

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 ThirdCircle, Inc.	2. Registration Number 6540
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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? 01/03/2024
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

ThirdCircle, Inc. and their foreign principal, the Embassy of the State of Qatar, have extended their prior contract through the end of 2024.

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

Assist in arranging for state and local elected officials to participate in delegations traveling to Qatar for meetings with government officials, business and trade representatives, and representatives of other organizations and institutions.

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 and dissemination of informational materials.

Assist in arranging for state and local elected officials to participate in delegations traveling to Qatar for meetings with government officials, business and trade representatives, and representatives of other organizations and institutions.

11. Prior to the date of registration² 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
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12. During the period beginning 60 days prior to the obligation to register³ 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
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13. During the period beginning 60 days prior to the obligation to register⁴ 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
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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 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
05/14/2024	Richard Smokin	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Richard Smokin
05/14/2024	Jay Footlik	<input data-bbox="889 548 959 575" type="text" value="Sign"/> /s/Jay Footlik
_____	_____	<input data-bbox="889 632 959 665" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 716 959 749" type="text" value="Sign"/> _____

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.

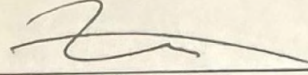
Date

Printed Name

Signature

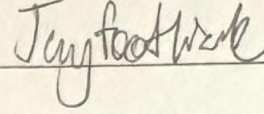
5-14-24

RICHARD SMOTICAK



5-14-24

JAY FOOTLIK



122823

**CONSULTING SERVICES AGREEMENT
AMENDMENT**

THIS AMENDMENT, effective January 1, 2024, shall amend that certain Consulting Services Agreement dated March 1, 2019, as amended (the "Agreement"), by and between:

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

and

Third Circle, Inc. (the "Consultant")
Attn: Mr. Richard Smotkin

In consideration of the mutual promises set forth herein, the Embassy and Consultant agree to amend the Agreement, as follows:

1. The Term of the Agreement shall be renewed for the period from January 1, 2024 through 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 authorized representatives of both parties.
2. Appendix B of the Agreement is amended by deleting Paragraph 1, and replacing it with the following:

"Consulting Fee: For the Services rendered pursuant to this Agreement, Embassy shall compensate Consultant as follows: US\$ 40,000. per calendar month (the "Consulting Fee"). Payments shall be made on the last calendar day of each month during the Term."

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

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

By: _____
Embassy

Dated: _____

By:  _____
Consultant

Dated: 1/3/24

062023

**CONSULTING SERVICES AGREEMENT –
AMENDMENT**

THIS AMENDMENT shall amend that certain **CONSULTING SERVICES AGREEMENT** (the “Agreement”), dated March 1, 2019, as previously amended, by and between:

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

and

Third Circle, Inc. (the “Consultant”)
Attn: Mr. Richard Smotkin

In consideration of the mutual promises set forth herein, the Embassy and Consultant agree to amend the Agreement as follows:


Term. The Term of this Agreement shall expire on COB December 31, 2023, 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.

Except as expressly amended by this Amendment, all other terms of the Agreement shall remain unchanged. Without limiting the generality of the foregoing, the Consulting Fee and installment schedule shall remain unchanged.

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

By: 
Embassy

Dated: 06/21/2023

By: 
Consultant

Dated: 6/21/23