

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.

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|---|--|
| 1. Name and Address of Registrant Ashcroft Law Firm, LLC | 2. Registration No. 6438 |
| 3. Name of Foreign Principal The Government of Qatar | 4. Principal Address of Foreign Principal Embassy of Qatar 2555 M Street, N.W. Washington, DC 20037 |

5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (<i>specify</i>) _____ |
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant
Executive Branch
- b) Name and title of official with whom registrant deals
Dr. Ahmad Alhammadi, Secretary General

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

¹ "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 when such faction or body of insurgents 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.

b) Is this foreign principal:

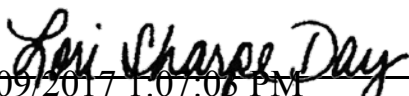
- Supervised by a foreign government, foreign political party, or other foreign principal Yes No
- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal Yes No
- Controlled by a 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.)*

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.

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 |
|-------------------|-----------------------------------|---|
| June 9, 2017 | Lori Sharpe Day, Managing Partner |  |

**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 Ashcroft Law Firm, LLC | 2. Registration No. 6438 |
|---|-----------------------------|

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|---|
| 3. Name of Foreign Principal Government of Qatar |
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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.

The Firm will use its extensive experience and expertise in advising domestic and international clients to evaluate, verify and as necessary, strengthen the client's anti-money laundering and counterterrorism financing ("AML/CTF") compliance programs; providing legal advice and recommendations regarding enhancing and improving such efforts. Reporting the Firm's findings to Client.

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

In evaluating, verifying, and as necessary, strengthening the client's anti-money laundering and counterterrorism financial compliance programs and providing legal advice and recommendations to enhance and improve such efforts, the Firm will review documents, conduct interviews and engage in outreach to US government officials and other policy experts.

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.

With the goal of fully evaluating the client's AML/CTF compliance programs the Firm may engage in outreach efforts to US government officials and/or communicate with the media relating to the Firm's work.

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 |
|-------------------|-----------------------------------|--|
| June 9, 2017 | Lori Sharpe Day, Managing Partner |  |

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.

June 7, 2017

VIA EMAIL: aa@orycap.com
c/o Ahmed Y. Al-Rumaihi

We appreciate your decision to engage the Ashcroft Law Firm, LLC (the "Firm") as legal counsel in connection with the matter set forth herein. This engagement letter expresses the Firm's understanding of the services you, the Government of Qatar (the "Client") have engaged the Firm to render on your behalf. This engagement letter also outlines costs and terms of payment associated with the Firm's work on this matter.

Scope of Engagement

Client has retained the Firm for the broad purpose of providing the Client with comprehensive strategic advice, legal counsel, support, and representation related to confirming, educating, assessing and reporting on the Client's efforts to combat global terrorism and its support of and compliance with international financial regulations, including compliance with United States Treasury rules and regulations.

The engagement will be led by John D. Ashcroft, former United States Attorney General and United States Senator. General Ashcroft will enlist the support and expertise of former key government leaders, including former officials who held very senior positions within the Intelligence Community, the Federal Bureau of Investigation, the Department of the Treasury and the Department of Homeland Security as necessary, to complete the engagement in the best interest of the Client.

The Firm's work will include crisis response and management, program and system analysis, media outreach, education and advocacy regarding the Client's historical, current, and future efforts to combat global terror and its compliance goals and accomplishments. The Firm understands the urgency of this matter and need to communicate accurate information to both a broad constituency and certain domestic agencies and leaders. The Firm will advance, advocate, represent, and protect the Client's interests as necessary, including, but not limited to the development of comprehensive legal and government affairs strategy, coordination as necessary and in the interest of the Client, assessment of the pending news and certain nations claims that adversely impact the Client's reputation and pose serious risk and consequences.

Fees and Expenses

Given the urgent need to commence work immediately and the firm's intention's to make this matter a top priority, the Firm will require a \$2,500,000.00 retainer (the "Flat Fee") to immediately commence work on the above-referenced matter, payable upon execution of this engagement letter. Such Flat Fee will cover all the costs associated with the engagement during the first ninety (90) days including the fees of any vendors that the firm brings on to provide public affairs support. The Client will be separately responsible for any fees for third party principals recommended by the firm and accepted by the client. Travel related expenses will be billed

222 South Central Avenue • Suite 110 • St. Louis, MO 63105 • Tel: 314 863 7001 • Fax: 314 863 7008

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separately. After ninety (90) days the Firm and the Client will determine if the engagement will be extended under the same terms and circumstances for an additional ninety (90) days.

