best,
Ed

=====
Please be advised that this transmittal may be a confidential attorney-client communication or may otherwise be privileged or confidential. If you are not the intended recipient, please do not read, copy or re-transmit this communication. If you have received this communication in error, please notify us by e-mail ([REDACTED]) or by telephone (call us collect at [REDACTED]) and delete this message and any attachments.

Thank you in advance for your cooperation and assistance.
=====

FRAMEWORK AGREEMENT

This Framework Agreement (this “**Agreement**”) is entered into as of the [] day of May, 2023 (the “**Effective Date**”) by and among the PUBLIC INVESTMENT FUND OF THE KINGDOM OF SAUDI ARABIA (“**PIF**”), PGA TOUR, INC. (“**PGA TOUR**”), and DP WORLD TOUR (“**DP World Tour**”) and collectively with the PGA TOUR and PIF, the “**Parties**”).

WHEREAS, the Parties share a common goal of creating a global golf partnership and of growing and promoting the game of golf globally, ending divisions and unifying the game of golf for the benefit of all of their stakeholders, including players, sponsors and fans of the game worldwide;

WHEREAS, the Parties have engaged in constructive discussions in furtherance of their common goal and have determined that it is in their mutual best interest to enter into a long-term strategic partnership on the terms set out in this Agreement with the mutual goal of benefiting all stakeholders and deriving significant mutual strategic and financial value for the Parties; and

WHEREAS, the Parties desire to establish the contours for their long-term strategic partnership to grow, promote and unify the game of golf globally.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows. Except for the matters set forth in Paragraph 5 below, which are legally binding effective upon the execution of this Agreement, the following terms are non-binding pending the execution of definitive agreements (“**Definitive Agreements**”), which the Parties agree to negotiate in good faith consistent with the terms of this Agreement.

1. **PIF-PGA TOUR-DP World Tour Partnership in Global Golf Under One Umbrella.** PIF, the PGA TOUR and the DP World Tour will establish a partnership (the “**Partnership**”) in global golf. Pursuant to this Partnership, the existing and future commercial investments and assets of PIF and the PGA TOUR related to the game of golf will be combined under one umbrella within the PGA TOUR through an entity collectively held. The Parties will cooperate in good faith and agree on Definitive Agreements to effectuate this Partnership, including a financial investment from PIF as well as agreements to move PIF’s and the PGA TOUR’s existing and future golf-related investments and commercial assets, including LIV Golf Inc. (“**LIV**”) and PIF’s investment in the Asian Tour, under one roof within and controlled by the PGA TOUR.

To effectuate this Partnership, the PGA TOUR will establish a for-profit LLC (“**NewCo**”) and contribute substantially all of the PGA TOUR’s commercial businesses/rights (including contracts/agreements and equity interests, but excluding specified non-operational assets such as player retirement plans and corporate reserves) into NewCo in exchange for majority equity ownership of NewCo, and PIF will contribute their golf-related investments and assets, including LIV and PIF’s investment in the Asian tour, to NewCo along with a significant cash investment, in exchange for the issuance to PIF of a minority equity ownership interest in NewCo. The PGA TOUR parent organization will retain regulatory oversight of the game of golf (e.g., sanctioning of events, setting of competition rules, and managing inside the ropes) but will conduct its commercial businesses through NewCo. PIF and the PGA TOUR will cooperate in good faith and agree on the economics, valuation and governance terms for NewCo and PIF’s investment in NewCo, which will include customary minority protections and standard governance terms for a minority investment (including preemptive rights for PIF in the event of a future capital raise by NewCo and customary drag/tag rights and transfer restrictions) and one representative of PIF to be mutually determined by PIF and the PGA TOUR will be appointed to the NewCo board of directors. NewCo will implement a plan to grow the combined commercial

businesses and drive financial returns for the shareholders, including through targeted mergers and acquisitions to globalize the sport, redesigning the commercial business to drive greater fan engagement, and accelerating certain PGA TOUR growth initiatives already underway. The Parties will ensure that each is provided reciprocal access to all information reasonably necessary to evaluate and assess their respective contribution to and investment in the Partnership.

2. **PGA TOUR Manager for Professional Golf on Behalf of PIF.** Subject to execution of the Definitive Agreements, (a) PIF will name PGA TOUR as manager for all of PIF's golf-related investments, including LIV and the Asian Tour, and provide PGA TOUR all information/materials necessary to execute such role and working capital/funding required to operate LIV, (b) the employees and personnel of LIV will report to the Commissioner of the PGA TOUR in its capacity as manager, and the PGA TOUR, as manager, will have full decision making authority with respect to all strategic and operational matters, and (c) PIF and the PGA TOUR will cooperate in good faith and agree on a fair management fee to be paid to the PGA TOUR for its management services, commencing with the remainder of the 2023 season, and will enter into such documentation reasonably necessary to give effect to this management arrangement.

To help facilitate a smooth management transition, a committee co-chaired by Chairman of the PGA TOUR Policy Board Ed Herlihy, PGA TOUR Policy Board member Jimmy Dunne, and [Performance54 Board Chair Abdullah Abduljabbar] will be established to coordinate and manage communications between PIF, LIV and the PGA TOUR with the expectation that the services provided by Greg Norman and Performance54 will cease upon the transition to PGA TOUR.

3. **PGA TOUR / DP World Tour and LIV to Co-Exist.** Subject to execution of the Definitive Agreements, (a) the PGA TOUR as manager will undertake a full and objective empirical data-driven evaluation of LIV and its prospects and potential and will make a good faith assessment of the benefits of team golf in general, and PIF, the PGA TOUR and the DP World Tour will work together in an effort to determine how best to integrate team golf into PGA TOUR and DP World Tour events going forward, and PIF will ensure that the PGA TOUR is provided full access to all information requested to facilitate this evaluation and assessment, including operational and financial information regarding LIV and all other information relevant to its managerial duties, so that the PGA TOUR can make a final determination as to the long-term status and viability of LIV (it being agreed that LIV's operations will not be terminated by the PGA TOUR prior to the conclusion of the 2023 season), (b) PIF, the PGA TOUR and the DP World Tour will further cooperate in good faith with respect to matters such as events scheduling, marketing and media rights, with any decisions on these matters related to LIV to be made by the PGA TOUR as manager of LIV and (c) the Parties will cooperate in good faith and use best efforts to communicate the views of the Partnership to OWGR with respect to OWGR's consideration of LIV's pending application under OWGR's criteria for such review.

4. **Player Status.** Subject to execution of the Definitive Agreements, PIF, the PGA TOUR and the DP World Tour will work cooperatively and in good faith to establish a fair and objective process for any players who desire to re-apply for membership with the PGA TOUR or the DP World Tour following the completion of the 2023 season and for determining fair criteria and terms of re-admission consistent with each Tour's disciplinary policies.

5. **Settlement of Disputes; Non-Solicitation.**

a. **Settlement of Litigation.** Within five (5) days following the execution of this Agreement, the Parties will (and will ensure that any of their affiliates (including LIV) and their affiliates' applicable members will) voluntarily dismiss with prejudice any pending litigation, arbitration and similar actions related to the pending disputes among LIV and the PGA TOUR and DP

World Tour, including the cases captioned *Jones v. PGA Tour, Inc.*, 5:22-cv-04486 (N.D. Cal) and *In the matter of a reference under the DP World Tour members' general regulations handbook 2022 before a panel appointed under regulation F(ii)(3)(d)*, Case No. SR/165/2022 (Apr. 3, 2023), and will enter into a customary settlement agreement to dismiss such actions with prejudice and mutually release each other for related claims.

b. **Non-Solicitation.** From and after the date of this Agreement, PIF agrees that it will not, and will cause its affiliates (including LIV, but not including for these purposes the Asian Tour or the MENA Tour to the extent PIF does not control these entities) and other representatives on its behalf not to, directly or indirectly, enter into any contract, agreement or understanding with, solicit, or recruit any players who are members of the PGA TOUR or the European Tour to become members of LIV or any other golf league or to participate in golf events hosted by any other golf league, or to terminate their membership with the PGA TOUR or the European Tour, as applicable.

6. **Annual Strategic Review of LIV.** In connection with the evaluation and assessment to be conducted by the PGA TOUR in accordance with Section 3 above, the Parties will undertake an annual strategic review of LIV and the initiatives being pursued by the PGA TOUR in partnership with PIF and the DP World Tour as contemplated by Section 1 above, and senior leadership of the Parties will meet to discuss the outcome of this review.

7. **Other Sponsorships and Investments by PIF.** Subject to execution of the Definitive Agreements, (a) PIF or its designee(s) will make a financial investment to become a premier corporate sponsor (i.e., at one of the highest levels of sponsorship offered by the PGA TOUR, DP World Tour and other applicable international tours) of the PGA TOUR, DP World Tour and other international tours, (b) PIF, the PGA TOUR and the DP World Tour will work together collaboratively to identify a high profile event for which PIF or its designee(s) will make a financial investment to serve as title sponsor, (c) PIF, the PGA TOUR and the DP World Tour will also cooperate in good faith and mutually agree on the terms for PIF to make a financial investment to support socially responsible causes that encourage the growth of the game of golf on a global basis, such as Saudi Golf's Let It Fly youth program and The First Tee and (d) the Parties will establish a process to review grants submitted by the industry and such grants would be awarded under the umbrella of this Partnership by a team jointly appointed by PIF, the PGA TOUR and the DP World Tour.

8. **PIF Representation on PGA TOUR Policy Board.** In connection with the long-term strategic partnership between PIF and the PGA TOUR, the Definitive Agreements will provide that one representative of PIF to be mutually determined by PIF and the PGA TOUR will be appointed to the PGA TOUR Policy Board. Such representative of PIF will be selected by PIF with consent by the PGA TOUR, not to be unreasonably withheld or delayed.

9. **Confidentiality; Press Release.** Each Party agrees that all communications and other materials relating to this Agreement (including the terms of this Agreement) and Definitive Agreements and any other confidential information of any other Party provided hereunder will be kept confidential. The Parties will issue a joint press release with respect to the matters contemplated by this Agreement in a form mutually agreed, and will cooperate in good faith with respect to public messaging to be communicated following the announcement.

IN WITNESS WHEREOF, the Parties have executed this Framework Agreement as of the date first written above.

PGA TOUR, INC.

**PUBLIC INVESTMENT FUND OF THE
KINGDOM OF SAUDI ARABIA**

By: _____
Name: Jay Monahan
Title: Commissioner

By: _____
Name: His Excellency Yasir Al-Rumayyan
Title: Governor

DP WORLD TOUR

By: _____
Name: Keith Pelley
Title: Chief Executive

From: Michael Klein [REDACTED]
Sent: 5/24/2023 5:59:46 PM
To: Edward Herlihy [REDACTED]; Dunne III, Jimmy [REDACTED]
Subject: [EXTERNAL]
Attachments: PIF 24 May - Venice Framework Agreement.docx

Jimmy and Ed,

Latest. I am available to speak whenever you need.

All the best,

Michael

Michael Klein
M. Klein and Company
Churchill Capital
640 Fifth Avenue
New York, NY 10019

(O) [REDACTED]
(C) [REDACTED]
(M) [REDACTED]

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FRAMEWORK AGREEMENT

This Framework Agreement (this "**Agreement**") is entered into as of the [] day of May, 2023 (the "**Effective Date**") by and among the PUBLIC INVESTMENT FUND OF THE KINGDOM OF SAUDI ARABIA ("**PIF**"), PGA TOUR, INC. ("**PGA TOUR**"), and DP WORLD TOUR ("**DP World Tour**") and collectively with the PGA TOUR and PIF, the "**Parties**").

WHEREAS, the Parties share a common goal of creating a global golf partnership and of growing and promoting the game of golf globally, ending divisions and unifying the game of golf for the benefit of all of their stakeholders, including players, sponsors and fans of the game worldwide;

WHEREAS, the Parties have engaged in constructive discussions in furtherance of their common goal and have determined that it is in their mutual best interest to enter into a long-term strategic partnership on the terms set out in this Agreement with the mutual goal of benefiting all stakeholders and deriving significant mutual strategic and financial value for the Parties; and

WHEREAS, the Parties desire to establish the contours for their long-term strategic partnership to grow, promote and unify the game of golf globally.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows. Except for the matters set forth in Paragraph 5 below, which are legally binding effective upon the execution of this Agreement, the following terms are non-binding pending the execution of definitive agreements ("**Definitive Agreements**"), which the Parties agree to negotiate in good faith consistent with the terms of this Agreement.

1. **PIF-PGA TOUR-DP World Tour Partnership in Global Golf Under One Umbrella.** PIF, the PGA TOUR and the DP World Tour will establish a partnership (the "**Partnership**") in global golf. Pursuant to this Partnership, the existing and future commercial investments and assets of PIF and the PGA TOUR related to the game of golf will be combined under one umbrella, NewCo (as defined below), an entity collectively held. The Parties will cooperate in good faith and agree on Definitive Agreements to effectuate this Partnership, including a financial investment from PIF as well as agreements to move PIF's and the PGA TOUR's existing and future golf-related investments and commercial assets, including LIV Golf Inc. ("**LIV**")¹, under one roof.

To effectuate this Partnership, the PGA TOUR will establish a for-profit LLC ("**NewCo**") and contribute all of the PGA TOUR's commercial businesses/rights (including contracts/agreements and equity interests, but excluding specified non-operational assets such as player retirement plans and corporate reserves) into NewCo in exchange for majority equity ownership of NewCo consistent with the fair value of the businesses transferred, and PIF will contribute their golf-related investments and assets, including LIV and PIF's investment in the Asian tour, to NewCo along with a significant cash investment, in exchange for the issuance to PIF of a minority equity ownership interest in NewCo consistent with the fair value of the businesses transferred. Following the contribution of assets into NewCo, NewCo shall assume all of the liabilities and obligations of the contributed assets. In addition, the PIF will make a significant cash investment in NewCo for an incremental ownership in order to fund the growth of NewCo which will include a right of first refusal on capital raised by NewCo and an initial option of at least [x] percent of NewCo at fair market value. The PGA TOUR parent organization will retain regulatory oversight of the game of golf (e.g., sanctioning of events, setting of

¹ NTD: PIF has no relationship with the Asian Tour. LIV has executed a sanctioning agreement with the Asian Tour which will be transferred under one roof (as a LIV-related contract) as contemplated herein.

competition rules, and managing inside the ropes) but will conduct its commercial businesses through NewCo. PIF and the PGA TOUR will cooperate in good faith and agree on the economics, valuation and governance terms for NewCo and PIF's investment in NewCo, which will include customary minority protections and standard governance terms for a minority investment (including veto/ consent rights and preemptive rights for PIF in the event of a future capital raise by NewCo and customary drag/tag rights and transfer restrictions). NewCo Board composition shall reflect ownership percentage; Chairman of the Board of the NewCo [to be appointed by PIF]; Chief Executive Officer of the NewCo to be appointed by PGA TOUR. The Parties shall ensure that each is provided reciprocal access to all information reasonably necessary to evaluate and assess their respective contribution to and investment in the NewCo. Except as set forth in Paragraphs 5 and 9 below, a binding agreement with respect to the Partnership and the NewCo would result only from the execution and delivery of the Definitive Agreements by the Parties. This Agreement shall terminate upon the earlier of (i) the entry by the Parties into the Definitive Agreements; and (ii) [], 2023 if Parties fail to enter into the Definitive Agreements by such date unless extended by mutual consent of the Parties. NewCo will implement a plan to grow the combined commercial businesses and drive financial returns for the shareholders, including through targeted mergers and acquisitions to globalize the sport, redesigning the commercial business to drive greater fan engagement, and accelerating certain PGA TOUR growth initiatives already underway. The Parties will ensure that each is provided reciprocal access to all information reasonably necessary to evaluate and assess their respective contribution to and investment in the Partnership and the NewCo.

2. **Transition Committee.** To help facilitate a smooth management transition, a committee will be established to coordinate and manage communications between PIF, LIV and the PGA TOUR. Such committee will be co-chaired by Chairman of the PGA TOUR Policy Board Ed Herlihy and [to be named by PIF]. The remaining members of the committee shall comprise of PGA TOUR Policy Board member Jimmy Dunne and [to be named by PIF].

3. **PGA TOUR / DP World Tour and LIV to Co-Exist.** Subject to execution of the Definitive Agreements, (a) the PGA TOUR as manager will undertake a full and objective empirical data-driven evaluation of LIV and its prospects and potential and will make a good faith assessment of the benefits of team golf in general, and PIF, the PGA TOUR and the DP World Tour will work together in an effort to determine how best to integrate team golf into PGA TOUR and DP World Tour events going forward, and the PGA TOUR will be provided access to all information requested to facilitate this evaluation and assessment, including operational and financial information regarding LIV and all other information relevant to its managerial duties, (b) PIF, the PGA TOUR and the DP World Tour will further cooperate in good faith with respect to matters such as events scheduling, marketing and media rights, and (c) the Parties will cooperate in good faith and use best efforts to secure [OWGR] recognition for LIV events and players, including retrospective recognition for LIV 2022 and 2023 events.

4. **Player Status.** Subject to execution of the Definitive Agreements, PIF, the PGA TOUR and the DP World Tour will work cooperatively and in good faith to establish a fair and objective process for any players who desire to re-apply for membership with the PGA TOUR or the DP World Tour following the completion of the 2023 season and for determining fair criteria and terms of re-admission consistent with each Tour's disciplinary policies.

5. **Settlement of Disputes; Non-Solicitation.**

a. **Settlement of Litigation.** Within five (5) days following the execution of this Agreement, the Parties will (and will ensure that any of their affiliates (including LIV) and their affiliates' applicable members will) voluntarily dismiss with prejudice any pending litigation,

arbitration and similar actions related to the pending disputes among LIV and the PGA TOUR and DP World Tour, including the cases captioned *Jones v. PGA Tour, Inc.*, 5:22-cv-04486 (N.D. Cal) and *In the matter of a reference under the DP World Tour members' general regulations handbook 2022 before a panel appointed under regulation F(ii)(3)(d)*, Case No. SR/165/2022 (Apr. 3, 2023), and will enter into a customary settlement agreement to dismiss such actions with prejudice and mutually release each other for related claims.

b. **Non-Solicitation.** From and after the date of this Agreement, PIF agrees that it will not, and will cause its affiliates (including LIV, but not including for these purposes the Asian Tour or the MENA Tour to the extent PIF does not control these entities) and other representatives on its behalf not to, directly or indirectly, enter into any contract, agreement or understanding with, solicit, or recruit any players who are members of the PGA TOUR or the European Tour to become members of LIV or any other golf league or to participate in golf events hosted by any other golf league, or to terminate their membership with the PGA TOUR or the European Tour, as applicable.

6. **Other Sponsorships and Investments by PIF.** Subject to execution of the Definitive Agreements, (a) PIF or its designee(s) will make a financial investment to become a premier corporate sponsor (i.e., at one of the highest levels of sponsorship offered by the PGA TOUR, DP World Tour and other applicable international tours) of the PGA TOUR, DP World Tour and other international tours, (b) PIF, the PGA TOUR and the DP World Tour will work together collaboratively to identify a high profile event for which PIF or its designee(s) will make a financial investment to serve as title sponsor, (c) PIF, the PGA TOUR and the DP World Tour will also cooperate in good faith and mutually agree on the terms for PIF to make a financial investment to support socially responsible causes that encourage the growth of the game of golf on a global basis, such as Saudi Golf's Let It Fly youth program and The First Tee and (d) the Parties will establish a process to review grants submitted by the industry and such grants would be awarded under the umbrella of this Partnership by a team jointly appointed by PIF, the PGA TOUR and the DP World Tour.

