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OMB No. 1124-0004; Expires October 31, 2026

**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 | 2. Registration Number |
|---|---|
| Holland & Knight | 3718 |

3. Name of Foreign Principal
Embassy of Qatar through Moran Global Strategies, Inc.

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? 04/01/2023

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

See attached document.



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

See attached document.

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

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.

Meetings, calls, and correspondence relating to U.S. - Qatari relations, labor issues, Gaza, and the war in Ukraine.

11. Prior to the date of registration[2] 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 |
|---|---|---|---|

12. During the period beginning 60 days prior to the obligation to register[3] 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 |
|---|---|---|---|

13. During the period beginning 60 days prior to the obligation to register[4] 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 |
|---|---|---|---|

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.

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## 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 |
|---|---|---|
| 04/10/2024 | Steven D. Gordon | /s/Steven D. Gordon |
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| Date | Printed Name | Signature |
|---|---|---|
| 4/10/24 | Steven D Gordon | |
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Since February 20, 2020, and as reflected in the Registrant's FARA filings, the Registrant has represented the foreign principal the Embassy of Qatar. From its start in 2020, the representation was subcontracted through a non-foreign principal intermediary. In April 2023, that non-foreign intermediary changed. This was reported by both Nelson, Mullins, Riley & Scarborough LLP (FARA Registration Number 5928), the prior intermediary, and Moran Global Strategies, Inc. (FARA Registration Number 7255), the new intermediary. We now understand that that change was reported in each of those registrant's six-month supplemental filings. The terms of Holland & Knight's representation of the foreign principal, the Embassy of Qatar, have not changed from what was initially reported to the Registration Unit. In addition, all political activities for the Embassy of Qatar since the non-foreign intermediary changed, monies received and disbursed, and all other applicable reporting requirements were reported in Holland & Knight's six month supplemental filing on October 2, 2023. Any reportable changes in the representation, such as modifications to the contract between the parties, will be reported in a timely manner.

Please see attached for the terms and conditions of the engagement through Nelson, Mullins, Riley & Scarborough LLP, which dictated the relationship between the Registrant and the foreign principal through Moran Global Strategies, Inc. from April 1, 2023-February 13, 2024.

Received by NSD/FARA Registration Unit 04/10/2024 1:35:04 PM

Received by NSD/FARA Registration Unit 02/20/2020 3:38:00 PM

# Holland & Knight

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Tom M. Davis III
(202) 469-5486
tom.davis@hklaw.com

February 11, 2020

Mr. James P. Moran
Senior Policy Advisor
Nelson, Mullins, Riley & Scarborough LLP
101 Constitution Avenue, NW, Suite 900
Washington, DC 20001

Re: Consulting Agreement with Nelson, Mullins, Riley & Scarborough LLP, on Behalf of: The Embassy of Qatar

Dear Mr. Moran:

This letter of engagement is between Holland & Knight LLP and Nelson, Mullins, Riley & Scarborough LLP and relates to certain consulting services to be rendered by Holland & Knight LLP to Nelson, Mullins, Riley & Scarborough LLP on behalf of the Embassy of Qatar ("Qatar") with respect to the services described below:

CONSULTING AGREEMENT

*Parties*: This independent contractor agreement ("Agreement") is made between Holland & Knight LLP, a law firm engaged in lobbying contracts and activity as defined by the Lobbying Disclosure Act ("LDA"), as amended, and any regulations and/or rules promulgated thereunder, and political activities as defined by the Foreign Agents Registration Act, as amended ("FARA"), and Nelson Mullins, Riley & Scarborough LLP on behalf of the Embassy of Qatar. While the Embassy of Qatar is the ultimate client for purposes of this engagement and conflicts, it is understood that Holland & Knight LLP will serve as a subcontractor to Nelson, Mullins, Riley & Scarborough LLP, who will handle the administrative aspects of this engagement. Former Congressman Tom Davis will be the Principal point of contact and responsible for the delivery of services with this contract.

*Scope of Work:* In conjunction with Nelson, Mullins, Riley & Scarborough LLP, Holland & Knight LLP will advise Qatar on outreach and engagement with key policy makers. The focus of our representation will be Republican Members of the U.S. House and Senate but will include other areas as assigned.

*Terms:* This is an agreement for services as an independent contractor. The Parties will exert all manner of good faith and take all reasonable efforts to ensure performance and prevent repudiation by other parties connected with its activities which could affect its performance under this Agreement. Furthermore, as an independent contractor, Nelson, Mullins, Riley & Scarborough LLP shall not be held liable for any breach or failure to perform under subsequent contracts entered into between Qatar and any third party. The Agreement can be terminated by either party or upon cancellation of the

Received by NSD/FARA Registration Unit 02/20/2020 3:38:00 PM

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Agreement between Qatar and Nelson, Mullins, Riley & Scarborough, LLP. In such case, cancellation of the contract by Qatar in mid-month, a pro-rata fee shall be paid.

*Fees and Expenses:* In consideration of Holland & Knight LLP's work under this Agreement, Nelson Mullins will pay a retainer fee of $35,000 per month, for services beginning March 1, 2020 and remain in effect until terminated by either party, with 30 days written notice. Invoices will be distributed to Qatar at the first of each month and fees are due within thirty days of Qatar's payment of their monthly invoice to Qatar. Reasonable expenses will be reimbursed, but all expenses over $500 per month must be preapproved by Nelson Mullins, Riley & Scarborough, LLP.