The Firm's Chairman, John D. Ashcroft, will serve as lead and will supplement the Team with the necessary and recognized skill set to insure the best possible outcome for the Client in the shortest period of time.

As previously discussed, the Firm may engage the services of The Ashcroft Group, LLC ("TAG"), a non-lawyer consulting group, to gain the benefit of the expertise of individuals in that firm for this matter. Any fees associated with the work of TAG members will be directly drawn from the Flat Fee.

It is important to know that certain members of the Firm have a financial or ownership interest in TAG.

The Firm may also engage, in its sole discretion, consultants, accountants, investigators, forensic specialists, strategic advisors and other service providers or professionals who are not employees of the Firm, including but not limited to attorneys from outside law firms to provide, in the professional judgment of the Firm, necessary additional expertise in this matter (collectively, "Consultants"). Client agrees that any and all fees payable to the Consultants may be drawn from the Flat Fee. Professionals added to the Team at the direction of the Client will be billed to the Client.

Should payment not be received in accordance with the terms of this engagement letter, we reserve the right to postpone or defer providing additional services or to discontinue our representation on this matter. Client agrees to consent to the Firm's withdrawal in this matter and that the Firm's representation terminates automatically and immediately on the breach of this engagement letter by Client. Client further agrees that the failure to make current payments is a material breach that immediately terminates and voids this engagement letter and relieves the Firm of any and all obligations to Client on this matter.

We additionally reserve the right to charge interest, to the extent permitted by law and relevant state bar rules, at the Prime Rate plus 1.5% (or such lesser rate permitted by law to be charged from time to time) on amounts owed to us beyond 30 days. The term "Prime Rate" refers to the rate published periodically in *The Wall Street Journal* in its "Money Rates" section as the "prime rate" for unsecured commercial loans.

If Client has any questions about the fee arrangement or the monthly expense statements that it receives from the Firm, including but not limited to the work done or the amounts charged, please notify us promptly in writing. We will, of course, respond to all such questions or concerns in a timely manner.

Questions and Termination

While the Firm believes Client will be satisfied with its representation, the Firm encourages Client to inform the Firm if at any time our professional services do not meet Client's expectations. Please call me immediately if this occurs. We recognize that Client has come to this Firm and has

decided to retain us because of its desire to have the benefits of this Firm's expertise. If, during this representation, Client believes that any of this Firm's relationships or other representations may be adverse to its interests, Client agrees to inform the Firm immediately so we may discuss, and hopefully resolve, such concerns.

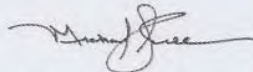
Both Client and the Firm have the right to end this relationship at any time, subject to Client's obligation to pay the Firm according to the terms of this engagement letter, by giving reasonable advance written notice. We will endeavor before any such termination to assist Client in retaining alternate counsel without lapse in representation.

According to the Firm's document retention policy, property and documents submitted to the Firm by a client and those created in furtherance of this engagement by the Firm belong to the client. As such, Client may request its file at any time during or at the conclusion of the representation. On termination, we will deliver original documents entrusted to us and any documents that Client has paid for that have not previously been delivered. On termination, you may obtain copies of any additional documents related to this engagement in our files on request. Finally, it is Firm policy to maintain client files for a period of ten years following termination prior to destruction.

It is my understanding that Client consents to the Firm's representation in this matter on the terms and conditions set forth above. By signing below, you acknowledge that: (1) Client has received a copy of this engagement letter; (2) Client has had an opportunity to discuss the contents with us; and (3) Client understands, accepts and agrees to abide by its terms. Please return a signed copy of this document to me by fax or email.

If you have any questions or comments regarding any of these matters, please do not hesitate to call me.

Sincerely,



Michael J. Sullivan, Esq.
Ashcroft Law Firm, LLC

AGREED to and ACCEPTED this 7th day of June, 2017.

Signature: 

Name: Dr. Ahmad Alhammaeli

Title: Secretary - General