7. **PIF Representation on PGA TOUR Policy Board.** In connection with the long-term strategic partnership between PIF and the PGA TOUR, the Definitive Agreements will provide that one representative of PIF to be mutually determined by PIF and the PGA TOUR will be appointed to the PGA TOUR Policy Board. Such representative of PIF will be selected by PIF with consent by the PGA TOUR, not to be unreasonably withheld or delayed.

8. **Confidentiality; Press Release.** Each Party agrees that all communications and other materials relating to this Agreement (including the terms of this Agreement) and Definitive Agreements and any other confidential information of any other Party provided hereunder will be kept confidential. The Parties will issue a joint press release with respect to the matters contemplated by this Agreement in a form mutually agreed, and will cooperate in good faith with respect to public messaging to be communicated following the announcement.

IN WITNESS WHEREOF, the Parties have executed this Framework Agreement as of the date first written above.

PGA TOUR, INC.

**PUBLIC INVESTMENT FUND OF THE
KINGDOM OF SAUDI ARABIA**

By: _____
Name: Jay Monahan
Title: Commissioner

By: _____
Name: His Excellency Yasir Al-Rumayyan
Title: Governor

DP WORLD TOUR

By: _____
Name: Keith Pelley
Title: Chief Executive

From: Herlihy, Edward D. [REDACTED]
Sent: 5/25/2023 12:08:24 PM
To: Klein, Michael S. ([REDACTED]) [REDACTED]
CC: Dunne III, Jimmy [REDACTED]
Subject: [EXTERNAL]
Attachments: Side Letter.DOCX; Framework Agreement (PGA Draft 5.25).DOCX; Framework Agreement Redline (2).pdf

Michael,

Attached are the documents reflecting our conversation this morning. As you know, both Jimmy and I are out of touch. Our view is that these are basically in execution form and ready to go.

Thanks for everything. Really appreciate it.

Best,
Ed

=====
Please be advised that this transmittal may be a confidential attorney-client communication or may otherwise be privileged or confidential. If you are not the intended recipient, please do not read, copy or re-transmit this communication. If you have received this communication in error, please notify us by e-mail ([REDACTED]) or by telephone (call us collect at 2 [REDACTED]) and delete this message and any attachments.

Thank you in advance for your cooperation and assistance.
=====

CONFIDENTIAL

May [], 2023

PGA TOUR, Inc.
112 PGA Tour Blvd.
Ponte Vedra Beach, FL 32082
Attention: Jay Monahan, Commissioner

DP World Tour
Wentworth Drive
Virginia Water
Surrey, GU25 4LX
Attention: Keith Pelley
Chief Executive

Re: Side Letter to Framework Agreement

Reference is made to the Framework Agreement (the "**Framework Agreement**") dated as of the date hereof, by and among the PUBLIC INVESTMENT FUND OF THE KINGDOM OF SAUDI ARABIA ("**PIF**"), PGA TOUR, INC. ("**PGA TOUR**"), and DP WORLD TOUR ("**DP World Tour**") and collectively with the PGA TOUR and PIF, the "**Parties**").

In connection with the execution of the Framework Agreement, the Parties hereby agree that the services provided by Greg Norman and Performance54 to LIV will cease immediately upon the management transition to the PGA TOUR contemplated by the Framework Agreement.

Please indicate your understanding and agreement with the foregoing by signing a copy of this letter agreement where indicated below.

Sincerely,

**PUBLIC INVESTMENT FUND OF THE
KINGDOM OF SAUDI ARABIA**

By: _____
Name: His Excellency Yasir Al-Rumayyan
Title: Governor

Acknowledged and agreed,

PGA TOUR, INC.

By: _____
Name: Jay Monahan
Title: Commissioner

DP WORLD TOUR

By: _____
Name: Keith Pelley
Title: Chief Executive

FRAMEWORK AGREEMENT

This Framework Agreement (this “**Agreement**”) is entered into as of the [] day of May, 2023 (the “**Effective Date**”) by and among the PUBLIC INVESTMENT FUND OF THE KINGDOM OF SAUDI ARABIA (“**PIF**”), PGA TOUR, INC. (“**PGA TOUR**”), and DP WORLD TOUR (“**DP World Tour**”) and collectively with the PGA TOUR and PIF, the “**Parties**”).

WHEREAS, the Parties share a common goal of creating a global golf partnership and of growing and promoting the game of golf globally, ending divisions and unifying the game of golf for the benefit of all of their stakeholders, including players, sponsors and fans of the game worldwide;

WHEREAS, the Parties have engaged in constructive discussions in furtherance of their common goal and have determined that it is in their mutual best interest to enter into a long-term strategic partnership on the terms set out in this Agreement with the mutual goal of benefiting all stakeholders and deriving significant mutual strategic and financial value for the Parties; and

WHEREAS, the Parties desire to establish the contours for their long-term strategic partnership to grow, promote and unify the game of golf globally.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows. Except for the matters set forth in Paragraph 6 below, which are legally binding effective upon the execution of this Agreement, the following terms are non-binding pending the execution of definitive agreements (“**Definitive Agreements**”), which the Parties agree to negotiate in good faith consistent with the terms of this Agreement.

1. **PIF-PGA TOUR-DP World Tour Partnership in Global Golf Under One Umbrella.** PIF, the PGA TOUR and the DP World Tour will establish a partnership (the “**Partnership**”) in global golf. Pursuant to this Partnership, the existing and future commercial investments and assets of PIF and the PGA TOUR related to the game of golf will be combined under one umbrella, NewCo (as defined below), an entity collectively held. The Parties will cooperate in good faith and agree on Definitive Agreements to effectuate this Partnership, including a financial investment from PIF as well as agreements to move PIF’s and the PGA TOUR’s existing and future golf-related investments and commercial assets, including LIV Golf Inc. (“**LIV**”), under one roof in an entity (NewCo) controlled by the PGA TOUR.

To effectuate this Partnership, the PGA TOUR will establish a for-profit LLC (“**NewCo**”) and contribute all of the PGA TOUR’s commercial businesses/rights (including contracts/agreements and equity interests, but excluding specified non-operational assets such as player retirement plans and corporate reserves) into NewCo in exchange for majority equity ownership of NewCo at a fair value mutually agreed by the parties, and PIF will contribute their golf-related investments and assets, including LIV, to NewCo along with a significant cash investment, in exchange for the issuance to PIF of a minority equity ownership interest in NewCo at a fair value mutually agreed by the parties. Following the contribution of assets into NewCo, NewCo shall assume all of the liabilities and obligations of the contributed assets, provided that each party’s contributed businesses will be valued in their totality, taking into account all liabilities, commitments and obligations made or incurred by the respective prior owners, including in respect of player contracts and other working capital and operating expenses. In addition, the PIF will make a significant cash investment in NewCo for an incremental ownership in order to fund the growth of NewCo which will include a right of first refusal on capital raised by NewCo, provided that, for the avoidance of doubt, the PGA TOUR will at all times maintain a majority and controlling equity ownership interest in NewCo and PIF will continue to hold

a minority equity ownership interest, notwithstanding any incremental investment by PIF or exercise of its right of first refusal. The PGA TOUR parent organization will retain regulatory oversight of the game of golf (e.g., sanctioning of events, setting of competition rules, and managing inside the ropes) but will conduct its commercial businesses through NewCo. PIF and the PGA TOUR will cooperate in good faith and agree on the economics, valuation and governance terms for NewCo and PIF's investment in NewCo, which will include customary minority protections and standard governance terms for a minority investment (including veto/consent rights (subject to Paragraph 4) and preemptive rights for PIF in the event of a future capital raise by NewCo and customary drag/tag rights and transfer restrictions). NewCo Board composition shall reflect ownership percentage (with all Board designees to be mutually agreed by the PGA TOUR and PIF); and Commissioner Jay Monahan shall be Chief Executive Officer of NewCo. The NewCo Board will include an Executive Committee comprised of Commissioner Monahan, PGA TOUR Policy Board Chairman Ed Herlihy, PIF Governor His Excellency Yasir Al-Rumayyan, and PGA TOUR Policy Board member Jimmy Dunne. The Parties shall ensure that each is provided reciprocal access to all information reasonably necessary to evaluate and assess their respective contribution to and investment in the NewCo. Except as set forth in Paragraph 6 below, a binding agreement with respect to the Partnership and NewCo would result only from the execution and delivery of the Definitive Agreements by the Parties. The Parties will work in good faith to enter into the Definitive Agreements as expeditiously as possible. NewCo will implement a plan to grow the combined commercial businesses and drive financial returns for the shareholders, including through targeted mergers and acquisitions to globalize the sport, redesigning the commercial business to drive greater fan engagement, and accelerating certain PGA TOUR growth initiatives already underway. The Parties will ensure that each is provided reciprocal access to all information reasonably necessary to evaluate and assess their respective contribution to and investment in the Partnership and the NewCo.

2. **NewCo Will Be the Entity for Professional Golf; PGA TOUR Will Be the Manager for Professional Golf.** Subject to execution of the Definitive Agreements, (a) NewCo will name PGA TOUR as manager for all of the PGA TOUR's and PIF's golf-related commercial businesses and investments, including LIV, and provide PGA TOUR all information/materials necessary to execute such role, and PIF will provide all working capital/funding required to operate LIV, (b) the employees and personnel of LIV will report to Commissioner Monahan, and the PGA TOUR, as manager, will have full decision making authority with respect to all strategic and operational matters related to LIV, and (c) PIF and the PGA TOUR will cooperate in good faith and agree on a fair management fee to be paid to the PGA TOUR for its management services, commencing with the remainder of the 2023 season, and will enter into such documentation reasonably necessary to give effect to this management arrangement. For the avoidance of doubt, no management fee will be charged on capital committed by PIF.

3. **Transition Committee.** To help facilitate a smooth management transition, a committee will be established to coordinate and manage communications between PIF, LIV and the PGA TOUR. Such committee will be co-chaired by Chairman of the PGA TOUR Policy Board Ed Herlihy and [to be named by PIF]. The remaining members of the committee shall comprise of PGA TOUR Policy Board member Jimmy Dunne and [to be named by PIF].

4. **PGA TOUR / DP World Tour and LIV to Co-Exist.** Subject to execution of the Definitive Agreements, (a) the PGA TOUR as manager will undertake a full and objective empirical data-driven evaluation of LIV and its prospects and potential and will make a good faith assessment of the benefits of team golf in general, and PIF, the PGA TOUR and the DP World Tour will work together in an effort to determine how best to integrate team golf into PGA TOUR and DP World Tour events going forward, and NewCo will be provided access to all information requested to facilitate this evaluation and assessment, including operational and financial information regarding all Tours and all

other relevant information, so that the NewCo Board, acting upon the recommendation of its Chief Executive Officer Commissioner Monahan, will determine the ongoing plan and strategy regarding all Tour operations, which determination, for the avoidance of doubt, will be made by the NewCo Board acting upon the recommendation of Commissioner Monahan and will not be subject to any veto or consent rights of PIF, (b) PIF, the PGA TOUR and the DP World Tour will further cooperate in good faith with respect to matters such as events scheduling, marketing and media rights, and (c) the Parties will cooperate in good faith and use best efforts to secure OWGR recognition for LIV events and players under OWGR's criteria for considering LIV's pending application.

5. **Player Status.** Subject to execution of the Definitive Agreements, PIF, the PGA TOUR and the DP World Tour will work cooperatively and in good faith to establish a fair and objective process for any players who desire to re-apply for membership with the PGA TOUR or the DP World Tour following the completion of the 2023 season and for determining fair criteria and terms of re-admission consistent with each Tour's disciplinary policies.

6. **Settlement of Disputes; Non-Solicitation.**

a. **Settlement of Litigation.** Within five (5) days following the execution of this Agreement, the Parties will (and will ensure that any of their affiliates (including LIV) and their affiliates' applicable members will) voluntarily dismiss with prejudice any pending litigation, arbitration and similar actions related to the pending disputes among LIV and the PGA TOUR and DP World Tour, including the cases captioned *Jones v. PGA Tour, Inc.*, 5:22-cv-04486 (N.D. Cal) and *In the matter of a reference under the DP World Tour members' general regulations handbook 2022 before a panel appointed under regulation F(ii)(3)(d)*, Case No. SR/165/2022 (Apr. 3, 2023), and will enter into a customary settlement agreement to dismiss such actions with prejudice and mutually release each other for related claims.

b. **Non-Solicitation.** From and after the date of this Agreement, PIF agrees that it will not, and will cause its affiliates (including LIV, but not including for these purposes the Asian Tour or the MENA Tour to the extent PIF does not control these entities) and other representatives on its behalf not to, directly or indirectly, enter into any contract, agreement or understanding with, solicit, or recruit any players who are members of the PGA TOUR or the DP World Tour to become members of LIV or any other golf league or to participate in golf events hosted by any other golf league, or to terminate their membership with the PGA TOUR or the DP World Tour, as applicable.

7. **Other Sponsorships and Investments by PIF.** Subject to execution of the Definitive Agreements, (a) PIF or its designee(s) will make a financial investment to become a premier corporate sponsor (i.e., at one of the highest levels of sponsorship offered by the PGA TOUR, DP World Tour and other applicable international tours) of the PGA TOUR, DP World Tour and other international tours, (b) PIF, the PGA TOUR and the DP World Tour will work together collaboratively to identify a high profile event for which PIF or its designee(s) will make a financial investment to serve as title sponsor, (c) PIF, the PGA TOUR and the DP World Tour will also cooperate in good faith and mutually agree on the terms for PIF to make a financial investment to support socially responsible causes that encourage the growth of the game of golf on a global basis, such as Saudi Golf's Let It Fly youth program and The First Tee and (d) the Parties will establish a process to review grants submitted by the industry and such grants would be awarded under the umbrella of this Partnership by a team jointly appointed by PIF, the PGA TOUR and the DP World Tour.

8. **PIF Representation on PGA TOUR Policy Board.** In connection with the long-term strategic partnership between PIF and the PGA TOUR, the Definitive Agreements will provide that one

representative of PIF to be mutually determined by PIF and the PGA TOUR will be appointed to the PGA TOUR Policy Board.

9. **Confidentiality; Press Release.** Each Party agrees that all communications and other materials relating to this Agreement (including the terms of this Agreement) and Definitive Agreements and any other confidential information of any other Party provided hereunder will be kept confidential. The Parties will issue a joint press release with respect to the matters contemplated by this Agreement in a form mutually agreed, and will cooperate in good faith with respect to public messaging to be communicated following the announcement.

IN WITNESS WHEREOF, the Parties have executed this Framework Agreement as of the date first written above.

PGA TOUR, INC.

**PUBLIC INVESTMENT FUND OF THE
KINGDOM OF SAUDI ARABIA**

By: _____
Name: Jay Monahan
Title: Commissioner

By: _____
Name: His Excellency Yasir Al-Rumayyan
Title: Governor

DP WORLD TOUR

By: _____
Name: Keith Pelley
Title: Chief Executive

FRAMEWORK AGREEMENT

This Framework Agreement (this “**Agreement**”) is entered into as of the [] day of May, 2023 (the “**Effective Date**”) by and among the PUBLIC INVESTMENT FUND OF THE KINGDOM OF SAUDI ARABIA (“**PIF**”), PGA TOUR, INC. (“**PGA TOUR**”), and DP WORLD TOUR (“**DP World Tour**” and collectively with the PGA TOUR and PIF, the “**Parties**”).

WHEREAS, the Parties share a common goal of creating a global golf partnership and of growing and promoting the game of golf globally, ending divisions and unifying the game of golf for the benefit of all of their stakeholders, including players, sponsors and fans of the game worldwide;

WHEREAS, the Parties have engaged in constructive discussions in furtherance of their common goal and have determined that it is in their mutual best interest to enter into a long-term strategic partnership on the terms set out in this Agreement with the mutual goal of benefiting all stakeholders and deriving significant mutual strategic and financial value for the Parties; and

WHEREAS, the Parties desire to establish the contours for their long-term strategic partnership to grow, promote and unify the game of golf globally.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows. Except for the matters set forth in Paragraph 6 below, which are legally binding effective upon the execution of this Agreement, the following terms are non-binding pending the execution of definitive agreements (“**Definitive Agreements**”), which the Parties agree to negotiate in good faith consistent with the terms of this Agreement.

1. **PIF-PGA TOUR-DP World Tour Partnership in Global Golf Under One Umbrella.** PIF, the PGA TOUR and the DP World Tour will establish a partnership (the “**Partnership**”) in global golf. Pursuant to this Partnership, the existing and future commercial investments and assets of PIF and the PGA TOUR related to the game of golf will be combined under one umbrella, NewCo (as defined below), an entity collectively held. The Parties will cooperate in good faith and agree on Definitive Agreements to effectuate this Partnership, including a financial investment from PIF as well as agreements to move PIF’s and the PGA TOUR’s existing and future golf-related investments and commercial assets, including LIV Golf Inc. (“**LIV**”), under one roof in an entity (NewCo) controlled by the PGA TOUR.

To effectuate this Partnership, the PGA TOUR will establish a for-profit LLC (“**NewCo**”) and contribute all of the PGA TOUR’s commercial businesses/rights (including contracts/agreements and equity interests, but excluding specified non-operational assets such as player retirement plans and corporate reserves) into NewCo in exchange for majority equity ownership of NewCo at a fair value mutually agreed by the parties, and PIF will contribute their golf-related investments and assets, including LIV, to NewCo along with a significant cash investment, in exchange for the issuance to PIF of a minority equity ownership interest in NewCo at a fair value mutually agreed by the parties. Following the contribution of assets into NewCo, NewCo shall assume all of the liabilities and obligations of the contributed assets, provided that each party’s contributed businesses will be valued in their totality, taking into account all liabilities, commitments and obligations of LIV made or incurred by the respective prior owners, including in respect of player contracts and other working capital and operating expenses, will be fully funded by PIF through a separate cash infusion to NewCo. In addition, the PIF will make a significant cash investment in NewCo for an incremental ownership in order to fund the growth of NewCo which will include a right of first refusal on capital raised by NewCo, provided that, for the avoidance of doubt, the PGA TOUR will at

all times maintain a majority and controlling equity ownership interest in NewCo and PIF will continue to hold a minority equity ownership interest, notwithstanding any incremental investment by PIF or exercise of its right of first refusal. The PGA TOUR parent organization will retain regulatory oversight of the game of golf (e.g., sanctioning of events, setting of competition rules, and managing inside the ropes) but will conduct its commercial businesses through NewCo. PIF and the PGA TOUR will cooperate in good faith and agree on the economics, valuation and governance terms for NewCo and PIF's investment in NewCo, which will include customary minority protections and standard governance terms for a minority investment (including veto/consent rights (subject to Paragraph 4) and preemptive rights for PIF in the event of a future capital raise by NewCo and customary drag/tag rights and transfer restrictions). NewCo Board composition shall reflect ownership percentage (with ~~PIF~~ Board designees to be selected by PIF with consent mutually agreed by the PGA TOUR, ~~not to be unreasonably withheld or delayed~~); Chairman of the Board of NewCo to be appointed by the PGA TOUR and PIF); and Commissioner Jay Monahan ~~to~~ shall be Chief Executive Officer of NewCo. The NewCo Board will include an Executive Committee comprised of Commissioner Monahan, PGA TOUR Policy Board Chairman Ed Herlihy, PIF Governor His Excellency Yasir Al-Rumayyan, and PGA TOUR Policy Board member Jimmy Dunne. The Parties shall ensure that each is provided reciprocal access to all information reasonably necessary to evaluate and assess their respective contribution to and investment in the NewCo. Except as set forth in Paragraph 6 below, a binding agreement with respect to the Partnership and NewCo would result only from the execution and delivery of the Definitive Agreements by the Parties. The Parties will work in good faith to enter into the Definitive Agreements as expeditiously as possible.⁴ NewCo will implement a plan to grow the combined commercial businesses and drive financial returns for the shareholders, including through targeted mergers and acquisitions to globalize the sport, redesigning the commercial business to drive greater fan engagement, and accelerating certain PGA TOUR growth initiatives already underway. The Parties will ensure that each is provided reciprocal access to all information reasonably necessary to evaluate and assess their respective contribution to and investment in the Partnership and the NewCo.

