

OMB No. 1124-0004; Expires May 31, 2020

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 Nelson Mullins Riley & Scarborough LLP	2. Registration Number 5928
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3. Name of Foreign Principal

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? March 31, 2020

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Amending the September 2019 contract with the State of Qatar.

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

Registrant will provide research, government relations and strategic consulting services on behalf of the foreign principal within the United States. Registrant may provide advice regarding communications with Legislative Branches and Executive Branches of the U.S. Government to advance the bilateral relationship between the U.S. and the State of Qatar.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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 or dissemination of informational materials.

Registrant may provide counsel to the State of Qatar on matters relating to strategic communications and government relations services.

Registrant activities on behalf of the Foreign Principal may include communications with Members of Congress and Congressional Staff, Executive Branch officials, the media, and with other individuals and organizations involved with governmental and public policy matters.

11. Prior to the date of registration² for this foreign principal did the registrant engage in any registrable activities, such as political activities, for this foreign principal?

Yes No

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.

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

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, did the registrant receive from the foreign principal any contribution, income, money, or thing of value either as compensation on, or for disbursement, or otherwise?

Yes No

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
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Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, did the registrant spend or disburse any money in furtherance of or in connection with its activities on behalf of the foreign principal?

Yes No

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	To Whom	Purpose	Amount
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¹ "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.

^{2,3,4} 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

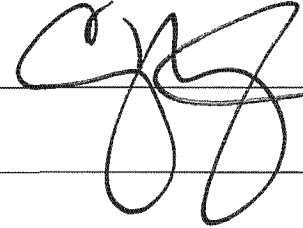
In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

April 3, 2020 CRAIG METZ



A handwritten signature in black ink, appearing to read 'Craig Metz', written over a horizontal line. The signature is stylized with a large loop at the end.

**ENGAGEMENT LETTER
AMENDMENT ONE**

THIS AMENDMENT ONE (the "Amendment") is effective on March 31, 2020 and amends that certain Engagement Letter dated September 20, 2019 (the "Engagement Letter"), by and between **EMBASSY OF THE STATE OF QATAR** (the "Embassy") and **NELSON MULLINS RILEY & SCARBOROUGH LLP** (the "Firm").

In consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Embassy and Firm hereby agree as follows:

1. The provision entitled, "Scope of Representation," is amended by adding the following new paragraph:

James P. Moran shall be the responsible partner for this engagement.

2. The provision entitled, "Key Personnel," is deleted in its entirety, and replaced with the following new provision:

Legislative Affairs Professional

In consultation with Client, Firm shall recruit and employ an experienced legislative affairs professional who shall devote substantially full time to supporting this engagement, with responsibility for assisting the team members assigned by Firm to this engagement, coordination of all of Firm's engagement-related activities, and assuring timely and effective liaison with Client.

3. The provision entitled, "Fees and Expenses and Term of Engagement," is amended as follows:

- a. Paragraph One is deleted in its entirety, and replaced with the following:

Subject to the terms of this paragraph, Client will pay Nelson Mullins a monthly retainer fee of US\$ 125,000, payable monthly in advance. The foregoing monthly retainer fee shall be applicable to services rendered in the month of March 2020 and in subsequent months during the engagement. Upon Firm's employment of the legislative affairs professional described above, the monthly retainer fee shall be adjusted to US\$ 150,000.

- b. At the end of the provision entitled, "Fees and Expenses and Term of Engagement," the following new paragraph is added:


The term of this Agreement shall commence September 1, 2019. The Agreement may be terminated without cause by Embassy at any time, and such termination shall be effective 90 days after written notice of termination.

4. The provision entitled, "Conflicts," is amended as follows:

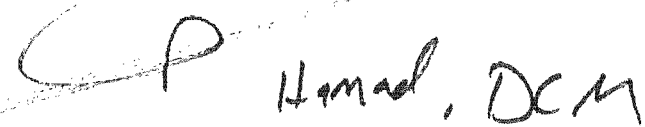
The term "Key Personnel" is deleted, and replaced with "Firm partner, employee, or contractor assigned to this Engagement."

Except as expressly amended by this Amendment, all other terms of the Engagement Letter shall remain unchanged and shall continue in full force and effect according to their terms.

IN WITNESS WHEREOF, the parties have executed this Amendment, effective on the date set forth above.



Nelson Mullins Riley & Scarborough LLP



Embassy of the State of Qatar