

U.S. Department of Justice  
Washington, DC 20530

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

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant BGR Government Affairs, LLC	2. Registration Number 5430
--	--------------------------------

3. Name of Foreign Principal  
Embassy of the State of Qatar

Check Appropriate Box:

- 4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
- 7. What is the date of the contract or agreement with the foreign principal? 03/01/2024
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
Provide government relations services.

---

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

The Registrant will work with the Foreign Principal and will provide government affairs services by engaging and facilitating communications with the relevant officials and decision makers in the U.S.

---

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The nature and method of performance of the contract will include strategic guidance and counsel with regard to government affairs activity within the U.S. This may include relevant outreach to US. government officials, non-government organizations, and other individuals within the U.S. Additionally, it may include the dissemination of informational materials.

---

11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes  No  N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
------	---------	--------	---------

---

12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes  No  N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
---------------	-----------	---------	-----------------------

---

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes  No  N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
------	-----------	---------	-----------------------

---

<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
03/10/2024	Chelsea Mincheff	/s/Chelsea Mincheff
_____	_____	_____
_____	_____	_____
_____	_____	_____

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
3/10/2024	Chelsea Minchell	
_____	_____	_____
_____	_____	_____
_____	_____	_____

022724

## CONSULTING SERVICES AGREEMENT

**THIS CONSULTING SERVICES AGREEMENT** (the "Agreement"), effective March 1, 2024 is made by and between:

**Embassy of the State of Qatar** (the "Embassy")  
2555 M Street, NW  
Washington, DC 20037  
Attn: Deputy Chief of Mission

and

**BGR Group** (the "Consultant")  
The Homer Building  
Eleventh Floor South  
601 Thirteenth Street, NW  
Washington, DC 20005  
Attn: Chelsea Bacher Mincheff, Esq.

- 1. Term.** The Term of this Agreement shall commence on March 1, 2024 (the "Effective Date"), and shall expire on COB December 31, 2024, unless earlier terminated in accordance with the Agreement. The Term may be extended only upon execution of a written amendment, signed by the authorized representatives of both parties.
- 2. Scope of Services.** During the Term, Consultant shall perform the services (the "Services") described in Appendix A.
- 3. Compensation to Consultant.** In consideration for the Services performed under this Agreement, the Embassy shall compensate Consultant in accordance with Appendix B.
- 4. Disclosure of Actual or Potential Conflicts of Interest.** During the Term, Consultant shall provide prompt written notice to Embassy of any Consultant engagement to advise or represent a sovereign state in the MENA Region (as defined by the World Bank), other than the State of Qatar, or any entity that is substantially owned or controlled by such states, other than the State of Qatar. Consultant shall promptly disclose to the Embassy any actual or potential conflicts of interest that arise in the course of any engagement undertaken by Consultant.
- 5. Confidentiality.** Consultant agrees that all documents, information or communications (whether verbal or recorded) exchanged between Consultant and the Embassy (including the Embassy's officers, employees, contractors, or attorneys), and any information generated or received by Consultant in the course of performance of this Agreement, are confidential, and will not be disclosed by Consultant to any person except as authorized by the Embassy, or as required by law, or to the extent such information is in the public domain. Consultant agrees that Consultant will not use any confidential information for any purpose other than performance of this Agreement. Any deliverable that Consultant produces in the performance of this Agreement shall be the sole property of the Embassy,

and may be used by the Embassy without restriction. This provision shall survive expiration or termination of this Agreement.

