

OMB No. 1124-0006, Expires May 31, 2020

U.S. Department of Justice  
Washington, DC 20530

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

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by 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 this 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 .49 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 and Address of Registrant  Stonington Strategies LLC (address on file with DOJ)	2. Registration No.  6458
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3. Name of Foreign Principal Blue Fort Public Relations LLC	4. Principal Address of Foreign Principal
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5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country<sup>1</sup>
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (*specify*) \_\_\_\_\_
- Individual-State nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
- b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Stonington was retained by Blue Fort, a private firm that is incorporated in Qatar with offices in London, UK and Washington, DC, to foster commercial and international investment-related outreach opportunities for private companies and investors from Qatar into the United States. Over the course of the contract, Stonington Strategies made senior level introductions, arranged trips, and fostered dialogue between American and Qatari companies and their executives to facilitate collaboration; analyzed and presented business opportunities to Qatari investors; and engaged best-in-class subcontractors.

b) Is this foreign principal:

- Supervised by a foreign government, foreign political party, or other foreign principal Yes  No
- Owned by a foreign government, foreign political party, or other foreign principal Yes  No
- Directed by a foreign government, foreign political party, or other foreign principal Yes  No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes  No
- Financed by a foreign government, foreign political party, or other foreign principal Yes  No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes  No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

To the best of Stonington's knowledge, Blue Fort is a private firm that is incorporated in Qatar with offices in London, UK and Washington, DC.

**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 A 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 A	Name and Title	Signature
Oct. 26, 2018	Nicolas Muzin, CEO	

**Stonington Strategies' Activities on Behalf of Blue Fort between September 1, 2017 and February 28, 2018:**

Over the course of the contract, Stonington Strategies made senior level introductions, arranged trips, and fostered dialogue between American and Qatari companies and their executives to facilitate collaboration; analyzed and presented business opportunities to Qatari investors; and engaged best-in-class subcontractors.

Between September 1, 2017 and February 28, 2018, Stonington Strategies had contacts with the following individuals for the above purposes:

**Contacts:**

- Eric Anton – Marcus & Millichap
- Gary Barnett – Extell Development Company
- Joe Cayre – Midtown Equities
- Kevin Gallagher – Macduff Capital
- Kenneth Horn – Alchemy Properties
- Terry Hungle – Imagine Communications
- Jay Lifton – Cella Energy
- Martin Oliner – First Lincoln Holdings
- Lila Ontiveros – CAZ Investments
- Zachary Pack – BlackRock and W.P. Carey
- Phil Rosen – Weil, Gotshal & Manges
- Michael Salzhauer – Benjamin Partners
- Gary Torgow – Chemical Financial Corporation
- Steve Witkoff – Witkoff Group
- Craig Wood – Cape Advisors

**Stonington Payments Made In Connection with the Blue Fort Representation:**

- Sept 18, 2017 - \$500,000 (wire) payment to Lexington Strategies for consulting services
- Sept 22, 2017 - \$600,000 (check) payment to Lexington Strategies for consulting services
- Oct 10, 2017 - \$1,200,000 (wire) payment to Lexington Strategies for consulting services

**Stonington Payments Received In Connection with the Blue Fort Representation:**

- Sept 18, 2017 - incoming wire \$1,950,000 from Blue Fort Public Relations LLC for services rendered
- Oct 10, 2017 - incoming wire for \$1,950,000 from Blue Fort Public Relations LLC for services rendered

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**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  Stonington Strategies LLC (address on file with DOJ)	2. Registration No.  6458
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3. Name of Foreign Principal  Blue Fort Public Relations LLC
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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.

On August 29, 2017, an initial consultancy agreement was signed between Stonington and Blue Fort broadly identifying the intended scope of anticipated services to be rendered. Because the scope of the consultancy services that Stonington has been providing Blue Fort are not as extensive as originally anticipated, on November 8, 2017, Stonington and Blue Fort signed a revised agreement, clarifying the nature of services to be rendered. This revised agreement is attached.

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


Over the course of the contract, Stonington Strategies made senior level introductions, arranged trips, and fostered dialogue between American and Qatari companies and their executives to facilitate collaboration; analyzed and presented business opportunities to Qatari investors; and engaged best-in-class subcontractors.

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.

**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
Oct 26, 2018	Nicolas Muzin, CEO	

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

November 8, 2017

Mr. Nicolas Muzin  
Stonington Strategies LLC  
nick@stoningtonstrategies.com

**CONFIDENTIAL**

Re: Variation of Agreement for Consulting Services

Dear Mr. Muzin:

This will confirm the variation of our agreement dated August 29, 2017 (the "Agreement") by which Nicolas Muzin ("Mr. Muzin") and Stonington Strategies LLC ("Stonington"; Mr. Muzin and Stonington, together, "you" or "your") agreed to provide consulting services to Blue Fort Public Relations LLC, a private company duly organized and validly existing under the laws of the State of Qatar (together with its affiliates, the "Company"). Capitalized terms when used in this letter will have the same meaning as those used in the Agreement unless otherwise explicitly defined.