*Compliance with Applicable Laws: Registration and Reporting:* Holland & Knight LLP and Nelson, Mullins, Riley & Scarborough LLP agree to comply with all applicable laws, including those under the Lobbying Disclosure Act, as amended, the Foreign Agents Registration Act, as amended ("FARA"), and any regulations and/or rules promulgated thereunder. Holland & Knight LLP acknowledges and understands that Holland & Knight LLP will be solely responsible for its own compliance with all registration and reporting obligations imposed by FARA on Holland & Knight LLP in connection with the services performed under this Agreement. Holland & Knight LLP further acknowledges that, pursuant to Nelson, Mullins, Riley & Scarborough LLP's own reporting obligations under FARA in connection with its representation of the Embassy of Qatar, Nelson, Mullins, Riley & Scarborough LLP will be disclosing all payments made to Holland & Knight LLP under this Agreement on Supplemental Statements filed with the Department of Justice.

*Indemnification:* Nelson, Mullins, Riley & Scarborough LLP agrees to defend, indemnify and hold harmless Holland & Knight LLP from any and all liabilities, losses, claims, damages, demands, suits, causes of actions, judgments, costs or expenses (including attorneys' fees and disbursements) which it incurs as a result of any damage or injury sustained as a result of Nelson, Mullins, Riley & Scarborough LLP's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law. Holland & Knight LLP shall have the right to approve any counsel retained to defend any demand, suit, investigation or cause of action in which Holland & Knight LLP is a defendant or target, such approval not to be unreasonably withheld. Nelson, Mullins, Riley & Scarborough LLP agrees that Holland & Knight LLP shall have the right to control and participate in the defense of any such demand, suit, investigation or cause of action concerning matters that relate to Holland & Knight LLP and that such matters will not be settled without Holland & Knight LLP 's consent, which consent shall not be unreasonably withheld. If, in Holland & Knight LLP 's reasonable judgment, a conflict exists in the interests of Holland & Knight LLP and Nelson, Mullins, Riley & Scarborough LLP in such demand, suit investigation or cause of action, Holland & Knight LLP may retain its own counsel whose reasonable fees shall be paid by Nelson, Mullins, Riley & Scarborough LLP. Holland & Knight LLP agrees to defend, indemnify/and hold harmless Nelson, Mullins, Riley & Scarborough LLP from any and all liabilities, losses, claim, damages, demands, suits, causes of actions, judgments, costs or expenses (including attorneys' fees and disbursements) which may incur as a result of any damage or injury sustained as a result of Holland & Knight LLP's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law. Nelson, Mullins, Riley & Scarborough LLP shall have the right to approve any counsel retained to defend any demand, suit, investigation or cause of action in which Nelson, Mullins, Riley & Scarborough LLP is a defendant or target, such approval not to be unreasonably withheld. Holland & Knight LLP agrees that Nelson, Mullins, Riley & Scarborough LLP shall have the right to control and to participate in the defense of any such demand, suit, investigation or cause of action concerning matters that relate to Nelson,

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Mullins, Riley & Scarborough LLP and that such matters will not be settled without Nelson, Mullins, Riley & Scarborough LLP's consent, which consent shall not be unreasonably withheld. If, in Nelson, Mullins, Riley & Scarborough LLP's reasonable judgment, a conflict exists in the interests of Nelson, Mullins, Riley & Scarborough LLP and Holland & Knight LLP in such demand, suit, investigation or cause of action, Nelson, Mullins, Riley & Scarborough LLP may retain its own counsel whose reasonable fees shall be paid by Holland & Knight LLP.

*Governing Law:* This Agreement shall be governed by and interpreted in accordance with the applicable provisions of the substantive and procedural laws of the District of Columbia.

*Confidentiality:* In agreement with Nelson, Mullins, Riley & Scarborough LLP, Holland & Knight LLP acknowledges that it may become aware of information, practices, or policies that Nelson, Mullins, Riley & Scarborough LLP may wish to keep confidential. Holland & Knight LLP agrees to maintain that confidentiality and not disclose to any outside party such information either during the period of this contract or thereafter, to the extent permitted by law.

*Severability and Savings Provision:* The failure of either party to insist on strict performance of any portion of this Agreement in any instance shall not be deemed a waiver or relinquishment of its right to seek strict performance in any other instance, and the Agreement shall continue in full force and effect.

*Survival:* All of the warranties and representations contained in this Agreement may be extended on such terms and conditions as are mutually agreeable. This Agreement may be terminated by either the Qatar, Nelson, Mullins, Riley & Scarborough LLP or Holland & Knight LLP upon thirty (30) days written notice to the other party, without cause, notwithstanding the other provisions within this Agreement.

*Entire Understanding:* This Agreement contains the entire understanding between the parties with respect to this subject matter and supersedes all prior and contemporaneous understandings relating to this subject matter. No amendment, modification or waiver of this Agreement may be accomplished without a written instrument signed by both parties and specifically reciting that it is an amendment to this Agreement.

By signing below the parties are agreeing to the terms and conditions set out herein and binding ourselves contractually to each other. The parties also bind their successors and assigns with respect to all covenants of this Agreement.

**HOLLAND & KNIGHT LLP**

By: Jon Daus

**NELSON, MULLINS, RILEY & SCARBOROUGH LLP**

By:

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