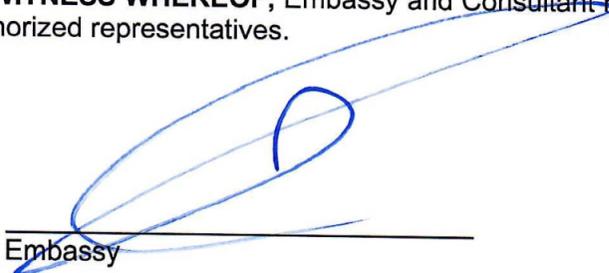
- 6. Independent Contractor.** Consultant's services shall be performed in the capacity of an independent contractor. This Agreement is not intended to establish an employer-employee relationship, or principal-agent relationship. Consultant is not authorized to commit the Embassy or the State of Qatar to any cost, contract, or other obligation. Consultant is not authorized by this Agreement to act as a spokesperson or agent on behalf of the State of Qatar or the Embassy in any political activity, in any public or private statement or informational materials, or in any media statement or interview, except upon Embassy direction.
- 7. Compliance with Law.** In the execution and performance of this Agreement, Consultant confirms that Consultant has complied, and will comply, with all applicable laws. Without limiting the generality of the foregoing, Consultant will comply with all federal and state laws, regulations and orders applicable to its operations and the services provided hereunder, including, without limitation the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§78dd-1, et. seq., a U.S. law that prohibits payments to foreign officials for the purpose of obtaining or keeping business, the Foreign Agent Registration Act, the Honest Leadership and Open Government Act, the Lobbying Disclosure Act as amended, and/or other applicable U.S. state lobbying laws. Consultant represents and warrants that it will comply with all applicable registration and disclosure requirements.
- 8. Responsibility for Consultant Employees and Subcontractors.** Consultant shall be responsible for assuring that Consultant's employees and subcontractors assigned to performance of this Agreement, if any, will comply with Paragraphs 4, 5, 6 and 7 of this Agreement.
- 9. Limitation of Liability.** Embassy agrees that neither Consultant nor any of its employees, directors, agents, representatives, shareholders, officers or controlling persons shall have any liability to the Embassy, its employees, directors, shareholders, officers, representatives, or controlling persons, for any damages arising out of or related to Consultant's performance of services under this Agreement, except to the extent that such damages result from Consultant's breach of its obligations hereunder or from its gross negligence or willful misconduct. Consultant agrees that neither Embassy nor any of its employees, directors, agents, representatives, shareholders, officers or controlling persons shall have any liability to the Consultant, its employees, directors, shareholders, officers, representatives, or controlling persons, for any damages arising out of or related to Embassy's performance of services under this Agreement, except to the extent that such damages result from Embassy's breach of its obligations hereunder or from its gross negligence or willful misconduct.
- 10. Termination.** This Agreement may be terminated by the Embassy or Consultant at any time, without cause, and such termination shall be effective 30 calendar days after written notice. In the event of such termination, Consultant's compensation shall be prorated to the effective date of termination.
- 11. Disputes.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled exclusively by arbitration administered by the American

Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The number of arbitrators shall be one, and the place of arbitration shall be Washington, D.C.

**12. General Provisions.**

- a. Neither party may assign, subcontract or otherwise transfer any of its rights, duties or obligations under this Agreement without prior written consent from the other party.
- b. The parties reserve all rights and remedies arising from a breach of this Agreement; provided, however, that neither party shall be liable to the other party for indirect, consequential, or punitive damages, irrespective of the nature of the claim or cause of action.
- c. No failure or delay by a party in exercising any right or remedy shall operate as a waiver of these or any other rights and remedies.
- d. No modification, extension or renewal of this Agreement shall be effective unless reflected in a written agreement executed by the parties.
- e. Nothing in this Agreement shall waive or alter the privileges and immunities to which the Embassy is entitled under the laws of the United States or any other jurisdiction.
- f. This Agreement reflects the entire agreement between Embassy and Consultant, and supersedes any prior agreements with respect to this subject.

**IN WITNESS WHEREOF**, Embassy and Consultant have executed this Agreement by their duly authorized representatives.

By:   
Embassy

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

**APPENDIX A: SCOPE OF SERVICES**

The Services shall include government relations advice and assistance to advance the bilateral relationship between the State of Qatar and the United States.

All resources of Consultant will be available to Embassy in performance of the Services. Consultant's team will be led by Lester Munson and supported by Mark Tavlarides and Hunter Strupp.

## APPENDIX B: COMPENSATION AND PAYMENTS

In consideration for the Services performed under this Agreement, the Embassy shall compensate Consultant during the Term as follows:

1. **Consulting Fee:** For the Services rendered pursuant to this Agreement, the Embassy shall pay Consultant a fixed consulting fee (the "Consulting Fee") of US\$ 35,000 per month. The Consulting Fee shall be payable on the first day of each calendar month during the Term. For the avoidance of doubt, the first payment shall be due March 1, 2024.
2. **Expenses:** The consulting fee is inclusive of all expenses incurred by Consultant, except that Embassy shall reimburse: (a) reasonable (business class or equivalent) expenses (including travel-related accommodations and meals) for travel that is approved in writing by Embassy; and (b) such other expenses as are approved in writing by Embassy.
3. **Invoices:** Consultant shall provide the Embassy with written invoices in advance of all payments or expense reimbursements required by this Agreement. Upon request, Consultant shall provide records sufficient to support all reimbursement invoices for Embassy-approved expenses.
4. **Payment Instructions:** Embassy shall make all payments and reimbursements required by this Agreement according to Consultant's written instructions (separately provided) for payments via electronic funds transfer.