WHEREAS, the Company, Stonington and Mr. Muzin (together, "Parties") have now agreed the scope of consulting services ("Services") to be provided under the Agreement, as the same are set out in the Schedule hereto, and their manner of delivery;

WHEREAS, the Parties agree and acknowledge that the scope of Services is not as extensive as originally anticipated and that, accordingly, the Retainer Fee will be adjusted as set out below;

WHEREAS, the Company agrees that you have, and may in the future, sub-contract certain material services to subcontractors approved by the Company to assist in the delivery of the Services;

WHEREAS, the Parties agree that no actions required to be performed under the Agreement as varied by this letter shall be construed to require Stonington to perform activities that would trigger a lobbying registration obligation under the United States Foreign Agents Registration Act, which specifically requires registration for certain political or public relations activities performed by or on behalf of a foreign Government;

WHEREAS, the Parties agree that no actions required to be performed under the Agreement as varied by this letter shall be construed to require Stonington to perform activities that would trigger a registration under The Lobbying Disclosure Act, and that no registration will be made;

WHEREAS, the Parties agree that it is in their mutual interest to vary the Agreement as set out in this letter properly to reflect their intentions and respective obligations pursuant to the same.

Therefore, the Parties agree that the Agreement is varied as set out below such that the Agreement will be read and construed accordingly:

1. The Services to be provided under the Agreement will be as set out in the Schedule hereto, and will be provided on a call-off basis by notice from the Company to you;
2. The term of the Agreement will be extended to a period of 6 months from September 1, 2017 ("Term") but without prejudice to the termination provisions in the Agreement;



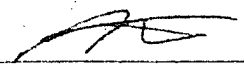
3. The Retainer Fee for the months of September and October, 2017 will be applied in part payment of Services received to date, with the balance being applied as payment on account of Services to be rendered over the remainder of the Term. For the avoidance of doubt, the Parties agree that no additional payments for Services will be made over and above the Retainer Fee already paid for the months of September and October, 2017;
4. Stonington has, and will in the future, sub-contract a material part of the Services with the Company's prior written approval, and Stonington confirms that no less than 60% of the Retainer Fee (as varied) will be paid by Stonington to its subcontractors;
5. That the Services do not include government relations work, and the Company represents that:
  - a. it does not represent the interests of the State of Qatar or its Government;
  - b. the reason that it has entered into the Agreement is to promote the interests of private companies and investors based in the State of Qatar by working on behalf of said private companies and investors to promote additional foreign investment, and
  - c. it is not owned, controlled, or financed by, a government or political party and that none of the activities contemplated under the Agreement shall include working for, or on behalf of, any government or political party;
6. That no actions required to be performed under the Agreement as varied by this letter shall be construed to require Stonington to perform activities that would trigger a lobbying registration obligation under the United States Foreign Agents Registration Act, which specifically requires registration for certain political or public relations activities performed by or on behalf of a foreign government;
7. That no actions required to be performed under the Agreement as varied by this letter shall be construed to require Stonington to perform activities that would trigger a registration under The Lobbying Disclosure Act, and that no such registration will be made with respect to the Agreement;
8. Save as otherwise varied by this letter, the terms of the Agreement will remain in full force and effect as if the same were set out in full herein.


Nothing in this Agreement shall waive or otherwise alter the privileges and immunities to which the Company is entitled under the laws of the United States or any treaty to which the United States is a party.

Except as otherwise expressly provided herein, any controversy or claim arising out of or relating to the Agreement, this letter, or the breach thereof, shall be within the exclusive jurisdiction of the State of Qatar, and you hereby consent to the personal jurisdiction of such courts and waive any argument of any nature that such courts are not appropriate courts, including any argument of *forum non conveniens*.

Please indicate your acceptance by signing below, and forwarding a copy of this letter to the Company.

Very truly yours,

  
\_\_\_\_\_  
For the Company

AGREED:   
\_\_\_\_\_  
For Stonington Strategies LLC

**SCHEDULE – Services**

The services will support the efforts of the Company to foster commerce and international investment outreach opportunities for private companies and investors from the State of Qatar into the USA, Middle East, Asia, and Europe. Services may include (without limitation):

- making senior level introductions between companies and their executives;
- fostering dialogue between companies and their executives to facilitate collaboration;
- arranging visits for Qatari executives to explore business opportunities in the USA, Middle East, Asia, and Europe;
- Analyzing and presenting investment opportunities to Qatari companies;
- Engaging best in class subcontractors and partners to ensure maximum value to the Company and its clients.

Services will be called-off by the Company and Parties will agree on the brief on a case by case basis.

