

U.S. Department of Justice

Washington, DC 20530

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

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

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

The Gallagher Group, LLC

2. Registration No.

6277

3. Name of Foreign Principal

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

The Gallagher Group, LLC will provide advice regarding the Embassy's communications with the Legislative and Executive Branches of the United States Government to advance the bilateral relationship between the United States and the Government of the State of Qatar, including assistance in promoting economic and security cooperation, preparing for visits to the United States by delegations representing Qatar, and responding to inquiries and requests from the United States Government.

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

The Gallagher Group, LLC will provide advice regarding the Embassy's communications with the Legislative and Executive Branches of the United States Government to advance the bilateral relationship between the United States and the Government of the State of Qatar, including assistance in promoting economic and security cooperation, preparing for visits to the United States by delegations representing Qatar, and responding to inquiries and requests from the United States Government.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Gallagher Group, LLC will advise, assist and represent the Embassy of the State of Qatar and United States Government relations and lobbying efforts. It will organize and conduct meetings with United States Government officials, as directed.

EXECUTION

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

| Date of Exhibit B | Name and Title | Signature |
|-------------------|-------------------------------|------------------------|
| July 16, 2017 | James P. Gallagher, President | /s/ James P. Gallagher |
| | | eSigned |

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

EMBASSY OF THE
STATE OF QATAR
Washington, DC



سفارة دولة قطر
واشنطن د.ج.س.ق.

July 11, 2017

The Gallagher Group, L.L.C.
2503 Hayes Street
Alexandria, VA 22302

Attention: Mr. James Gallagher

Dear Mr. Gallagher:

This refers to the Consulting Services Agreement (the "Agreement") between the Embassy of the State of Qatar and The Gallagher Group, L.L.C. ("Gallagher"), dated July 11, 2016, as amended.

This will confirm our mutual agreement to extend the Term of the Agreement for the period commencing July 1, 2017 and expiring on December 31, 2017, subject to the following amendments.

1. The Fees payable to Gallagher shall be \$25,000 per month, payable on the first day of each calendar month, commencing July 1, 2017.
2. The Embassy shall reimburse reasonable expenses incurred by Gallagher in the performance of this Agreement; provided, however, that: (i) expenses in excess of \$500 per month shall not be reimbursed, unless approved in advance and in writing by the Embassy; (ii) expenses shall be invoiced monthly; and (iii) if requested by the Embassy, Gallagher shall provide vendor receipts for all invoiced expenses.
3. During the Term, and for a period of one year thereafter, neither Gallagher nor any employee or subcontractor assigned by Gallagher to work on this Agreement, shall advise, represent or accept engagements from any sovereign state whose Ambassador is recalled from Qatar as of July 1, 2017, or any entity that is substantially owned or controlled by such states.
4. The Agreement may be terminated without cause, effective 30 days after written notice by either party. In the event of a termination without cause, you will be entitled only to the fees earned, and reimbursable expenses incurred, through the effective date of termination.

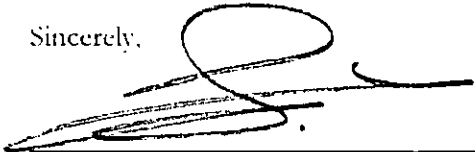
Except as expressly stated herein, nothing in this letter shall alter or amend the terms of the Agreement.

If these terms are agreeable, please confirm by adding your signature below, and returning a

signed original version of this letter to me.


We look forward to working with you.

Sincerely,



For the Embassy of the State of Qatar

AGREED:



For The Gallagher Group, LLC

Date: 7/11/2017