2. **PGA TOUR Manager NewCo Will Be the Entity for Professional Golf on Behalf of PIF; PGA TOUR Will Be the Manager for Professional Golf.** Subject to execution of the Definitive Agreements, (a) ~~PIF~~NewCo will name PGA TOUR as manager for all of the PGA TOUR's and PIF's golf-related commercial businesses and investments, including LIV, and provide PGA TOUR all information/materials necessary to execute such role, and PIF will provide all working capital/funding required to operate LIV, (b) the employees and personnel of LIV will report to Commissioner Monahan, and the PGA TOUR, as manager, will have full decision making authority with respect to all strategic and operational matters related to LIV, and (c) PIF and the PGA TOUR will cooperate in good faith and agree on a fair management fee to be paid to the PGA TOUR for its management services, commencing with the remainder of the 2023 season, and will enter into such documentation reasonably necessary to give effect to this management arrangement. For the avoidance of doubt, no management fee will be charged on capital committed by PIF.

3. **Transition Committee.** To help facilitate a smooth management transition, a committee will be established to coordinate and manage communications between PIF, LIV and the PGA TOUR. Such committee will be co-chaired by Chairman of the PGA TOUR Policy Board Ed Herlihy and [to be named by PIF]. The remaining members of the committee shall comprise of PGA TOUR Policy Board member Jimmy Dunne and [to be named by PIF].

⁴ Note: Deleted the drop-dead date since this Agreement is non-binding in any case, but we are aligned in working as quickly as possible to finalize Definitive Agreements.

4. **PGA TOUR / DP World Tour and LIV to Co-Exist.** Subject to execution of the Definitive Agreements, (a) the PGA TOUR as manager will undertake a full and objective empirical data-driven evaluation of LIV and its prospects and potential and will make a good faith assessment of the benefits of team golf in general, and PIF, the PGA TOUR and the DP World Tour will work together in an effort to determine how best to integrate team golf into PGA TOUR and DP World Tour events going forward, and the PGA TOUR NewCo will be provided access to all information requested to facilitate this evaluation and assessment, including operational and financial information regarding LIV all Tours and all other relevant information relevant to its managerial duties, so that the NewCo Board, acting upon the recommendation of its Chief Executive Officer Commissioner Monahan can make a final determination as to the long-term status and viability of LIV (it being agreed that LIV's operations will not be terminated by the PGA TOUR prior to the conclusion of the 2023 season), will determine the ongoing plan and strategy regarding all Tour operations, which determination, for the avoidance of doubt, will be made by the NewCo Board acting upon the recommendation of Commissioner Monahan and will not be subject to any veto or consent rights of PIF, (b) PIF, the PGA TOUR and the DP World Tour will further cooperate in good faith with respect to matters such as events scheduling, marketing and media rights, and (c) the Parties will cooperate in good faith and use best efforts to engage with the secure OWGR regarding recognition for LIV events and players under OWGR's criteria for considering LIV's pending application.

5. **Player Status.** Subject to execution of the Definitive Agreements, PIF, the PGA TOUR and the DP World Tour will work cooperatively and in good faith to establish a fair and objective process for any players who desire to re-apply for membership with the PGA TOUR or the DP World Tour following the completion of the 2023 season and for determining fair criteria and terms of re-admission consistent with each Tour's disciplinary policies.

6. **Settlement of Disputes; Non-Solicitation.**

a. **Settlement of Litigation.** Within five (5) days following the execution of this Agreement, the Parties will (and will ensure that any of their affiliates (including LIV) and their affiliates' applicable members will) voluntarily dismiss with prejudice any pending litigation, arbitration and similar actions related to the pending disputes among LIV and the PGA TOUR and DP World Tour, including the cases captioned *Jones v. PGA Tour, Inc.*, 5:22-cv-04486 (N.D. Cal) and *In the matter of a reference under the DP World Tour members' general regulations handbook 2022 before a panel appointed under regulation F(ii)(3)(d)*, Case No. SR/165/2022 (Apr. 3, 2023), and will enter into a customary settlement agreement to dismiss such actions with prejudice and mutually release each other for related claims.

b. **Non-Solicitation.** From and after the date of this Agreement, PIF agrees that it will not, and will cause its affiliates (including LIV, but not including for these purposes the Asian Tour or the MENA Tour to the extent PIF does not control these entities) and other representatives on its behalf not to, directly or indirectly, enter into any contract, agreement or understanding with, solicit, or recruit any players who are members of the PGA TOUR or the DP World Tour to become members of LIV or any other golf league or to participate in golf events hosted by any other golf league, or to terminate their membership with the PGA TOUR or the DP World Tour, as applicable.

7. **Other Sponsorships and Investments by PIF.** Subject to execution of the Definitive Agreements, (a) PIF or its designee(s) will make a financial investment to become a premier corporate sponsor (i.e., at one of the highest levels of sponsorship offered by the PGA TOUR, DP World Tour and other applicable international tours) of the PGA TOUR, DP World Tour and other international tours, (b) PIF, the PGA TOUR and the DP World Tour will work together collaboratively to identify a high profile event for which PIF or its designee(s) will make a financial

investment to serve as title sponsor, (c) PIF, the PGA TOUR and the DP World Tour will also cooperate in good faith and mutually agree on the terms for PIF to make a financial investment to support socially responsible causes that encourage the growth of the game of golf on a global basis, such as Saudi Golf's Let It Fly youth program and The First Tee and (d) the Parties will establish a process to review grants submitted by the industry and such grants would be awarded under the umbrella of this Partnership by a team jointly appointed by PIF, the PGA TOUR and the DP World Tour.

8. **PIF Representation on PGA TOUR Policy Board.** In connection with the long-term strategic partnership between PIF and the PGA TOUR, the Definitive Agreements will provide that one representative of PIF to be mutually determined by PIF and the PGA TOUR will be appointed to the PGA TOUR Policy Board. ~~Such representative of PIF will be selected by PIF with consent by the PGA TOUR, not to be unreasonably withheld or delayed.~~

9. **Confidentiality; Press Release.** Each Party agrees that all communications and other materials relating to this Agreement (including the terms of this Agreement) and Definitive Agreements and any other confidential information of any other Party provided hereunder will be kept confidential. The Parties will issue a joint press release with respect to the matters contemplated by this Agreement in a form mutually agreed, and will cooperate in good faith with respect to public messaging to be communicated following the announcement.

--

IN WITNESS WHEREOF, the Parties have executed this Framework Agreement as of the date first written above.

PGA TOUR, INC.

**PUBLIC INVESTMENT FUND OF THE
KINGDOM OF SAUDI ARABIA**

By: _____
Name: Jay Monahan
Title: Commissioner

By: _____
Name: His Excellency Yasir Al-Rumayyan
Title: Governor

DP WORLD TOUR

By: _____
Name: Keith Pelley
Title: Chief Executive

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From: Mohannad S. Ablehed [REDACTED]
Sent: 5/29/2023 11:31:16 PM
To: [REDACTED]; Dunne III, Jimmy [REDACTED]
CC: Michael Klein [REDACTED]
Subject: Latest redline on FA [EXTERNAL]
Attachments: Redline 29 May Framework Agreement.docx; Redline 29 May Framework Agreement.pdf

Ed and Jimmy,

Thanks a lot for your time. Please find attached as discussed.

Best regards,
Mohannad

Disclaimer Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information or otherwise protected by law. If you are not the intended recipient, you are notified that any unauthorized review, use, disclosure or distribution is strictly prohibited. Please notify the sender by replying to this email and destroy all copies of the original message. Statements and opinions expressed in this Email are those of the sender, and do not necessarily reflect those of the Public Investment Fund (PIF).
تنبيه بإخلاء المسؤولية: هذه الرسالة ومرفقاتها معدة لاستخدام المرسل إليه المقصود، فإنه يُمنع منعاً باتاً عرض أو نشر أو أي استخدام بالرسالة فقط وقد تحتوي على معلومات سرية أو محمية قانونياً إن لم تكن الشخص المقصود، فإنه يُمنع منعاً باتاً عرض أو نشر أو أي استخدام غير مصرح به للمحتوى نرجو إخطار المرسل عن طريق الرد على هذا البريد الإلكتروني وإتلاف جميع النسخ الموجودة لديك تُعد التصريحات والآراء المذكورة في الرسالة خاصة بالمرسل ولا تمثل بالضرورة رأي صندوق الاستثمارات العامة

FRAMEWORK AGREEMENT

This Framework Agreement (this “**Agreement**”) is entered into as of the [] day of May, 2023 (the “**Effective Date**”) by and among the PUBLIC INVESTMENT FUND OF THE KINGDOM OF SAUDI ARABIA (“**PIF**”), PGA TOUR, INC. (“**PGA TOUR**”), and DP WORLD TOUR (“**DP World Tour**”) and collectively with the PGA TOUR and PIF, the “**Parties**”).

WHEREAS, the Parties share a common goal of creating a global golf partnership and of growing and promoting the game of golf globally, ending divisions and unifying the game of golf for the benefit of all of their stakeholders, including players, sponsors and fans of the game worldwide;

WHEREAS, the Parties have engaged in constructive discussions in furtherance of their common goal and have determined that it is in their mutual best interest to enter into a long-term strategic partnership on the terms set out in this Agreement with the mutual goal of benefiting all stakeholders and deriving significant mutual strategic and financial value for the Parties; and

WHEREAS, the Parties desire to establish the contours for their long-term strategic partnership to grow, promote and unify the game of golf globally.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows. Except for the matters set forth in ~~Paragraphs 6, 9 and 10~~ below, which are legally binding effective upon the execution of this Agreement, the following terms are non-binding pending the execution of definitive agreements ~~(the “**Definitive Agreements**”)~~, which the Parties agree to negotiate in good faith consistent with the terms of this Agreement.

1. **PIF-PGA TOUR-DP World Tour Partnership in Global Golf Under One Umbrella.** PIF, the PGA TOUR and the DP World Tour will establish a partnership ~~(the “**Partnership**”)~~ in global golf. Pursuant to this ~~Partnership~~ partnership, the existing and future commercial investments and assets of PIF, ~~DP World Tour~~ and the PGA TOUR related to the game of golf will be combined under one umbrella-NewCo (as defined below), an entity collectively held. The Parties will cooperate in good faith and agree on Definitive Agreements to effectuate this ~~Partnership~~ partnership, including a financial investment from PIF as well as agreements to move PIF’s and the PGA TOUR’s ~~and DP World Tour’s~~ existing and future golf-related investments and commercial assets, including LIV Golf Inc. ~~and its group entities (“**LIV**”)~~, under one roof in an entity controlled by ~~NewCo’s board of directors which has majority representation appointed by~~ the PGA TOUR.

To effectuate this ~~Partnership~~ partnership, the ~~PGA TOUR~~ Parties will establish a for-profit LLC (“NewCo”) and ~~ij~~ the PGA TOUR and the DP World Tour will each contribute all of the PGA TOUR’s ~~and DP World Tour’s~~ commercial businesses/rights (including contracts/agreements and equity interests, but excluding specified non-operational assets such as player retirement plans and corporate reserves into NewCo in exchange for ~~majority~~ equity ownership of NewCo at a fair value mutually agreed by the parties, and ii) PIF will contribute their golf-related investments and assets, including LIV, to NewCo along with a ~~significant~~ cash investment, in exchange for the issuance to **PIF** of a ~~minority~~ equity ownership interest in NewCo at a fair value mutually agreed by the parties. Following the contribution of assets into NewCo, NewCo shall assume all of the liabilities and obligations of the contributed assets, provided that each ~~party’s~~ Party’s contributed businesses will be valued in their totality, taking into account all liabilities, commitments, ~~contributions~~ and obligations made or incurred by the respective prior owners, including in respect of player contracts and other working capital and

operating expenses. In addition, the PIF will make a ~~significant~~ cash investment in NewCo for an incremental ownership in order to fund the growth of NewCo which will include a right of first refusal on capital raised by NewCo, provided that, for the avoidance of doubt, the PGA TOUR will at all times maintain a ~~majority and controlling equity ownership voting~~ interest in NewCo and PIF will continue to hold a ~~minority equity ownership non-controlling voting~~ interest, notwithstanding any incremental investment by PIF or exercise of its right of first refusal. The PGA TOUR parent organization will retain ~~its current level of regulatory oversight of the game of golf with respect to the assets contributed by the Parties to the PGA TOUR, where applicable~~ (e.g., sanctioning of events, setting of competition rules, and managing inside the ropes) but will conduct its commercial businesses through NewCo. PIF and the PGA TOUR will cooperate in good faith and agree on the economics, valuation and governance terms for NewCo and PIF's investment in NewCo, which will include customary ~~minority~~ protections and standard governance terms for a ~~minority investment non-controlling voting interest~~ (including veto/consent rights ~~(subject to Paragraph 4)~~ and preemptive rights for PIF in the event of a future capital raise by NewCo and customary drag/tag rights and transfer restrictions). NewCo Board composition shall reflect ownership percentage (with all Board designees to be mutually agreed by the PGA TOUR and PIF); ~~His Excellency Yasir Al-Rumayyan shall be designated as Chairman of the board of directors of NewCo; and Commissioner Jay Monahan shall be Chief Executive Officer of NewCo.~~ The NewCo Board will include an Executive Committee comprised of Commissioner Monahan, PGA TOUR Policy Board Chairman Ed Herlihy, PIF Governor His Excellency Yasir Al-Rumayyan, and PGA TOUR Policy Board member Jimmy Dunne. The Parties shall ensure that each is provided reciprocal access to all information reasonably necessary to evaluate and assess their respective contribution to and investment in the NewCo. Except as set forth in ~~Paragraph~~ Paragraphs 6, 9 and 10 below, a binding agreement with respect to ~~the Partnership and~~ NewCo would result only from the execution and delivery of the Definitive Agreements by the Parties. The Parties will work in good faith to enter into the Definitive Agreements as expeditiously as possible. NewCo will implement a plan to grow the combined commercial businesses and drive financial returns for the shareholders, including through targeted mergers and acquisitions to globalize the sport, redesigning the commercial business to drive greater fan engagement, ~~and accelerating certain PGA TOUR growth initiatives already underway and utilizing innovations from LIV.~~ The Parties will ensure that each is provided reciprocal access to all information reasonably necessary to evaluate and assess their respective contribution to and investment in ~~the Partnership and~~ the NewCo.

2. **NewCo Will Be the Entity for Professional Golf; PGA TOUR Will Be the ~~Event Competition Manager for Professional Golf NewCo~~** Subject to execution of the Definitive Agreements, (a) NewCo will name PGA TOUR, as ~~competition manager for all of the PGA TOUR's and PIF's contributed golf-related commercial businesses and investments into NewCo, including LIV,~~ and provide PGA TOUR all information/materials necessary to execute such role, and PIF will provide all working capital/funding required to operate LIV ~~through an investment into NewCo; (b) the employees and personnel of LIV will report to Commissioner Monahan, and the PGA TOUR, as manager; and b) The PGA TOUR will have full decision making authority with respect to all strategic and operational matters related to competition in respect of its contributed golf-related commercial businesses and investments into NewCo subject to any relevant customary protections LIV; and (c) PIF and the PGA TOUR~~ NewCo will cooperate in good faith and agree on a fair ~~fees~~ management fee to be paid to the PGA TOUR for its ~~competition management services, commencing with following the execution of the remainder of the 2023 season~~ Definitive Agreements, and will enter into such documentation reasonably necessary to give effect to this management arrangement. For the avoidance of doubt, no management fee will be charged on capital committed by PIF.

3. **Transition Communications Committee.** To help facilitate a smooth ~~management business~~ transition, a committee will be established to coordinate and manage communications between PIF, LIV and the PGA TOUR. Such committee will be co-chaired by Chairman of the PGA TOUR

Policy Board Ed Herlihy and [to be named by PIF]. The remaining members of the committee shall comprise ~~of~~PGA TOUR Policy Board member Jimmy Dunne and [to be named by PIF].

4. **PGA TOUR / DP World Tour and LIV to Co-Exist.** Subject to execution of the Definitive Agreements, (a) ~~the PGA TOUR as manager~~NewCo will undertake a full and objective empirical data-driven evaluation of LIV and its prospects and potential and will make a good faith assessment of the benefits of team golf in general, and PIF, the PGA TOUR and the DP World Tour will work together in an effort to determine how best to integrate team golf into PGA TOUR and DP World Tour events going forward, and NewCo will be provided access to all information requested to facilitate this evaluation and assessment, including operational and financial information regarding all Tours and all other relevant information, so that the NewCo Board, ~~acting upon with a~~ the recommendation of its Chief Executive Officer ~~Commissioner Monahan~~, will determine the ongoing plan and strategy regarding all ~~Four~~NewCo operations, which determination, for the avoidance of doubt, will be made by the NewCo Board, ~~acting upon with a~~ recommendation of ~~Commissioner Monahan its~~ Chief Executive Officer and will ~~not~~ be subject to any veto or consent rights of PIF, and (b) PIF, the PGA TOUR and the DP World Tour will further cooperate in good faith with respect to matters such as events scheduling, marketing and media rights, and (c) the Parties will cooperate in good faith and use best efforts to secure OWGR recognition for LIV events and players under OWGR's criteria for considering LIV's pending application.

5. **Player Status.** Subject to execution of the Definitive Agreements, PIF, the PGA TOUR and the DP World Tour will work cooperatively and in good faith to establish a fair and objective process for any players who desire to re-apply for membership with the PGA TOUR or the DP World Tour following the completion of the 2023 season and for determining fair criteria and terms of re-admission consistent with each Tour's disciplinary policies.

6. **Settlement of Disputes; Non-Solicitation.**

a. **Settlement of Litigation.** Within ~~[five (5)]~~TBA days] following the execution of this Agreement, the Parties will (and will ensure that any of their affiliates (including LIV) and their affiliates' applicable members will) voluntarily dismiss with prejudice any pending litigation, arbitration and similar actions related to the pending disputes among LIV and the PGA TOUR and DP World Tour, including the cases captioned *Jones v. PGA Tour, Inc.*, 5:22-cv-04486 (N.D. Cal) and *In the matter of a reference under the DP World Tour members' general regulations handbook 2022 before a panel appointed under regulation F(ii)(3)(d)*, Case No. SR/165/2022 (Apr. 3, 2023), and will enter into a customary settlement agreement to dismiss such actions with prejudice and mutually release each other for related claims. For the avoidance of doubt, in entering into this Agreement, the PIF and His Excellency Yasir Al-Rumayyan do not waive their sovereign immunity, implicitly or explicitly, and expressly reserve immunity and all jurisdictional defenses, as applicable, in all fora and jurisdictions.

b. **Non-Solicitation.** From ~~and after~~ the date of this Agreement, subject to Paragraph 10 hereof, PIF, PGA TOUR and DP World Tour each agrees that it will not, and will cause its affiliates (including LIV, but not including for these purposes the Asian Tour or the MENA Tour to the extent PIF does not control these entities) and other representatives on its behalf not to, directly or indirectly, enter into any contract, agreement or understanding with, solicit, or recruit any players who are members of the ~~PGA TOUR~~other's tour or the ~~DP World Tour~~organization to become members of ~~LIV~~their respective organizations or any other golf league or to participate in golf events hosted by any other golf league, or to terminate their membership with LIV, the PGA TOUR or the DP World Tour, as applicable.

7. **Other Sponsorships and Investments by PIF.** Subject to execution of the Definitive Agreements, (a) PIF or its designee(s) will make a financial investment to become a premier corporate sponsor (i.e., at one of the highest levels of sponsorship offered by the PGA TOUR, DP World Tour and other applicable international tours) of the PGA TOUR, DP World Tour and other international tours, (b) PIF, the PGA TOUR and the DP World Tour will work together collaboratively to identify a high profile event for which PIF or its designee(s) will make a financial investment to serve as title sponsor, (c) PIF, the PGA TOUR and the DP World Tour will also cooperate in good faith and mutually agree on the terms for PIF to make a financial investment to support socially responsible causes that encourage the growth of the game of golf on a global basis, such as ~~Saudi Golf's Golf Saudi's~~ Let It Fly youth program and The First Tee and (d) the Parties will establish a process to review grants submitted by the industry and such grants would be awarded under the umbrella of this Partnership ~~NewCo~~ by a team ~~jointly-appointed by PIF, the PGA TOUR and the DP World Tour~~ NewCo Board.

8. **PIF Representation on PGA TOUR Policy Board.** In connection with the long-term strategic partnership between PIF and the PGA TOUR, the Definitive Agreements will provide that one representative of PIF to be mutually determined by PIF and the PGA TOUR will be appointed to the PGA TOUR Policy Board ~~(initially to be His Excellency Yasir Al-Rumayyan).~~

9. **Confidentiality; Press Release.** Each Party agrees that all communications and other materials relating to this Agreement (including the terms of this Agreement) and Definitive Agreements and any other confidential information of any other Party provided hereunder will be kept confidential. The Parties will issue a joint press release with respect to the matters contemplated by this Agreement in a form ~~mutually agreed the form set forth on Exhibit A hereto~~, and will cooperate in good faith with respect to public messaging to be communicated following the announcement. ~~Each Party agrees and covenants that it will not at any time, directly or indirectly, make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the other Party their affiliates and ultimate beneficial owners or their respective businesses, directors, employees, officers, shareholders, members or advisors.~~

10. **Termination.** ~~This Agreement shall terminate upon the earlier of (i) the entry by the Parties into the Definitive Agreements; and (ii) ~~November 11th, 2023~~ if Parties fail to enter into the Definitive Agreements by such date unless extended by mutual consent of the Parties. Notwithstanding anything to the contrary in this Agreement, upon a termination of this Agreement not resulting in execution of Definitive Agreements, the parties can revert to operating their respective businesses in the state that existed pre-agreement in their discretion.~~

IN WITNESS WHEREOF, the Parties have executed this Framework Agreement as of the date first written above.

PGA TOUR, INC.

**PUBLIC INVESTMENT FUND OF THE
KINGDOM OF SAUDI ARABIA**

By: _____
Name: Jay Monahan
Title: Commissioner

By: _____
Name: His Excellency Yasir Al-Rumayyan
Title: Governor

DP WORLD TOUR

By: _____
Name: Keith Pelley
Title: Chief Executive

.....

316

Exhibit A
Press Release

FRAMEWORK AGREEMENT

This Framework Agreement (this "**Agreement**") is entered into as of the [] day of May, 2023 (the "**Effective Date**") by and among the PUBLIC INVESTMENT FUND OF THE KINGDOM OF SAUDI ARABIA ("**PIF**"), PGA TOUR, INC. ("**PGA TOUR**"), and DP WORLD TOUR ("**DP World Tour**") and collectively with the PGA TOUR and PIF, the "**Parties**").

WHEREAS, the Parties share a common goal of creating a global golf partnership and of growing and promoting the game of golf globally, ending divisions and unifying the game of golf for the benefit of all of their stakeholders, including players, sponsors and fans of the game worldwide;

WHEREAS, the Parties have engaged in constructive discussions in furtherance of their common goal and have determined that it is in their mutual best interest to enter into a long-term strategic partnership on the terms set out in this Agreement with the mutual goal of benefiting all stakeholders and deriving significant mutual strategic and financial value for the Parties; and

WHEREAS, the Parties desire to establish the contours for their long-term strategic partnership to grow, promote and unify the game of golf globally.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows. Except for the matters set forth in ~~Paragraphs 6, 9 and 10~~ below, which are legally binding effective upon the execution of this Agreement, the following terms are non-binding pending the execution of definitive agreements ("**the Definitive Agreements**"), which the Parties agree to negotiate in good faith consistent with the terms of this Agreement.

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To effectuate this ~~Partnership~~ partnership, the ~~PGA TOUR~~ Parties will establish a for-profit LLC ("**NewCo**") and ~~i) the PGA TOUR and the DP World Tour will each contribute all of the PGA TOUR's and DP World Tour's commercial businesses/rights (including contracts/agreements and equity interests, but excluding specified non-operational assets such as player retirement plans and corporate reserves into NewCo in exchange for majority equity ownership of NewCo at a fair value mutually agreed by the parties, and ii) PIF will contribute their golf-related investments and assets, including LIV, to NewCo along with a significant cash investment, in exchange for the issuance to PIF of a minority equity ownership interest in NewCo at a fair value mutually agreed by the parties. Following the contribution of assets into NewCo, NewCo shall assume all of the liabilities and obligations of the contributed assets, provided that each party's Party's contributed businesses will be valued in their totality, taking into account all liabilities, commitments, contributions and obligations made or incurred by the respective prior owners, including in respect of player contracts and other working capital and~~

operating expenses. In addition, the PIF will make a significant cash investment in NewCo for an incremental ownership in order to fund the growth of NewCo which will include a right of first refusal on capital raised by NewCo, provided that, for the avoidance of doubt, the PGA TOUR will at all times maintain a majority and controlling equity ownership voting interest in NewCo and PIF will continue to hold a minority equity ownership non-controlling voting interest, notwithstanding any incremental investment by PIF or exercise of its right of first refusal. The PGA TOUR parent organization will retain its current level of regulatory oversight of the game of golf with respect to the assets contributed by the Parties to the PGA TOUR, where applicable (e.g., sanctioning of events, setting of competition rules, and managing inside the ropes) but will conduct its commercial businesses through NewCo. PIF and the PGA TOUR will cooperate in good faith and agree on the economics, valuation and governance terms for NewCo and PIF's investment in NewCo, which will include customary minority protections and standard governance terms for a minority investment non-controlling voting interest (including veto/consent rights (subject to Paragraph 4) and preemptive rights for PIF in the event of a future capital raise by NewCo and customary drag/tag rights and transfer restrictions). NewCo Board composition shall reflect ownership percentage (with all Board designees to be mutually agreed by the PGA TOUR and PIF); His Excellency Yasir Al-Rumayyan shall be designated as Chairman of the board of directors of NewCo; and Commissioner Jay Monahan shall be Chief Executive Officer of NewCo. The NewCo Board will include an Executive Committee comprised of Commissioner Monahan, PGA TOUR Policy Board Chairman Ed Herlihy, PIF Governor His Excellency Yasir Al-Rumayyan, and PGA TOUR Policy Board member Jimmy Dunne. The Parties shall ensure that each is provided reciprocal access to all information reasonably necessary to evaluate and assess their respective contribution to and investment in the NewCo. Except as set forth in Paragraphs 6, 9 and 10 below, a binding agreement with respect to the Partnership and NewCo would result only from the execution and delivery of the Definitive Agreements by the Parties. The Parties will work in good faith to enter into the Definitive Agreements as expeditiously as possible. NewCo will implement a plan to grow the combined commercial businesses and drive financial returns for the shareholders, including through targeted mergers and acquisitions to globalize the sport, redesigning the commercial business to drive greater fan engagement, and accelerating certain PGA TOUR growth initiatives already underway and utilizing innovations from LIV. The Parties will ensure that each is provided reciprocal access to all information reasonably necessary to evaluate and assess their respective contribution to and investment in the Partnership and the NewCo.

2. **NewCo Will Be the Entity for Professional Golf; PGA TOUR Will Be the Event Competition Manager for Professional Golf NewCo.** Subject to execution of the Definitive Agreements, (a) NewCo will name PGA TOUR, as competition manager for all of the PGA TOUR's and PIF's contributed golf-related commercial businesses and investments into NewCo, including LIV, and provide PGA TOUR all information/materials necessary to execute such role, and PIF will provide all working capital/funding required to operate LIV through an investment into NewCo; (b) the employees and personnel of LIV will report to Commissioner Monahan, and the PGA TOUR, as manager; and (c) The PGA TOUR will have full decision making authority with respect to all strategic and operational matters related to competition in respect of its contributed golf-related commercial businesses and investments into NewCo subject to any relevant customary protections LIV; and (c) PIF and the PGA TOUR NewCo will cooperate in good faith and agree on a fair fees management fee to be paid to the PGA TOUR for its competition management services, commencing with following the execution of the remainder of the 2023 season Definitive Agreements, and will enter into such documentation reasonably necessary to give effect to this management arrangement. For the avoidance of doubt, no management fee will be charged on capital committed by PIF.

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Policy Board Ed Herlihy and [to be named by PIF]. The remaining members of the committee shall comprise of PGA TOUR Policy Board member Jimmy Dunne and [to be named by PIF].

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6. **Settlement of Disputes; Non-Solicitation.**

a. **Settlement of Litigation.** Within ~~[five (5)]~~ TBA days] following the execution of this Agreement, the Parties will (and will ensure that any of their affiliates (including LIV) and their affiliates' applicable members will) voluntarily dismiss with prejudice any pending litigation, arbitration and similar actions related to the pending disputes among LIV and the PGA TOUR and DP World Tour, including the cases captioned *Jones v. PGA Tour, Inc.*, 5:22-cv-04486 (N.D. Cal) and *In the matter of a reference under the DP World Tour members' general regulations handbook 2022 before a panel appointed under regulation F(ii)(3)(d)*, Case No. SR/165/2022 (Apr. 3, 2023), and will enter into a customary settlement agreement to dismiss such actions with prejudice and mutually release each other for related claims. For the avoidance of doubt, in entering into this Agreement, the PIF and His Excellency Yasir Al-Rumayyan do not waive their sovereign immunity, implicitly or explicitly, and expressly reserve immunity and all jurisdictional defenses, as applicable, in all fora and jurisdictions.

b. **Non-Solicitation.** From ~~and after~~ the date of this Agreement, subject to Paragraph 10 hereof, PIF, PGA TOUR and DP World Tour each agrees that it will not, and will cause its affiliates (including LIV, but not including for these purposes the Asian Tour or the MENA Tour to the extent PIF does not control these entities) and other representatives on its behalf not to, directly or indirectly, enter into any contract, agreement or understanding with, solicit, or recruit any players who are members of the ~~PGA TOUR~~ other's tour or the ~~DP World Tour~~ organization to become members of ~~LIV~~ their respective organizations or any other golf league or to participate in golf events hosted by any other golf league, or to terminate their membership with LIV, the PGA TOUR or the DP World Tour, as applicable.

7. **Other Sponsorships and Investments by PIF.** Subject to execution of the Definitive Agreements, (a) PIF or its designee(s) will make a financial investment to become a premier corporate sponsor (i.e., at one of the highest levels of sponsorship offered by the PGA TOUR, DP World Tour and other applicable international tours) of the PGA TOUR, DP World Tour and other international tours, (b) PIF, the PGA TOUR and the DP World Tour will work together collaboratively to identify a high profile event for which PIF or its designee(s) will make a financial investment to serve as title sponsor, (c) PIF, the PGA TOUR and the DP World Tour will also cooperate in good faith and mutually agree on the terms for PIF to make a financial investment to support socially responsible causes that encourage the growth of the game of golf on a global basis, such as ~~Saudi Golf's~~ Golf Saudi's Let It Fly youth program and The First Tee and (d) the Parties will establish a process to review grants submitted by the industry and such grants would be awarded under the umbrella of this ~~Partnership~~ NewCo by a team jointly-appointed by PIF, the PGA TOUR and the DP World Tour NewCo Board.

8. **PIF Representation on PGA TOUR Policy Board.** In connection with the long-term strategic partnership between PIF and the PGA TOUR, the Definitive Agreements will provide that one representative of PIF to be mutually determined by PIF and the PGA TOUR will be appointed to the PGA TOUR Policy Board ~~(initially to be His Excellency Yasir Al-Rumayyan.~~

9. **Confidentiality; Press Release.** Each Party agrees that all communications and other materials relating to this Agreement (including the terms of this Agreement) and Definitive Agreements and any other confidential information of any other Party provided hereunder will be kept confidential. The Parties will issue a joint press release with respect to the matters contemplated by this Agreement in a form mutually agreed ~~the form set forth on Exhibit A hereto,~~ and will cooperate in good faith with respect to public messaging to be communicated following the announcement. Each Party agrees and covenants that it will not at any time, directly or indirectly, make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the other Party their affiliates and ultimate beneficial owners or their respective businesses, directors, employees, officers, shareholders, members or advisors.

10. **-Termination.** This Agreement shall terminate upon the earlier of (i) the entry by the Parties into the Definitive Agreements; and (ii) ~~November 11th, 2023~~ if Parties fail to enter into the Definitive Agreements by such date unless extended by mutual consent of the Parties. Notwithstanding anything to the contrary in this Agreement, upon a termination of this Agreement not resulting in execution of Definitive Agreements, the parties can revert to operating their respective businesses in the state that existed pre-agreement in their discretion.

IN WITNESS WHEREOF, the Parties have executed this Framework Agreement as of the date first written above.

PGA TOUR, INC.

**PUBLIC INVESTMENT FUND OF THE
KINGDOM OF SAUDI ARABIA**

By: _____
Name: Jay Monahan
Title: Commissioner

By: _____
Name: His Excellency Yasir Al-Rumayyan
Title: Governor

DP WORLD TOUR

By: _____
Name: Keith Pelley
Title: Chief Executive

From: Dunne III, Jimmy [REDACTED]
Sent: 5/30/2023 2:24:51 AM
To: Michael Klein [REDACTED]
Subject: Markup [EXTERNAL]
Attachments: Framework Agreement.DOCX; Framework Agreement Redline.pdf

Piper Sandler & Co. Since 1855. Member SIPC and NYSE.

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FRAMEWORK AGREEMENT

This Framework Agreement (this "Agreement") is entered into as of the 30th day of May, 2023 (the "Effective Date") by and among the PUBLIC INVESTMENT FUND OF THE KINGDOM OF SAUDI ARABIA ("PIF"), PGA TOUR, INC. ("PGA TOUR"), and DP WORLD TOUR ("DP World Tour") and collectively with the PGA TOUR and PIF, the "Parties").

WHEREAS, the Parties share a common goal of creating a global golf partnership and of growing and promoting the game of golf globally, ending divisions and unifying the game of golf for the benefit of all of their stakeholders, including players, sponsors and fans of the game worldwide;

WHEREAS, the Parties have engaged in constructive discussions in furtherance of their common goal and have determined that it is in their mutual best interest to enter into a long-term strategic partnership on the terms set out in this Agreement with the mutual goal of benefiting all stakeholders and deriving significant mutual strategic and financial value for the Parties; and

WHEREAS, the Parties desire to establish the contours for their long-term strategic partnership to grow, promote and unify the game of golf globally.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows. Except for the matters set forth in Paragraphs 6, 9 and 10 below, which are legally binding effective upon the execution of this Agreement, the following terms are non-binding pending the execution of definitive agreements (the "Definitive Agreements"), which the Parties agree to negotiate in good faith consistent with the terms of this Agreement.

1. **PIF-PGA TOUR-DP World Tour Partnership in Global Golf Under One Umbrella.** PIF the PGA TOUR and the DP World Tour will establish a partnership in global golf. Pursuant to this partnership, the existing and future commercial investments and assets of PIF, DP World Tour and the PGA TOUR related to the game of golf will be combined under one umbrellaNewCo (as defined below), an entity collectively held. The Parties will cooperate in good faith and agree on Definitive Agreements to effectuate this partnership, including a financial investment from PIF as well as agreements to move PIF's and the PGA TOUR's and DP World Tour's existing and future golf-related investments and commercial assets, including LIV Golf Inc. and its group entities ("LIV"), under one roof in an entity controlled by NewCo's board of directors which has majority representation appointed by the PGA TOUR.

To effectuate this partnership, the Parties will establish a for-profit LLC ("NewCo") and i) the PGA TOUR and the DP World Tour will each contribute all of the PGA TOUR's and DP World Tour's commercial businesses/rights (including contracts/agreements and equity interests, but excluding specified non-operational assets such as player retirement plans and corporate reserves into NewCo in exchange for equity ownership of NewCo at a fair value mutually agreed by the parties, and ii) PIF will contribute their golf-related investments and assets, including LIV, to NewCo along with a cash investment, in exchange for the issuance to PIF of a equity ownership interest in NewCo at a fair value mutually agreed by the parties. Following the contribution of assets into NewCo, NewCo shall assume all of the liabilities and obligations of the contributed assets, provided that each Party's contributed businesses will be valued in their totality, taking into account all liabilities, commitments, contributions and obligations made or incurred by the respective prior owners, including in respect of player contracts and other working capital and operating expenses. In addition, the PIF will make a cash investment in NewCo for an incremental ownership in order to fund the growth of NewCo which will include a right of first refusal on capital raised by NewCo, provided that, for the avoidance of doubt, the PGA TOUR

will at all times maintain a controlling voting interest in NewCo and PIF will continue to hold a non-controlling voting interest, notwithstanding any incremental investment by PIF or exercise of its right of first refusal. The PGA TOUR parent organization will retain its current level of regulatory oversight of the game of golf with respect to the assets contributed by the PGA TOUR, where applicable (e.g., sanctioning of events, setting of competition rules, and managing inside the ropes) but will conduct its commercial businesses through NewCo. PIF and the PGA TOUR will cooperate in good faith and agree on the economics, valuation and governance terms for NewCo and PIF's investment in NewCo, which will include customary protections and standard governance terms for a non-controlling voting interest (including veto/consent rights and preemptive rights for PIF in the event of a future capital raise by NewCo and customary drag/tag rights and transfer restrictions). NewCo Board composition shall reflect voting ownership percentage (with all Board designees to be mutually agreed by the PGA TOUR and PIF); His Excellency Yasir Al-Rumayyan shall be designated as Chairman of the board of directors of NewCo; and Commissioner Jay Monahan shall be Chief Executive Officer of NewCo. The NewCo Board will include an Executive Committee comprised of Commissioner Monahan, PGA TOUR Policy Board Chairman Ed Herlihy, PIF Governor His Excellency Yasir Al-Rumayyan, and PGA TOUR Policy Board member Jimmy Dunne. The Parties shall ensure that each is provided reciprocal access to all information reasonably necessary to evaluate and assess their respective contribution to and investment in the NewCo. Except as set forth in Paragraphs 6, 9 and 10 below, a binding agreement with respect to NewCo would result only from the execution and delivery of the Definitive Agreements by the Parties. The Parties will work in good faith to enter into the Definitive Agreements as expeditiously as possible. NewCo will implement a plan to grow the combined commercial businesses and drive financial returns for the shareholders, including through targeted mergers and acquisitions to globalize the sport, redesigning the commercial business to drive greater fan engagement, accelerating certain PGA TOUR growth initiatives already underway and utilizing innovations from LIV. The Parties will ensure that each is provided reciprocal access to all information reasonably necessary to evaluate and assess their respective contribution to and investment in NewCo.

2. **NewCo Will Be the Entity for Professional Golf; PGA TOUR Will Be the Competition Manager for NewCo.** Subject to execution of the Definitive Agreements, (a) NewCo will name PGA TOUR, as competition manager for all of the PGA TOUR's contributed golf-related commercial businesses and investments into NewCo and provide PGA TOUR all information/materials necessary to execute such role, and PIF will provide all working capital/funding required to operate LIV through an investment into NewCo. and b) The PGA TOUR will have full decision making authority with respect to all strategic and operational matters related to competition in respect of its contributed golf-related commercial businesses and investments into NewCo subject to any relevant customary protections and (c) NewCo will cooperate in good faith and agree on fair fees to be paid to the PGA TOUR for its competition management services, following the execution of the Definitive Agreements, and will enter into such documentation reasonably necessary to give effect to this arrangement. For the avoidance of doubt, no management fee will be charged on capital committed by PIF.

3. **Communications Committee.** To help facilitate a smooth business transition, a committee will be established to coordinate and manage communications between PIF, LIV and the PGA TOUR. Such committee will be co-chaired by Chairman of the PGA TOUR Policy Board Ed Herlihy and _____. The remaining members of the committee shall comprise PGA TOUR Policy Board member Jimmy Dunne and _____.

4. **PGA TOUR / DP World Tour and LIV to Co-Exist.** Subject to execution of the Definitive Agreements, (a) NewCo will undertake a full and objective empirical data-driven evaluation of LIV and its prospects and potential and will make a good faith assessment of the benefits of team golf in general, and PIF, the PGA TOUR and the DP World Tour will work together in an effort to

determine how best to integrate team golf into PGA TOUR and DP World Tour events going forward, and NewCo will be provided access to all information requested to facilitate this evaluation and assessment, including operational and financial information regarding all Tours and all other relevant information, so that the NewCo Board, with the recommendation of its Chief Executive Officer Jay Monahan, will determine the ongoing plan and strategy regarding all NewCo operations, which determination, for the avoidance of doubt, will be made by the NewCo Board with a recommendation of its Chief Executive Officer Jay Monahan, and (b) PIF, the PGA TOUR and the DP World Tour will further cooperate in good faith with respect to matters such as events scheduling, marketing and media rights, and (c) the Parties will cooperate in good faith and use best efforts to secure OWGR recognition for LIV events and players under OWGR's criteria for considering LIV's pending application.

5. **Player Status.** Subject to execution of the Definitive Agreements, PIF, the PGA TOUR and the DP World Tour will work cooperatively and in good faith to establish a fair and objective process for any players who desire to re-apply for membership with the PGA TOUR or the DP World Tour following the completion of the 2023 season and for determining fair criteria and terms of re-admission consistent with each Tour's disciplinary policies.

6. **Settlement of Disputes; Non-Solicitation.**

a. **Settlement of Litigation.** Within fourteen (14) days following the execution of this Agreement, the Parties will (and will ensure that any of their affiliates (including LIV) and their affiliates' applicable members will) voluntarily dismiss with prejudice any pending litigation, arbitration and similar actions related to the pending disputes among LIV and the PGA TOUR and DP World Tour, including the cases captioned *Jones v. PGA Tour, Inc.*, 5:22-cv-04486 (N.D. Cal) and *In the matter of a reference under the DP World Tour members' general regulations handbook 2022 before a panel appointed under regulation F(ii)(3)(d)*, Case No. SR/165/2022 (Apr. 3, 2023), and will enter into a customary settlement agreement to dismiss such actions with prejudice and mutually release each other for related claims. For the avoidance of doubt, in entering into this Agreement, the PIF and His Excellency Yasir Al-Rumayyan do not waive their sovereign immunity, implicitly or explicitly, and expressly reserve immunity and all jurisdictional defenses, as applicable, in all fora and jurisdictions.

b. **Non-Solicitation.** From the date of this Agreement, subject to Paragraph 10 hereof, PIF, PGA TOUR and DP World Tour each agrees that it will not, and will cause its affiliates (including LIV, but not including for these purposes the Asian Tour or the MENA Tour to the extent PIF does not control these entities) and other representatives on its behalf not to, directly or indirectly, enter into any contract, agreement or understanding with, solicit, or recruit any players who are members of the other's tour or organization to become members of their respective organizations or any other golf league or to participate in golf events hosted by any other golf league, or to terminate their membership with LIV, the PGA TOUR or the DP World Tour, as applicable.

7. **Other Sponsorships and Investments by PIF.** Subject to execution of the Definitive Agreements, (a) PIF or its designee(s) will make a financial investment to become a premier corporate sponsor (i.e., at one of the highest levels of sponsorship offered by the PGA TOUR, DP World Tour and other applicable international tours) of the PGA TOUR, DP World Tour and other international tours, (b) PIF, the PGA TOUR and the DP World Tour will work together collaboratively to identify a high profile event for which PIF or its designee(s) will make a financial investment to serve as title sponsor, (c) PIF, the PGA TOUR and the DP World Tour will also cooperate in good faith and mutually agree on the terms for PIF to make a financial investment to support socially responsible causes that encourage the growth of the game of golf on a global basis, such as Golf Saudi's Let It Fly youth program and The First Tee and (d) the Parties will establish a process to review grants submitted by the

industry and such grants would be awarded under the umbrella of NewCo by a team appointed by the NewCo Board.

8. **PIF Representation on PGA TOUR Policy Board.** In connection with the long-term strategic partnership between PIF and the PGA TOUR, the Definitive Agreements will provide that one representative of PIF to be mutually determined by PIF and the PGA TOUR will be appointed to the PGA TOUR Policy Board (initially to be His Excellency Yasir Al-Rumayyan.

9. **Confidentiality; Press Release.** Each Party agrees that all communications and other materials relating to this Agreement (including the terms of this Agreement) and Definitive Agreements and any other confidential information of any other Party provided hereunder will be kept confidential. The Parties will issue a joint press release with respect to the matters contemplated by this Agreement in a form mutually agreed, and will cooperate in good faith with respect to public messaging to be communicated following the announcement. Each Party agrees and covenants that it will not at any time, directly or indirectly, make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the other Party, their affiliates and ultimate beneficial owners or their respective businesses, directors, employees, officers, shareholders, members or advisors.

10. **Termination.** This Agreement shall terminate upon the earlier of (i) the entry by the Parties into the Definitive Agreements; and (ii) December 31, 2023 if Parties fail to enter into the Definitive Agreements by such date unless extended by mutual consent of the Parties. Notwithstanding anything to the contrary in this Agreement, upon a termination of this Agreement not resulting in execution of Definitive Agreements, the parties can revert to operating their respective businesses in the state that existed pre-agreement in their discretion.

IN WITNESS WHEREOF, the Parties have executed this Framework Agreement as of the date first written above.

PGA TOUR, INC.

**PUBLIC INVESTMENT FUND OF THE
KINGDOM OF SAUDI ARABIA**

By: _____
Name: Jay Monahan
Title: Commissioner

By: _____
Name: His Excellency Yasir Al-Rumayyan
Title: Governor

DP WORLD TOUR

By: _____
Name: Keith Pelley
Title: Chief Executive

FRAMEWORK AGREEMENT

This Framework Agreement (this “**Agreement**”) is entered into as of the ~~130~~¹³th day of May, 2023 (the “**Effective Date**”) by and among the PUBLIC INVESTMENT FUND OF THE KINGDOM OF SAUDI ARABIA (“**PIF**”), PGA TOUR, INC. (“**PGA TOUR**”), and DP WORLD TOUR (“**DP World Tour**” and collectively with the PGA TOUR and PIF, the “**Parties**”).

WHEREAS, the Parties share a common goal of creating a global golf partnership and of growing and promoting the game of golf globally, ending divisions and unifying the game of golf for the benefit of all of their stakeholders, including players, sponsors and fans of the game worldwide;

WHEREAS, the Parties have engaged in constructive discussions in furtherance of their common goal and have determined that it is in their mutual best interest to enter into a long-term strategic partnership on the terms set out in this Agreement with the mutual goal of benefiting all stakeholders and deriving significant mutual strategic and financial value for the Parties; and

WHEREAS, the Parties desire to establish the contours for their long-term strategic partnership to grow, promote and unify the game of golf globally.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows. Except for the matters set forth in Paragraphs 6, 9 and 10 below, which are legally binding effective upon the execution of this Agreement, the following terms are non-binding pending the execution of definitive agreements (the “**Definitive Agreements**”), which the Parties agree to negotiate in good faith consistent with the terms of this Agreement.

1. **PIF-PGA TOUR-DP World Tour Partnership in Global Golf Under One Umbrella.** PIF the PGA TOUR and the DP World Tour will establish a partnership in global golf. Pursuant to this partnership, the existing and future commercial investments and assets of PIF, DP World Tour and the PGA TOUR related to the game of golf will be combined under one umbrellaNewCo (as defined below), an entity collectively held. The Parties will cooperate in good faith and agree on Definitive Agreements to effectuate this partnership, including a financial investment from PIF as well as agreements to move PIF’s and the PGA TOUR’s and DP World Tour’s existing and future golf-related investments and commercial assets, including LIV Golf Inc. and its group entities (“**LIV**”), under one roof in an entity controlled by NewCo’s board of directors which has majority representation appointed by the PGA TOUR.

To effectuate this partnership, the Parties will establish a for-profit LLC (“NewCo”) and i) the PGA TOUR and the DP World Tour will each contribute all of the PGA TOUR’s and DP World Tour’s commercial businesses/rights (including contracts/agreements and equity interests, but excluding specified non-operational assets such as player retirement plans and corporate reserves into NewCo in exchange for equity ownership of NewCo at a fair value mutually agreed by the parties, and ii) PIF will contribute their golf-related investments and assets, including LIV, to NewCo along with a cash investment, in exchange for the issuance to PIF of an equity ownership interest in NewCo at a fair value mutually agreed by the parties. Following the contribution of assets into NewCo, NewCo shall assume all of the liabilities and obligations of the contributed assets, provided that each Party’s contributed businesses will be valued in their totality, taking into account all liabilities, commitments, contributions and obligations made or incurred by the respective prior owners, including in respect of player contracts and other working capital and operating expenses. In addition, the PIF will make a cash investment in NewCo for an incremental ownership in order to

fund the growth of NewCo which will include a right of first refusal on capital raised by NewCo, provided that, for the avoidance of doubt, the PGA TOUR will at all times maintain a controlling voting interest in NewCo and PIF will continue to hold a non-controlling voting interest, notwithstanding any incremental investment by PIF or exercise of its right of first refusal. The PGA TOUR parent organization will retain its current level of regulatory oversight of the game of golf with respect to the assets contributed by the PGA TOUR, where applicable (e.g., sanctioning of events, setting of competition rules, and managing inside the ropes) but will conduct its commercial businesses through NewCo. PIF and the PGA TOUR will cooperate in good faith and agree on the economics, valuation and governance terms for NewCo and PIF's investment in NewCo, which will include customary protections and standard governance terms for a non-controlling voting interest (including veto/consent rights and preemptive rights for PIF in the event of a future capital raise by NewCo and customary drag/tag rights and transfer restrictions). NewCo Board composition shall reflect voting ownership percentage (with all Board designees to be mutually agreed by the PGA TOUR and PIF); His Excellency Yasir Al-Rumayyan shall be designated as Chairman of the board of directors of NewCo; and Commissioner Jay Monahan shall be Chief Executive Officer of NewCo. The NewCo Board will include an Executive Committee comprised of Commissioner Monahan, PGA TOUR Policy Board Chairman Ed Herlihy, PIF Governor His Excellency Yasir Al-Rumayyan, and PGA TOUR Policy Board member Jimmy Dunne. The Parties shall ensure that each is provided reciprocal access to all information reasonably necessary to evaluate and assess their respective contribution to and investment in the NewCo. Except as set forth in Paragraphs 6, 9 and 10 below, a binding agreement with respect to NewCo would result only from the execution and delivery of the Definitive Agreements by the Parties. The Parties will work in good faith to enter into the Definitive Agreements as expeditiously as possible. NewCo will implement a plan to grow the combined commercial businesses and drive financial returns for the shareholders, including through targeted mergers and acquisitions to globalize the sport, redesigning the commercial business to drive greater fan engagement, accelerating certain PGA TOUR growth initiatives already underway and utilizing innovations from LIV. The Parties will ensure that each is provided reciprocal access to all information reasonably necessary to evaluate and assess their respective contribution to and investment in NewCo.

2. **NewCo Will Be the Entity for Professional Golf; PGA TOUR Will Be the Competition Manager for NewCo.** Subject to execution of the Definitive Agreements, (a) NewCo will name PGA TOUR, as competition manager for all of the PGA TOUR's contributed golf-related commercial businesses and investments into NewCo and provide PGA TOUR all information/materials necessary to execute such role, and PIF will provide all working capital/funding required to operate LIV through an investment into NewCo. and b) The PGA TOUR will have full decision making authority with respect to all strategic and operational matters related to competition in respect of its contributed golf-related commercial businesses and investments into NewCo subject to any relevant customary protections and (c) NewCo will cooperate in good faith and agree on fair fees to be paid to the PGA TOUR for its competition management services, following the execution of the Definitive Agreements, and will enter into such documentation reasonably necessary to give effect to this arrangement. For the avoidance of doubt, no management fee will be charged on capital committed by PIF.

3. **Communications Committee.** To help facilitate a smooth business transition, a committee will be established to coordinate and manage communications between PIF, LIV and the PGA TOUR. Such committee will be co-chaired by Chairman of the PGA TOUR Policy Board Ed Herlihy and ~~[to be named by PIF]~~_____. The remaining members of the committee shall comprise PGA TOUR Policy Board member Jimmy Dunne and ~~[to be named by PIF]~~_____.

4. **PGA TOUR / DP World Tour and LIV to Co-Exist.** Subject to execution of the Definitive Agreements, (a) NewCo will undertake a full and objective empirical data-driven evaluation of LIV and its prospects and potential and will make a good faith assessment of the benefits of team golf in general, and PIF, the PGA TOUR and the DP World Tour will work together in an effort to determine how best to integrate team golf into PGA TOUR and DP World Tour events going forward, and NewCo will be provided access to all information requested to facilitate this evaluation and assessment, including operational and financial information regarding all Tours and all other relevant information, so that the NewCo Board, with a the recommendation of its Chief Executive Officer Jay Monahan, will determine the ongoing plan and strategy regarding all NewCo operations, which determination, for the avoidance of doubt, will be made by the NewCo Board with a recommendation of its Chief Executive Officer and will be subject to any veto or consent rights of PIF Jay Monahan, and (b) PIF, the PGA TOUR and the DP World Tour will further cooperate in good faith with respect to matters such as events scheduling, marketing and media rights, and (c) the Parties will cooperate in good faith and use best efforts to secure OWGR recognition for LIV events and players under OWGR's criteria for considering LIV's pending application.

5. **Player Status.** Subject to execution of the Definitive Agreements, PIF, the PGA TOUR and the DP World Tour will work cooperatively and in good faith to establish a fair and objective process for any players who desire to re-apply for membership with the PGA TOUR or the DP World Tour following the completion of the 2023 season and for determining fair criteria and terms of re-admission consistent with each Tour's disciplinary policies.

6. **Settlement of Disputes; Non-Solicitation.**

a. **Settlement of Litigation.** Within ~~fourteen (14) days~~ following the execution of this Agreement, the Parties will (and will ensure that any of their affiliates (including LIV) and their affiliates' applicable members will) voluntarily dismiss with prejudice any pending litigation, arbitration and similar actions related to the pending disputes among LIV and the PGA TOUR and DP World Tour, including the cases captioned *Jones v. PGA Tour, Inc.*, 5:22-cv-04486 (N.D. Cal) and *In the matter of a reference under the DP World Tour members' general regulations handbook 2022 before a panel appointed under regulation F(ii)(3)(d)*, Case No. SR/165/2022 (Apr. 3, 2023), and will enter into a customary settlement agreement to dismiss such actions with prejudice and mutually release each other for related claims. For the avoidance of doubt, in entering into this Agreement, the PIF and His Excellency Yasir Al-Rumayyan do not waive their sovereign immunity, implicitly or explicitly, and expressly reserve immunity and all jurisdictional defenses, as applicable, in all fora and jurisdictions.

b. **Non-Solicitation.** From the date of this Agreement, subject to Paragraph 10 hereof, PIF, PGA TOUR and DP World Tour each agrees that it will not, and will cause its affiliates (including LIV, but not including for these purposes the Asian Tour or the MENA Tour to the extent PIF does not control these entities) and other representatives on its behalf not to, directly or indirectly, enter into any contract, agreement or understanding with, solicit, or recruit any players who are members of the other's tour or organization to become members of their respective organizations or any other golf league or to participate in golf events hosted by any other golf league, or to terminate their membership with LIV, the PGA TOUR or the DP World Tour, as applicable.

7. **Other Sponsorships and Investments by PIF.** Subject to execution of the Definitive Agreements, (a) PIF or its designee(s) will make a financial investment to become a premier corporate sponsor (i.e., at one of the highest levels of sponsorship offered by the PGA TOUR, DP World Tour and other applicable international tours) of the PGA TOUR, DP World Tour and other international tours, (b) PIF, the PGA TOUR and the DP World Tour will work together

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collaboratively to identify a high profile event for which PIF or its designee(s) will make a financial investment to serve as title sponsor, (c) PIF, the PGA TOUR and the DP World Tour will also cooperate in good faith and mutually agree on the terms for PIF to make a financial investment to support socially responsible causes that encourage the growth of the game of golf on a global basis, such as Golf Saudi's Let It Fly youth program and The First Tee and (d) the Parties will establish a process to review grants submitted by the industry and such grants would be awarded under the umbrella of NewCo by a team appointed by the NewCo Board.

8. **PIF Representation on PGA TOUR Policy Board.** In connection with the long-term strategic partnership between PIF and the PGA TOUR, the Definitive Agreements will provide that one representative of PIF to be mutually determined by PIF and the PGA TOUR will be appointed to the PGA TOUR Policy Board (initially to be His Excellency Yasir Al-Rumayyan.

9. **Confidentiality; Press Release.** Each Party agrees that all communications and other materials relating to this Agreement (including the terms of this Agreement) and Definitive Agreements and any other confidential information of any other Party provided hereunder will be kept confidential. The Parties will issue a joint press release with respect to the matters contemplated by this Agreement in a form ~~the form set forth on Exhibit A hereto~~ mutually agreed, and will cooperate in good faith with respect to public messaging to be communicated following the announcement. Each Party agrees and covenants that it will not at any time, directly or indirectly, make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the other Party, their affiliates and ultimate beneficial owners or their respective businesses, directors, employees, officers, shareholders, members or advisors.

10. **Termination.** This Agreement shall terminate upon the earlier of (i) the entry by the Parties into the Definitive Agreements; and (ii) ~~November 14th~~ December 31, 2023 if Parties fail to enter into the Definitive Agreements by such date unless extended by mutual consent of the Parties. Notwithstanding anything to the contrary in this Agreement, upon a termination of this Agreement not resulting in execution of Definitive Agreements, the parties can revert to operating their respective businesses in the state that existed pre-agreement in their discretion.

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IN WITNESS WHEREOF, the Parties have executed this Framework Agreement as of the date first written above.

PGA TOUR, INC.

**PUBLIC INVESTMENT FUND OF THE
KINGDOM OF SAUDI ARABIA**

By: _____
Name: Jay Monahan
Title: Commissioner

By: _____
Name: His Excellency Yasir Al-Rumayyan
Title: Governor

DP WORLD TOUR

By: _____
Name: Keith Pelley
Title: Chief Executive

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Exhibit A
Press Release

“Do Not Email Registry.” For additional disclosure information related to this e-mail see <http://www.pipersandler.com/disclosures>

Disclaimer Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information or otherwise protected by law. If you are not the intended recipient, you are notified that any unauthorized review, use, disclosure or distribution is strictly prohibited. Please notify the sender by replying to this email and destroy all copies of the original message. Statements and opinions expressed in this Email are those of the sender, and do not necessarily reflect those of the Public Investment Fund (PIF).
تنبيه بإخلاء المسؤولية: هذه الرسالة ومرقاتها معدة لاستخدام المرسل إليه المقصود. فإنه يُمنع منعاً باتاً عرض أو نشر أو استخدام بالرسالة فقط وقد تحتوي على معلومات سرية أو محمية قانونياً إن لم تكن الشخص المقصود، فإنه يُمنع منعاً باتاً عرض أو نشر أو استخدام غير مصرح به للمحتوى نرجو إخطار المرسل عن طريق الرد على هذا البريد الإلكتروني وإتلاف جميع النسخ الموجودة لديك تُعد التصريحات والآراء المذكورة في الرسالة خاصة بالمرسل ولا تمثل بالضرورة رأي صندوق الاستثمارات العامة

FRAMEWORK AGREEMENT

This Framework Agreement (this "Agreement") is entered into as of the 30th day of May, 2023 (the "Effective Date") by and among the PUBLIC INVESTMENT FUND OF THE KINGDOM OF SAUDI ARABIA ("PIF"), PGA TOUR, INC. ("PGA TOUR"), and DP WORLD TOUR ("DP World Tour") and collectively with the PGA TOUR and PIF, the "Parties").

WHEREAS, the Parties share a common goal of creating a global golf partnership and of growing and promoting the game of golf globally, ending divisions and unifying the game of golf for the benefit of all of their stakeholders, including players, sponsors and fans of the game worldwide;

WHEREAS, the Parties have engaged in constructive discussions in furtherance of their common goal and have determined that it is in their mutual best interest to enter into a long-term strategic partnership on the terms set out in this Agreement with the mutual goal of benefiting all stakeholders and deriving significant mutual strategic and financial value for the Parties; and

WHEREAS, the Parties desire to establish the contours for their long-term strategic partnership to grow, promote and unify the game of golf globally.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows. Except for the matters set forth in Paragraphs 6, 9 and 10 below, which are legally binding effective upon the execution of this Agreement, the following terms are non-binding pending the execution of definitive agreements (the "Definitive Agreements"), which the Parties agree to negotiate in good faith consistent with the terms of this Agreement.

1. **PIF-PGA TOUR-DP World Tour Partnership in Global Golf Under One Umbrella.** PIF the PGA TOUR and the DP World Tour will establish a partnership in global golf. Pursuant to this partnership, the existing and future commercial investments and assets of PIF, DP World Tour and the PGA TOUR related to the game of golf will be combined under one umbrellaNewCo (as defined below), an entity collectively held. The Parties will cooperate in good faith and agree on Definitive Agreements to effectuate this partnership, including a financial investment from PIF as well as agreements to move PIF's and the PGA TOUR's and DP World Tour's existing and future golf-related investments and commercial assets, including LIV Golf Inc. and its group entities ("LIV"), under one roof in an entity controlled by NewCo's board of directors which has majority representation appointed by the PGA TOUR.

To effectuate this partnership, the Parties will establish a for-profit LLC ("NewCo") and i) the PGA TOUR and the DP World Tour will each contribute all of the PGA TOUR's and DP World Tour's commercial businesses/rights (including contracts/agreements and equity interests, but excluding specified non-operational assets such as player retirement plans and corporate reserves into NewCo in exchange for equity ownership of NewCo at a fair value mutually agreed by the parties, and ii) PIF will contribute their golf-related investments and assets, including LIV, to NewCo along with a cash investment, in exchange for the issuance to PIF of a equity ownership interest in NewCo at a fair value mutually agreed by the parties. Following the contribution of assets into NewCo, NewCo shall assume all of the liabilities and obligations of the contributed assets, provided that each Party's contributed businesses will be valued in their totality, taking into account all liabilities, commitments, contributions and obligations made or incurred by the respective prior owners, including in respect of player contracts and other working capital and operating expenses. In addition, the PIF will make a cash investment in NewCo for an incremental ownership in order to fund the growth of NewCo which will include a right of first refusal on capital raised by NewCo, provided that, for the avoidance of doubt, the PGA TOUR

will at all times maintain a controlling voting interest in NewCo and PIF will continue to hold a non-controlling voting interest, notwithstanding any incremental investment by PIF or exercise of its right of first refusal. The PGA TOUR parent organization will retain its current level of regulatory oversight of the game of golf with respect to the assets contributed by the PGA TOUR, where applicable (e.g., sanctioning of events, setting of competition rules, and managing inside the ropes) but will conduct its commercial businesses through NewCo. PIF and the PGA TOUR will cooperate in good faith and agree on the economics, valuation and governance terms for NewCo and PIF's investment in NewCo, which will include customary protections and standard governance terms for a non-controlling voting interest (including veto/consent rights and preemptive rights for PIF in the event of a future capital raise by NewCo and customary drag/tag rights and transfer restrictions). NewCo Board composition shall reflect voting ownership percentage (with all Board designees to be mutually agreed by the PGA TOUR and PIF); His Excellency Yasir Al-Rumayyan shall be designated as Chairman of the board of directors of NewCo; and Commissioner Jay Monahan shall be Chief Executive Officer of NewCo. The NewCo Board will include an Executive Committee comprised of Commissioner Monahan, PGA TOUR Policy Board Chairman Ed Herlihy, PIF Governor His Excellency Yasir Al-Rumayyan, and PGA TOUR Policy Board member Jimmy Dunne. The Parties shall ensure that each is provided reciprocal access to all information reasonably necessary to evaluate and assess their respective contribution to and investment in the NewCo. Except as set forth in Paragraphs 6, 9 and 10 below, a binding agreement with respect to NewCo would result only from the execution and delivery of the Definitive Agreements by the Parties. The Parties will work in good faith to enter into the Definitive Agreements as expeditiously as possible. NewCo will implement a plan to grow the combined commercial businesses and drive financial returns for the shareholders, including through targeted mergers and acquisitions to globalize the sport, redesigning the commercial business to drive greater fan engagement, accelerating certain PGA TOUR growth initiatives already underway and utilizing innovations from LIV. The Parties will ensure that each is provided reciprocal access to all information reasonably necessary to evaluate and assess their respective contribution to and investment in NewCo.

2. **NewCo Will Be the Entity for Professional Golf; PGA TOUR Will Be the Competition Manager for NewCo.** Subject to execution of the Definitive Agreements, (a) NewCo will name PGA TOUR, as competition manager for all of the PGA TOUR's contributed golf-related commercial businesses and investments into NewCo and provide PGA TOUR all information/materials necessary to execute such role, and PIF will provide all working capital/funding required to operate LIV through an investment into NewCo. and b) The PGA TOUR will have full decision making authority with respect to all strategic and operational matters related to competition in respect of its contributed golf-related commercial businesses and investments into NewCo subject to any relevant customary protections and (c) NewCo will cooperate in good faith and agree on fair fees to be paid to the PGA TOUR for its competition management services, following the execution of the Definitive Agreements, and will enter into such documentation reasonably necessary to give effect to this arrangement. For the avoidance of doubt, no management fee will be charged on capital committed by PIF.

3. **Communications Committee.** To help facilitate a smooth business transition, a committee will be established to coordinate and manage communications between PIF, LIV and the PGA TOUR. Such committee will be co-chaired by Chairman of the PGA TOUR Policy Board Ed Herlihy and _____. The remaining members of the committee shall comprise PGA TOUR Policy Board member Jimmy Dunne and _____.

4. **PGA TOUR / DP World Tour and LIV to Co-Exist.** Subject to execution of the Definitive Agreements, (a) NewCo will undertake a full and objective empirical data-driven evaluation of LIV and its prospects and potential and will make a good faith assessment of the benefits of team golf in general, and PIF, the PGA TOUR and the DP World Tour will work together in an effort to

determine how best to integrate team golf into PGA TOUR and DP World Tour events going forward, and NewCo will be provided access to all information requested to facilitate this evaluation and assessment, including operational and financial information regarding all Tours and all other relevant information, so that the NewCo Board, with the recommendation of its Chief Executive Officer Jay Monahan, will determine the ongoing plan and strategy regarding all NewCo operations, which determination, for the avoidance of doubt, will be made by the NewCo Board with a recommendation of its Chief Executive Officer Jay Monahan, and (b) PIF, the PGA TOUR and the DP World Tour will further cooperate in good faith with respect to matters such as events scheduling, marketing and media rights, and (c) the Parties will cooperate in good faith and use best efforts to secure OWGR recognition for LIV events and players under OWGR's criteria for considering LIV's pending application.

5. **Player Status.** Subject to execution of the Definitive Agreements, PIF, the PGA TOUR and the DP World Tour will work cooperatively and in good faith to establish a fair and objective process for any players who desire to re-apply for membership with the PGA TOUR or the DP World Tour following the completion of the 2023 season and for determining fair criteria and terms of re-admission consistent with each Tour's disciplinary policies.

6. **Settlement of Disputes; Non-Solicitation.**

a. **Settlement of Litigation.** Within fourteen (~~14~~10) days following the ~~execution~~ Press Release (as defined below) of this Agreement by the Parties (as referenced in Paragraph 9), the Parties will (and will ensure that any of their affiliates (including LIV) and their affiliates' applicable members will) voluntarily dismiss with prejudice any pending litigation, arbitration and similar actions related to the pending disputes among LIV and the PGA TOUR and DP World Tour, including the cases captioned *Jones v. PGA Tour, Inc.*, 5:22-cv-04486 (N.D. Cal) and *In the matter of a reference under the DP World Tour members' general regulations handbook 2022 before a panel appointed under regulation F(ii)(3)(d)*, Case No. SR/165/2022 (Apr. 3, 2023), and will enter into a customary settlement agreement to dismiss such actions with prejudice and mutually release each other for related claims. For the avoidance of doubt, in entering into this Agreement, the PIF and His Excellency Yasir Al-Rumayyan do not waive their sovereign immunity, implicitly or explicitly, and expressly reserve immunity and all jurisdictional defenses, as applicable, in all fora and jurisdictions.

b. **Non-Solicitation.** From the date of this Agreement, subject to Paragraph 10 hereof, PIF, PGA TOUR and DP World Tour each agrees that it will not, and will cause its affiliates (including LIV, but not including for these purposes the Asian Tour or the MENA Tour to the extent PIF does not control these entities) and other representatives on its behalf not to, directly or indirectly, enter into any contract, agreement or understanding with, solicit, or recruit any players who are members of the other's tour or organization to become members of their respective organizations or any other golf league or to participate in golf events hosted by any other golf league, or to terminate their membership with LIV, the PGA TOUR or the DP World Tour, as applicable.

7. **Other Sponsorships and Investments by PIF.** Subject to execution of the Definitive Agreements, (a) PIF or its designee(s) will make a financial investment to become a premier corporate sponsor (i.e., at one of the highest levels of sponsorship offered by the PGA TOUR, DP World Tour and other applicable international tours) of the PGA TOUR, DP World Tour and other international tours, (b) PIF, the PGA TOUR and the DP World Tour will work together collaboratively to identify a high profile event for which PIF or its designee(s) will make a financial investment to serve as title sponsor, (c) PIF, the PGA TOUR and the DP World Tour will also cooperate in good faith and mutually agree on the terms for PIF to make a financial investment to support socially responsible causes that encourage the growth of the game of golf on a global basis, such as Golf Saudi's Let It Fly youth program and The First Tee and (d) the Parties will establish a process to review grants submitted by the

industry and such grants would be awarded under the umbrella of NewCo by a team appointed by the NewCo Board.

8. **PIF Representation on PGA TOUR Policy Board.** In connection with the long-term strategic partnership between PIF and the PGA TOUR, the Definitive Agreements will provide that one representative of PIF to be mutually determined by PIF and the PGA TOUR will be appointed to the PGA TOUR Policy Board (initially to be His Excellency Yasir Al-Rumayyan).

9. **Confidentiality; Press Release.** Each Party agrees that all communications and other materials relating to this Agreement (including the terms of this Agreement) and Definitive Agreements and any other confidential information of any other Party provided hereunder will be kept confidential. ~~Within one week of the execution of this Agreement, the Parties will issue a joint press release with respect to the matters contemplated by this Agreement in a form mutually agreed, and will cooperate in good faith with respect to public messaging to be communicated following the announcement.~~ Each Party agrees and covenants that it will not at any time, directly or indirectly, make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the other Party, their affiliates and ultimate beneficial owners or their respective businesses, directors, employees, officers, shareholders, members or advisors.

10. **Termination.** This Agreement shall terminate upon the earlier of (i) the entry by the Parties into the Definitive Agreements; and (ii) December 31, 2023 if Parties fail to enter into the Definitive Agreements by such date unless extended by mutual consent of the Parties. Notwithstanding anything to the contrary in this Agreement, upon a termination of this Agreement not resulting in execution of Definitive Agreements, the parties can revert to operating their respective businesses in the state that existed pre-agreement in their discretion.

IN WITNESS WHEREOF, the Parties have executed this Framework Agreement as of the date first written above.

PGA TOUR, INC.

**PUBLIC INVESTMENT FUND OF THE
KINGDOM OF SAUDI ARABIA**

By: _____
Name: Jay Monahan
Title: Commissioner

By: _____
Name: His Excellency Yasir Al-Rumayyan
Title: Governor

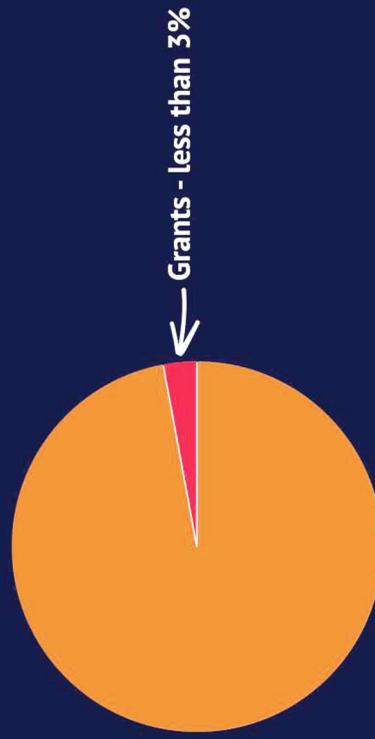
DP WORLD TOUR

By: _____
Name: Keith Pelley
Title: Chief Executive

PGA Tour's Tax Exempt Status

In 2021 the PGA Tour brought in over **\$1.5 billion in revenue**.

Less than 3% of that revenue (\$43,694,020) was expensed as grants.



“I would ask any player that has left or any player that would ever consider leaving, have you ever had to apologize for being a member of the PGA Tour?”

– Jay Monahan, June 2022

“It takes a lot to say no to a bucketful of money.”

– Jimmy Dunne, June 2022

LIV Golf is an effort to “... sportswash the recent history of Saudi atrocities and to further the Saudi Public Investment Fund’s Vision 2030 initiatives.”

– PGA Tour Court Filing, September 2022

“I think the general feeling is that a lot of people feel a bit of betrayal from management.”

— Jon Rahm, June 2023

OPERATION ENCORE
(F)

<p>Multiple Subjects:</p> <p>Fahad al-Thumairy (F)</p> <p>Omar al-Bayoumi (F)</p> <p>Musaed al-Jarrah (F)</p> <p>Iyad al-Rababah (F)</p> <p>Ahmed al-Zahrani (F)</p> <p>Firas al-Bayoumi (F)</p>	 <p>(G)</p>	<p>Field Office POCs:</p> <p>(S)</p> <p>Headquarters POCs</p> <p>(S)</p>
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Operation Encore Update (as of 20 March 2014):

- 19 March 2014 – Interview of (P), Iyad Al-Rababah's (P) at her place of employment (P) in Paramus, NJ. (P) advised that she has been in contact with Al-Rababah, currently in Jordan, as recently as one month ago, and maintains regular contact with him by telephone. (P) agreed to a future interview to provide additional details on her relationship with Al-Rababah, her knowledge of Al-Rababah's former roommate (P) and Al-Rababah's current living situation in Jordan.
- 17 March 2014 – Fox News provided internet link to a 28 minute interview of (P) in (P), NJ in September 2011. Interview will be reviewed (D), (P)
- 06 March 2014 - Case team meeting with FBI Newark regarding Encore subject (P) Several leads pertaining to (D), (P) were discussed to include, (P) relatives in PA, (P) and Iyad Al-Rababah.
- 28 February 2014 – SVTC with San Diego case team re Encore background regarding significance of San Diego subject Mohdar Abdullah, and San Diego based connections to Encore.
- 26 February 2014 - Case strategy meeting with SDNY AUSA (S)
(D), (P)

- 24 January 2014 – Case strategy meeting with SDNY AUSA (S) (D) (D)
- 19-20 December 2013 – (G) (F) (G) FBI LA, FBI WFO interview Mohdar Abdullah (F)
- December 2013 – SDNY advised that defense counsel (D), (P)
- 05 November 2013 – (G) (G) advised they would seek to arrange an interview with Al-Mansoori at the US Embassy in (G)
- 14 October 2013 – (J-3)
- October 2013 – (A), (G), (J-1)
- 19 August 2013 (C-1)
- 13 August 2013 – SDNY advised that (P), (D) (P), (D)
- 09 July 2013 - (P), (D)
- May/June 2013 - Coordination with USAO SDNY regarding (P), (D)
- 13 May 2013 – SDNY advised that (P) is represented by counsel and that discussions are under way for a proffer of (P) at SDNY in June 2013.
- 1 May 2013 - (J-3) (J-3)
- 18 April 2013 FBI Newark agrees to turn over (F) (P) to New York for investigation under Operation Encore.
- 11 April 2013 SDNY confirmed positive contact made with a defense attorney (D), (P) (D), (P)
- 08 April 2013 - (A), (G), (J-1) reporting provided by Al-Rababah.
- 05 April 2013 - (A), (G), (J-1) reporting and background of Al-Rababah.
- 20 March 2013 meeting with SDNY, was held regarding investigative approach on (P) DHS's appeal of the U.S. Immigration judge's order granting asylum to (P) was issued a final denial.
- March 2013 - (D) (D)

- February 2013 - (A), (G), (J-1) to conduct an interview of Mohamed Al-Mansoori (A), (G), (J-1)
- 25 January 2013 - Encore Case team met with SDNY AUSA (S) SDNY AUSA (S) and DOJ main attorney (S) During the meeting, SDNY and DOJ were advised of case developments.
- 30 November 2012 - (C-2)
- 24 September 2012 - Meeting with AUSA (S) and DOJ attorney (S) at NYO Chelsea. At the request of (G) AUSA (S) will explore potential charges for Mohdar Abdullah, including providing material support to the 9/11 hijackers, as well as lesser crimes, which investigators could present at a future interview with Abdullah (G)
- 10 September 2012 - (G) has assisted Legat Copenhagen in providing information to (C-2) (C-2) advised on 10 September 2012 that (G) (C-2) Upon resolution of the claim and its likely rejection, (G) will coordinate with SDNY (A), (G), (J-1) (A), (G), (J-1)
- (P) her mother (P) father (P) and mother's sister (P) were sentenced on (P) 2012, in the Southern District of California to five years' probation and a \$2,500 fine, each. The Office of Immigration Litigation is preparing civil denaturalization cases against (P) and (P) (G) including (P) Upon successful denaturalization, (P) (G) will be served with Notice to Appear (NTAs) and placed in immigration removal proceedings. This sentencing stems from guilty pleas from the defendants on (P) 2012 in San Diego, CA for naturalization fraud charges.
- (P) was arrested in Tampa, Florida on 15 May 2012 for Treasury Check Fraud by the U.S. Attorney's Office for the Eastern District of Virginia. (P) of the Texaco gas station in San Diego at which Mohdar Abdullah and 9/11 hijacker Nawaf al Hazmi were both employed, along with additional people of interest to Operation Encore. On 17 September 2012 (P) was proffered in Tampa, Florida. During the proffer, (P) echoed previous statement he had made, denying any knowledge of the hijackers' terrorist affiliation and providing no additional details of use to investigators. (P) seemed optimistic about the charges he was facing. (G) investigators anticipate future proffer sessions with (P) on the Operation Encore-related national security issues. During the week of 28 September 2012, (P) proffered a second time. There was no National Security related information disclosed during the second proffer.
- In August 2012 (G) sent a lead to JTTF Los Angeles seeking confirmation of two possible current addresses for (P) an (P) individual who was known to have extremist views, and was identified as having met with Omar al Bayoumi in private on the same day as Bayoumi's alleged "chance" first meeting with 9/11 hijackers Nawaf al Hazmi and Khalid al Mihdhar. FBI Los Angeles confirmed Mana's current residence. (G) is planning to approach (P) for an interview of his role aiding Bayoumi in facilitating the hijacker's arrival and settlement in California, for which (P) has never provided adequate explanation. (G) will conduct the interview with (G) should it be necessary to serve on (P) to obtain a statement.

- (P) (F) an individual who, similarly to Mohdar Abdullah, facilitated the day-to-day life of 9/11 hijackers Hazmi and Mihdhar during their time in San Diego, has been identified by FBI San Diego as living in Canada. (P) s reported to be very concerned about his presence on U.S. no-fly lists (G) in conjunction with the San Diego office, will address seeking an interview of (P)
- In June, 2012, NYO investigators, along with AUSA (S) and HQ analysts, traveled to London, UK, to exploit evidence seized in 2001 in New Scotland Yard's searches of Omar al Bayoumi's residences and offices. Working directly with SO15 section of Scotland Yard, the document exploitation team reviewed materials and New Scotland Yard's procedures for searches/evidence collection, discussed the potential for use in trial, and returned to the United States with copies of hundreds of pages of documentation with potential probative value. (G) is undertaking the translation of these documents, to determine relevancy. To date, documents detailing the visits of Mutaib al Sudairy (F) and Adel al Sadhan (F) as well as directions indicating that Bayoumi was very familiar with trips from the Saudi Consulate in L.A. to the King Fahad Mosque, have been uncovered. Both documents provide evidence contradicting direct claims Bayoumi has previously made to FBI investigators, particularly about his actions on the day he allegedly randomly met the 9/11 hijackers, and highlight gaps in Bayoumi's story that undermine his claims of innocence.
- (A), (G), (J-1)

[Redacted]

Details on Mohdar Abdullah and his connection to Operation ENCORE:

The FBI is seeking to indict Mohdar Abdullah (Mohdar) in the Southern District of New York (SDNY) for providing material support to 9/11 hijackers Nawaf al-Hazmi and Khalid al-Mihdhar, pursuant to USC 18 section 2339B. Mohdar is the subject of San Diego's full field investigation, (F) and currently resides in Sweden. The immediate goal of Operation ENCORE is to (A), (G), (J-1)

(A), (G), (J-1)

Mohdar played a key role facilitating the daily lives and assisting future Flight 77 hijackers Nawaf al-Hazmi and Khalid al-Mihdhar. Shortly after February 4, 2000, al-Bayoumi tasked Mohdar to assist al-Hazmi and al-Mihdhar. Mohdar was also a family friend and associate of Anwar Aulaqi and they may spent time together with the hijackers. After September 11, 2001 Mohdar was investigated by the FBI for assisting the hijackers. On September 19, 2001 he was arrested by FBI San Diego on charges of immigration fraud for his claim of being a Somali asylee (Mohdar is Yemeni). Mohdar pled guilty to the immigration charges and was deported to Yemen in 2004.

While Mohdar was detained in an immigration facility he bragged to two fellow inmates that he assisted the hijackers. The FBI and the SDNY have debriefed these individuals. Both are cooperative, but there is some prosecutorial concern about their value as witnesses.

[Redacted]

(C-2)

In a January, 2012 meeting with FBI NYO,

(C-2)

The FBI has also provided with relevant derogatory information on Mohdar via a DIDO, including details of Mohdar's false U.S. asylum claim.

Recent investigation revealed strong indications that prior to September 11, 2001 Mohdar confided details of his conversations with al-Hazmi and al-Mihdhar to a young woman named (P) (P) and her family are (P) although they claimed to be (P) refugees. They have now gained U.S. citizenship.

On (P) 2012, (P) her parents and her aunt were arrested and charged with immigration fraud in San Diego. The post-arrest debriefings of (P) provided additional evidence of Mohdar's guilt. However, (P) continues to conceal additional information concerning Mohdar's involvement with al-Hazmi and al-Mihdhar, as well as the role that (P)'s family played in assisting Mohdar. The impending possibility of criminal and civil penalties facing (P)'s entire family may motivate her to cooperate more fully with the FBI. (P) and her family are scheduled to next appear in court on (P) 2012 for pre-trial motions.

Synopsis of Operation ENCORE:

Operation ENCORE is an investigation into individuals known to have provided substantial assistance to 9/11 hijackers Nawaf al-Hazmi and Khalid al-Mihdhar during their time in California, prior to the attacks. Operation ENCORE main subjects include Fahad al-Thumairy, Omar Ahmed al-Bayoumi, and Musaed al-Jarrah. These subjects provided (or directed others to provide) the hijackers with assistance in daily activities, including procuring living quarters, financial assistance, and assistance in obtaining flight lessons and driver's licenses. Operation ENCORE seeks to prove these subjects provided such assistance with the knowledge that al-Hazmi and al-Mihdhar were here to commit an act of terrorism.

Fahad al-Thumairy was the Imam at the King Fahad Mosque near Los Angeles, California when al-Hazmi and al-Mihdhar first arrived in the United States. Al-Thumairy immediately assigned an individual to take care of them during their time in the Los Angeles area.

Omar al-Bayoumi was living in San Diego on a student visa, despite not attending classes, and receiving a salary from the Kingdom of Saudi Arabia for job duties he never performed. Shortly after arriving in Los Angeles, the two hijackers had an allegedly accidental meeting with al-Bayoumi, who claims to have been in Los Angeles on personal business. At this meeting, al-Bayoumi advised the hijackers to relocate to San Diego, which they did. Once in San Diego, al-Bayoumi assisted the hijackers with a place to live, opening a bank account, and also assigned two individuals to care for them, one of whom was Mohdar Abdullah.

██████████ Telephone numbers assigned to the Saudi Arabian Embassy (SAE) in Washington, D.C., where Musaed al-Jarrah was the director of the Islamic Affairs Department, had significant telephonic contact with al-Thumairy and al-Bayoumi while the hijackers were in the Los Angeles and San Diego areas. There is evidence that al-Jarrah had possible links to al-Qaeda and tasked al-Thumairy and al-Bayoumi with assisting the hijackers.



FEDERAL BUREAU OF INVESTIGATION
Electronic Communication

Title: [REDACTED] Albayoumi / GIP Cooptee **Date:** 06/14/2017

From: WASHINGTON FIELD

[REDACTED] (G)
Contact: [REDACTED] (S)

Approved By: [REDACTED] (S)

Drafted By: [REDACTED] (S)

Case ID #: [REDACTED] (F) [REDACTED] (A), (G), (J-1)
[REDACTED] (A), (G), (J-1) [REDACTED] (A), (G), (J-1)
[REDACTED] (F) [REDACTED] (A), (G), (J-1)
PENTBOMB HAZNAWI, AHMED, AL MAJOR
CASE (MC) 182 [REDACTED] (A), (G), (J-1)

Synopsis: [REDACTED] To file.
[REDACTED] (G)

Full Investigation Initiated: [REDACTED] (A), (G), (J-1)

Details:

[REDACTED] On [REDACTED] (A), (G), (J-1) reported the following information:

[REDACTED] In the late 1990's and up to September 11, 2001, Omar Albayoumi was paid a monthly stipend as a cooptee of the Saudi General Intelligence Presidency (GIP) via

[REDACTED]

Title: [REDACTED] Albayoumi / GIP Cooptee
Re: [REDACTED] (F) 06/14/2017

then Ambassador Prince Bandar bin Sultan Al Saud. The information
Albayoumi obtained on persons of interest in the Saudi community in Los Angeles
and San Diego and other issues, which met certain GIP intelligence
requirements, would be forwarded to Bandar. Bandar would then inform the GIP of
items of interest to the GIP for further investigation/vetting or follow up

[REDACTED] Omar Albayoumi was a source of investigative interest following the 9/11 attacks for his support of
9/11 hijackers while living in California. Allegations of Albayoumi's involvement with Saudi intelligence
were not confirmed at the time of the 9/11 Commission Report. The above information confirms these
allegations. Albayoumi, at the time he was operating in California, was presumably employed with the
civil aviation authority.

[REDACTED] For identification purposes a review of visas identified Albayoumi as follows:

Omar A M Al Bayoumi

DOB: [REDACTED] (P-1)

[REDACTED] (P-1)

[REDACTED] (J-3)

[REDACTED] (O-1)

NFI was provided on this application. Writer could not locate prior visas.

[REDACTED] (O-1)

[REDACTED]



FEDERAL BUREAU OF INVESTIGATION
Electronic Communication

Title: [REDACTED] (A), (G), (J-1) **Date:** 07/23/2021
Connections to the Attacks of September 11,
2001

From: [REDACTED] (G)
Contact: [REDACTED] (S)

Approved By: [REDACTED] (S)

Drafted By: [REDACTED] (S)

Case ID #: [REDACTED] (F) [REDACTED] (A), (G), (J-1)
[REDACTED] (A), (G), (J-1)
[REDACTED] (F) [REDACTED] (A), (G), (J-1)
PENTTBOMB [REDACTED] (A), (G), (J-1)
[REDACTED] (F) PENTTBOMB [REDACTED] (A), (G), (J-1) MAJOR
CASE (MC) 182 [REDACTED] (A), (G), (J-1)

[REDACTED]

[REDACTED]

[REDACTED]
Title: [REDACTED] (A), (G), (J-1) [REDACTED] Connections to the
Attacks of September 11, 2001
Re: [REDACTED] (F) [REDACTED] 07/23/2021

[REDACTED] (F)

Synopsis: [REDACTED] To file. To provide summary and historical information
for subsequent agents of [REDACTED] (G)

[REDACTED] (G)

Administrative Notes: [REDACTED] Attached to this EC is a document summarizing
the connections between the 9/11 investigation and elements affiliated
with the Saudi Arabian government in the U.S.

This replaces Serial [REDACTED] (F) which was intended as a draft for review but
was serialized. Serial [REDACTED] (F) will be removed at a later date.

Enclosure (s): Enclosed are the following items:

1. [REDACTED] Saudi 9/11 Connections

Details:

PURPOSE:

The purpose of this communication is to consolidate information related to the involvement of personnel and entities controlled by the Saudi Arabian Government (SAG), the Embassy of the Kingdom of Saudi Arabia (EKSA) and its affiliates within the United States with the attacks of September 11, 2001 (9/11 Attacks / PENTTBOMB). Such an analysis is deemed essential for future case agents of this program to understand the origin of the investigation. Due to the purpose noted, this document only discusses entities that are part of or closely tied to the Saudi Arabian government. Other aspects of the 9/11/2001 investigation are only noted if related to this purpose. This report should not be considered an intelligence assessment and is not intended as such.

Title: [REDACTED] (A), (G), (J-1) [REDACTED] Connections to the
 Attacks of September 11, 2001
 Re: [REDACTED] (F) [REDACTED] 07/23/2021

An additional purpose of this communication is to document investigations and supporting documentation regarding the Saudi(Wahhabi)/Salafi/militant network that was created, funded, directed and supported by the KSA and its affiliated organizations and diplomatic personnel within the U.S. As Saudi government officials and intelligence officers were directly operating and supporting the entities involved with this network, their involvement with the activities of these organizations/individuals would logically be supposed to have the knowledge or concurrence of the KSA government. This knowledge and/or concurrence by the SAG is related to the 9/11 investigation not only be the direct involvement of some personnel but also via the creation of a larger network for such activities.

In addition, the below analysis will update information available on the ties of some of these entities to Saudi Arabian intelligence services. Much of the publically known information regarding the 9/11/2001 terrorist attacks was documented in the 9/11 Commission Report which was published in 2004. Thus much available information from subsequent and ongoing investigations was not noted in the Commission's Report. In addition, the classified "28 pages" was subsequently de-classified and investigations since 2004 shed additional light on the information that was contained within these 28 pages which were created in 2004 as part of the original Commission Report.

(A), (G), (J-1) [REDACTED] there was located within the EKSA the offices of the Islamic Affairs Department and the office of Dawa (or Propagation). Investigation of the 9/11 hijackers and their support networks identified significant connections to these offices either directly or via the Saudi Arabian Consulate in Los Angeles. As such, a primary portion of this communication will focus on these offices and connections to the 9/11 hijackers. In addition, the SAG/EKSA was also involved with the funding and creation of a multitude of Islamic organizations, offices, imams and other religious figures within the US – many of which were involved with militant ideology. Several of these were known to be tied directly to Prince Bandar and/or were involved with the collection of information on US based Islamic entities. As the propagation of militant ideology would naturally provide justification for those who were in the hijacker's support network – these organizations will also be listed below (below is not an all-inclusive list as this would be too large.)

Administration:

(G) [REDACTED] was originally formed as (G) [REDACTED] in 2002 as a result of the PENTTBOMB investigation identifying connections between the 9/11 hijackers, their support network and individuals associated with the SAG. As is well known, 15 of the deceased 19 hijackers were from Saudi Arabia with a possible 20th - Mohammed Alqahtani - subsequently captured in Afghanistan and confined at Guantanamo Bay after unsuccessfully attempting to enter the US. At the time of creation of (G) [REDACTED] there was (A), (G), (J-1) [REDACTED] a few investigations of some Saudi Arabian

Statement of Terry Strada, National Chair of 9/11 Families United

U.S. Senate Permanent Subcommittee on Investigations Hearing on PGA-LIV & Saudi Arabia's Influence
in the United States
July 11, 2023

Mr. Chairman and esteemed members of the Committee:

As the National Chair of 9/11 Families United which is an organization of family members of those murdered in the terrorist attacks of September 11, 2001, as well as many of those who survived, were injured in, or sickened from the attacks—a community of more than 10,000 people – I appreciate the opportunity to have this statement entered into the record for today's hearing.

It has been nearly 8,000 days since my husband Tom Strada was brutally murdered by Saudi-funded terrorists when they attacked the United States on September 11, 2001, murdering thousands and injuring scores more. For those of us left behind, we live with the pain and suffering the Kingdom of Saudi Arabia inflicted on us when it sent its government agents here to America to assist some, if not all, of the 19 hijackers in carrying out the deadliest terrorist attack the world has ever witnessed. For us, the pain never ends, and along with our country, we have vowed to "Never Forget."

Today we are watching a truly bizarre spectacle, as the PGA is effectively turning over the game of golf to the Kingdom of Saudi Arabia. We know why the PGA is doing it -- it's for the money. But that isn't why the Saudis are doing it. They're doing it as a public relations strategy to distract from their authoritarian past and present, and especially their unacknowledged culpability for supporting al Qaeda and the hijackers of September 11.

We are here to watch representatives from the PGA, who have signed on to help the Kingdom try once again to fix its reputation, this time through sportswashing. Those same PGA representatives expect those of us who experienced our losses to "move on" without so much as an acknowledgment of wrongdoing. They will stick to their Saudi talking points just like the LIV golfers did, claiming simply that golf is "a force for good."

Let's be clear about LIV Golf. It was never about golf. It was never even about money. We all know that LIV Golf was a financial disaster, with a miniscule fan base and no TV revenue to speak of. It was a way for the Saudis to deploy their tired old playbook: deny loudly, obstruct all investigations, and deflect attention with another shiny object. Remember when Mohammad bin Salman was traveling the U.S. and hanging out with Silicon Valley executives and Hollywood stars, all while Saudi Arabia's paid foreign agents were fighting against the 9/11 family community in Congress while its lawyers dissembled in court? That's the playbook. It is never about the truth.

The Saudis view the PGA not as a financial investment, but as a way to remake the image of Saudi Arabia that is more palatable to Americans than the stark realities of mass executions, child rape by security forces, other [human rights abuses](#) -- not to mention their continued refusal to demonstrate compliance with [more than half](#) of the reforms recommended by the Financial Action Task Force to combat terror financing.

The 9/11 community has watched the Saudis' public relations rehabilitation campaign play out for years both on Capitol Hill and in federal court where the Kingdom is still fighting us. We've watched as the Saudis employ lobbyists and lawyers to try to sell one version of the Kingdom in public while battling us tooth-and-nail behind closed courtroom doors in New York City. The Senators in this room have probably heard from some of them lately, especially because they include at least one former Senator,

Mark Begich of Alaska.¹ I assume he and his colleagues at the Saudi-backed law firm of Brownstein Hyatt have been in touch about this hearing.

It seems one piece of advice given to the Saudis is that they shouldn't participate in today's hearing themselves and instead try to put forward a more familiar face. Today's witness for the Kingdom's position, Jimmy Dunne, is the latest American to join the Kingdom's sportswashing campaign. He was a founder of Sandler O'Neill + Partners, L.P. and is now a PGA Tour board member. He openly boasts he played a key role in brokering the Saudis' takeover of the PGAT. Indeed, as New York Magazine [wrote recently](#), "Dunne's involvement in the deal nonetheless proves the kind of influence Saudi Arabia's Public Investment Fund can buy."

Mr. Dunne's conduct here is stunning when you know the history. On the morning of September 11, 2001, sixty-six of Dunne's colleagues at Sandler O'Neill were working on the 104th Floor of the South Tower of the World Trade Center. Like my husband and nearly 3,000 others, they were murdered that morning. Mr. Dunne's life was spared because he was playing a round of golf, and by the end of the day, he was Sandler O'Neill's most senior surviving executive.

That history is what makes Mr. Dunne's betrayal today so devastating to many in the 9/11 community. Worse, in his testimony today Mr. Dunne will likely reprise a quote he's recently given to the media in which he insists that none of the Saudis he's working with on this deal had anything to do with 9/11 and if he finds out they did "I'll kill them myself."

It's a clever soundbite, and I'm sure he's rehearsed some version of it for today, but it's entirely absurd. As U.S. Intelligence reports confirm, in the years before 9/11, the Saudi government—the very government he is now working with—provided significant financial support to extremist organizations such as al Qaeda, and government agents on the Kingdom's payroll directly facilitated the attacks.

Another well-worn talking point Mr. Dunne and others in this PGA-LIV sportswashing enterprise sometimes trot out is the notion that it's [time to move on](#) and put aside past differences with Saudi Arabia. They ask Americans to forget the crimes against humanity as though there has already been an acknowledgment of the Saudi role, that the Saudis have accepted responsibility and begged forgiveness, and that our nation's relations are based on an honest accounting of that history. Nothing could be farther from the truth. The House of Saud in power in 2001 remains in power today. It has never been held accountable for the role its state-run banks, charities, and wealthy citizens played in financing terrorism and the September 11 Attacks.

Just a few months ago, Jay Monahan of the PGA claimed to understand the Saudi history. Today, his stand-ins will sit here and pretend otherwise.

I wish we were surprised. Time and time again, the Kingdom has used its coffers to buy influence in the U.S. and dodge accountability. This golf deal is yet another chapter in the long story of our quest for a true reckoning, one that has been denied us for 22 years.

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¹ As of 6/22/2023, Former Sen. Mark Begich is a registered Foreign Agent of Saudi Arabia through its Public Investment Fund. <https://efile.fara.gov/docs/5870-Short-Form-20230622-314.pdf>

Post-Hearing Questions for the Record for PGA Tour, Inc. Chief Operating Officer Ron Price following July 11, 2023 Hearing of the Permanent Subcommittee on Investigations, Senate Homeland Security and Governmental Affairs Committee

September 6, 2023

Questions from Chairman Richard Blumenthal

The Cost of Litigation

1. **PGA Tour has emphasized that it entered into the Framework Agreement because it could not compete with the Saudi Arabian Public Investment Fund's ("PIF") financial resources in the long term. In your testimony, you stated that the PGA-LIV dispute was "threatening the very survival of the PGA Tour."**

What financial analysis has PGA Tour conducted or otherwise obtained to support this position? What were the conclusions of any such analyses?

While the PGA Tour routinely engages in long range planning, analyzing the Tour's financial position and monitoring external events that may impact that position, no specific analysis was done in connection with the decision to negotiate the framework agreement. The negative impact of the LIV dispute extended beyond the financial costs of expensive litigation and diversion of resources from other growth opportunities and investments in our product. It also created a significant division and distraction for our players, sponsors, media partners, fans, and other constituencies. The cost of the distraction of the entire LIV dispute, including the antitrust litigation, would negatively impact the Tour far more than it would impact PIF. The framework agreement put an end to costly litigation and also gave us a constructive path forward to benefit all of our constituencies.

Human Rights and Foreign Influence

2. **PIF's extensive investments in sports have been criticized as an attempt to improve Saudi Arabia's international reputation and distract from their human rights record, a practice known as "sportswashing."¹ According to the U.S. Department of State, Saudi Arabia's abuses include, among many others, "credible reports of: unlawful or arbitrary killings; ... arbitrary arrest and detention; ... serious abuses in a conflict, including related to civilian casualties and damage to civilian**

¹ See, e.g., Sarah K. Ganji, *The Rise of Sportswashing*, 34 J. OF DEMOCRACY 62 (2023), <https://muse.jhu.edu/pub/1/article/886933/pdf>.

infrastructure as a result of airstrikes in Yemen;” and serious restrictions on freedoms of expression, media, speech, and religion.²

In a September 2022 court filing, PGA Tour stated that LIV Golf is an effort to “sportswash the recent history of Saudi atrocities and to further the Saudi Public Investment Fund’s Vision 2030 initiatives.” Does PGA Tour stand by this assessment of LIV and PIF? If not, what accounts for PGA Tour’s change in position?

The PGA Tour does not condone human rights abuses and violence. Nothing about the Tour’s position on that issue has changed as a result of the framework agreement.

- 3. As it continues to expand its global operations, what criteria will PGA Tour use to assess the locations and conditions under which it conducts tournaments and other events?**

The PGA Tour intends to continue to conduct tournaments in a way that benefits the players, sponsors, media partners, and fans and aligns with the Tour’s core mission to positively impact the communities where the Tour operates. Though the PGA Tour is still negotiating to reach a final agreement, the Tour will remain in control, including with respect to management of competition operations.

- 4. How will the PGA Tour work to ensure that employees and members do not face pressure, adversity, or other significant hardship based on their race, gender, or sexual identity when participating in PGA Tour events?**

As an organization, the PGA Tour is committed to diversity and inclusion in all its forms. The Tour has shown that commitment not just in words, but in actions. For example, in 2020, the PGA Tour pledged to raise \$100 million to support racial equity and inclusion efforts in our tournament communities within 10 years. In just three years, the PGA Tour has already surpassed that goal. The PGA Tour recently announced already raising \$124 million in charitable contributions, to date, in connection with that pledge. In 2022, the PGA Tour was the only major sports organization to participate in the Human Rights Campaign’s Corporate Equality Index, earning a 95 out of 100 on the voluntary index. The index measures, among other things, the adoption of equitable and inclusive workplace policies, practices, and benefits. In addition, the PGA Tour continues to partner with the LPGA to grow women’s golf, including through a new co-sanctioned tournament involving players from both tours.

- 5. Will PGA Tour commit to abiding by the UN Guiding Principles on Business and Human Rights—or other criteria designed to prevent, address, and remedy human**

² 2022 *Country Reports on Human Rights Practices: Saudi Arabia*, U.S. Dep’t of State, Bureau of Democracy, Human Rights, and Labor, https://www.state.gov/wp-content/uploads/2023/03/415610_SAUDI-ARABIA-2022-HUMAN-RIGHTS-REPORT.pdf (last visited July 19, 2023).

rights abuses committed in business operations—in reaching any final agreement with PIF?³

The PGA Tour has long been, and remains, committed to human rights and agrees with the fundamental values of the UN Guiding Principles on Business and Human Rights. The PGA Tour understands the important role that organizations play in promoting human rights. The Tour has demonstrated that commitment through concrete actions. In 2022, as explained above, the PGA Tour was the only major sports organization to participate in the Human Rights Campaign’s Corporate Equality Index, earning a 95 out of 100 on the voluntary index. The PGA Tour will continue its commitment to promoting human rights as negotiations continue.

Foreign Agents Registration Act (FARA)

Under the Framework Agreement, NewCo. will receive over \$1 billion of investment from PIF, the Saudi Arabian sovereign wealth fund chaired by Crown Prince Mohammed bin Salman. Yasir al-Rumayyan, a sitting minister of the government of Saudi Arabia, will serve in multiple influential leadership roles in NewCo. and PGA Tour.

6. Given this relationship, does PGA Tour anticipate that NewCo. will need to register under the Foreign Agents Registration Act (FARA)?

No. The PGA Tour believes that the new entity contemplated by the framework agreement would not be an agent of a “foreign principal” under FARA because, among other reasons, the agreement provides that regardless of PIF’s financial investment the Tour will, at all times, have a majority of the board and control NewCo’s operations. Under the framework agreement, PIF will be a non-controlling investor.

7. If the deal is finalized, what role will Yasir al-Rumayyan have in implementing changes to the procedure or operations of PGA Tour?

If the parties reach a final agreement, the PGA Tour and PIF will mutually determine whether Yasir al-Rumayyan or any another PIF representative will sit on the PGA Tour Policy Board, which currently consists of eleven voting directors (including a voting majority of six player directors). Any director is able to attend meetings and express their views. The framework agreement further provides that the PGA Tour will always have a voting majority on the board of the newly formed subsidiary in which PIF may have an investment.

³ See United Nations Office of the High Commissioner, *Guiding Principles on Business and Human Rights*, U.N. Doc. HR/PUB/11/04 (2011), https://www.ohchr.org/sites/default/files/documents/publications/guidingprinciplesbusinesshr_en.pdf.

8. **Has PGA Tour sought any advice, consultation, or guidance on whether it or its employees, players, affiliated individuals, sponsors, or related entities will need to register under FARA following the execution of any final agreement between PGA Tour and PIF? If so, who did PGA tour consult with?**

The PGA Tour takes very seriously its obligation to comply with federal laws, including FARA. While no final agreement yet exists, the Tour will not enter into any final agreement that prevents it from operating as it does today, with authority to control its own operations. The Tour is consulting with counsel regarding FARA.

9. **Does PGA Tour anticipate that it or any of its employees, players, affiliated individuals, sponsors, or related entities will need to register under FARA following the execution of any final agreement between PGA Tour and PIF?**

No, while a final agreement has not yet been reached, and its specific terms therefore are not yet known, the Tour does not anticipate that its terms would require FARA registration. The PGA Tour believes that the new entity contemplated by the framework agreement, and any persons acting on behalf of the new entity, would not be agents of a “foreign principal” under FARA because, among other reasons, the agreement provides that the PGA Tour will, at all times, have a majority of the board and control its operations. Under the framework agreement, PIF will be a non-controlling investor.

10. **Will PIF participate in the public relations and marketing of PGA Tour and/or NewCo.? If so, how?**

Negotiations over a potential definitive agreement are ongoing. Under the framework agreement, PIF will be a non-controlling investor in NewCo, and the PGA Tour will always maintain majority control of the boards of the PGA Tour and NewCo.

11. **What other entities will participate in the public relations and marketing of PGA Tour and/or NewCo.?**

Negotiations over a potential definitive agreement are ongoing. Under the framework agreement, PIF will be a non-controlling investor in NewCo, and the PGA Tour will always maintain majority control of the boards of the PGA Tour and NewCo.

Questions from Senator Josh Hawley

1. **According to reports, the PGA Tour signed a 20-year deal with Chinese company Shankai Sports to manage operation of the PGA Tour - China Series beginning in 2018; the deal was financed by a \$45 million investment from Chinese private equity firm Yao Capital. What is the status of this contract? Is it still active or enforceable?**

The PGA Tour - China Series has not operated since 2019 and the PGA Tour terminated all agreements with the operator of PGA Tour - China Series in January 2021. The PGA

Tour had no involvement in the financing or investment that Shankai Sports may have obtained from Yao Capital to fund any or all of its ventures.

2. Why did the PGA Tour reportedly not disclose its deal with Shankai Sports on its IRS Form 990 for 2018 or 2020? Did the PGA Tour disclose this deal elsewhere?

As an organization exempt from federal income tax under Internal Revenue Code Section 501(c)(6), the PGA Tour files an IRS Form 990. PGA Tour Holdings, Inc. (“Holdings”) is a PGA Tour subsidiary wholly owned by the PGA Tour that files its own U.S. federal income tax return, as required under applicable federal law. As is common for how the PGA Tour conducts business outside of the United States, Holdings formed a wholly owned limited company in China (“China subsidiary”), which contracted with Shankai Sports to operate the PGA Tour - China Series. The PGA Tour’s obligations related to the PGA Tour - China Series were managed by the China subsidiary and operations were primarily carried out by Shankai Sports. The PGA Tour was not required to report activities by the China subsidiary on its IRS Form 990 and instead appropriately have been and will continue to be appropriately reported on Holdings’ U.S. federal income tax return, consistent with federal law.

3. During the hearing, you stated that the PGA Tour China Series has not operated since 2019, but according to reports, the PGA Tour China Series had events scheduled in China as recently as 2021. Will the PGA Tour commit to not restarting the PGA Tour China Series or holding any similar tournament series in China?

The PGA Tour - China Series has not operated since 2019, and PGA Tour terminated all agreements with the operator of PGA Tour - China Series. Moreover, since 2019, other than a single qualifier tournament for PGA Tour - China Series in January of 2020, there have been no qualifiers or events for any tour owned or operated by the PGA Tour in China. The Tour has no current plans to restart the PGA Tour - China Series or to sanction a tournament or qualifier in China on any tour owned or operated by the PGA Tour.

Permanent Subcommittee on Investigations
Senate Homeland Security and Governmental Affairs Committee

Hearing on “The PGA-LIV Deal: Implications for the Future of Golf and
Saudi Arabia’s Influence in the United States”

July 11, 2023

James J. Dunne III, Independent Director, PGA TOUR, Inc.

Questions from Chairman Richard Blumenthal (D-CT)

1. **On December 8, 2022, you received an email from Roger Devlin—a British businessman associated with PIF—about a possible agreement to resolve the ongoing dispute between PGA Tour and LIV Golf. It appears that, after a few email exchanges, you declined the meeting. Why did you decline to speak with Mr. Devlin at that time?**

In January 2023, I began serving as an independent director of the PGA TOUR, Inc. (“Tour”) Policy Board, which is its governing board of directors. Prior to January 2023, I had no official affiliation with the Tour, and therefore, was not in a position to engage in substantive discussions on behalf of the Tour.

2. **Your email exchange with Devlin shows that he reached out to you again on April 14, 2023. He wrote, “I fear the Saudis will doubledown on their investment and golf will be split asunder in perpetuity.” What did you understand Devlin to mean by this?**

While I cannot speak to Mr. Devlin’s intended meaning, with LIV Golf’s inaugural season in 2022, there was a noticeable shift in the game of golf. The sport that was once a unifying force was filled with animosity, conflict, and division. The players were choosing sides, and the Tour was faced with the unfortunate necessity of suspending players who chose to join LIV. The impact of their departures was significant for the Tour. This was a huge and growing disruption, which distracted the key stakeholders from our usual focus on the game of golf and on the Tour’s larger charitable mission.

3. **Did Devlin’s April 14, 2023, email prompt your outreach to PIF Governor Yasir Al-Rumayyan on April 18? If not, what prompted your April 18 outreach?**

I joined the Tour’s Board at a time of great concern for all of us who love the game of golf. The tension among players was spreading to fans and sponsors. I was concerned that this new environment, which was leading to division and uncertainty, would irreparably damage the sport forever. As Board members, we have a responsibility to protect the game. I felt the Tour had to move towards a solution for the differences that were causing disruption, and we had to do it in a way that preserved the standards, tradition, and authority of the tour. For that to happen, we needed

to act from a position of strength. This would allow us to focus on uniting the game or walk away if that objective was not being served.

We found ourselves in that position in April of this year. By then, major court rulings had set back LIV in its litigation against both the Tour and Europe's DP World Tour. It was the right moment to reach out. We knew that a long-term fight with LIV would be harmful to the players, fans, sponsors, and charities.

- 4. Had you discussed a possible deal with PIF with anyone when you received the April 14, 2023, email from Devlin? If so, please describe who you communicated with and when, and briefly describe what was discussed.**

Upon joining the Board in January 2023, I advised Jay Monahan, Tour Commissioner, and other members of the Board that at some point in time, the Tour needed to sit down with PIF's leadership to better understand what they were thinking.

- 5. Who else at PGA Tour or elsewhere was aware of your April 18, 2023, outreach to Yasir Al-Rumayyan?**

I recall discussing the outreach with two individuals: Mr. Monahan and Ed Herlihy, Chairman of the Tour Policy Board.

- 6. Did Mr. Monahan or anyone else at PGA Tour authorize your April 18, 2023, outreach to Yasir Al-Rumayyan?**

I contacted Mr. Al-Rumayyan at the direction of Mr. Monahan.

- 7. During your April and May meetings with Yasir Al-Rumayyan and other representatives from PIF, did Governor Al-Rumayyan specify how much money PIF would invest in PGA Tour and/or any new entity to be formed in a future partnership? If so, how much money did he propose and during which meeting(s) did he make this proposal? Did the amount proposed change over time, and was it ever reflected in writing?**

Discussions with Mr. Al-Rumayyan around the Framework Agreement focused on six high-level principles for a potential agreement. These principles included two very important potential components from the Tour's point of view: the complete and final settlement of all existing legal disputes, as well as the Tour's continuing responsibility for management of its professional golf operations. From our perspective, these were extremely favorable terms, offering the chance for the Tour to unite the game, repair the fracture, and provide significant future benefits for players, fans, sponsors, and the charities that we support. The specifics of establishing PIF's minority position would be negotiated as part of a definitive agreement.

- 8. During your April and May meetings with Yasir Al-Rumayyan and other representatives from PIF, did any PIF representative other than Governor Al-Rumayyan specify how much money PIF would invest in PGA Tour and/or any new entity to be formed in a future partnership? If so, how much money was proposed and during which meeting(s) did this proposal occur? Did the amount proposed change over time, and was it ever reflected in writing?**

Please see response to Question 7.

- 9. During the negotiations leading up to the Framework Agreement, did Governor Al-Rumayyan or any PIF representative discuss the possibility of conducting tournaments or other golf-related events in Saudi Arabia as part of the eventual agreement? If so, please describe those discussions and the number and details of any potential tournaments or other events in Saudi Arabia that were proposed or otherwise discussed.**

The negotiations focused on the six high-level principles underlying the Framework Agreement, which is simply an agreement to try to get to an agreement and settle the lawsuits. The Framework Agreement ensures that the Tour will retain responsibility for managing its golf operations. The specifics of golf operations, including the location of tournaments, will be decided by Tour executives.

- 10. Were there any discussions with PIF or its representatives prior to the signing of the Framework Agreement about what the structure of the new entity would look like? If so, please describe those discussions and any proposed structures of the new entity that were discussed.**

The Framework Agreement contemplates the creation of a new entity that would combine the golf operations of the Tour and LIV in a subsidiary of the Tour in which PIF would have a minority interest. We were not prepared to agree to this without embedding within the Framework Agreement clear safeguards. For example, the Framework Agreement expressly provides that if a definitive agreement were to be reached, the Tour “will at all times maintain a controlling voting interest in” the new entity, whereas PIF will hold only “a noncontrolling voting interest, notwithstanding any incremental investment by PIF.” There are also critical provisions related to the new entity’s Board of directors. Under the terms of the Framework Agreement, there must be “majority representation appointed by” the Tour on the Board of the new entity.

The Tour will have full decision-making authority. These safeguards were very important to us. We could not, and would not, have reached even this initial Framework Agreement without these strong safeguards against inappropriate control over the game of golf by the PIF.

- 11. Was the division of assets discussed with PIF or its representatives prior to the signing of the Framework Agreement as a part of the negotiation process? If so, please describe what assets PGA Tour would contribute and what assets LIV Golf would contribute.**

The Framework Agreement is an initial step toward a potential final agreement. Even though limited in scope, we were not prepared to agree to the agreement without embedding within the Framework Agreement clear safeguards. The Framework Agreement expressly provides that the Tour “will at all times maintain a controlling voting interest” in any new entity. Further, under the agreement, the Tour will have “full decision-making authority with respect to all strategic and operational matters related to competition” in golf.