

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 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
skyline capitol LLC

2. Registration Number
7404

3. Name of Foreign Principal
Embassy of the Republic of Azerbaijan to the United States of America

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, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 01/01/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attached Services Agreement.

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

See attached Services Agreement.

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.

See attached Services Agreement.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including 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 to the date of registration 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 to the date of registration 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

04/15/2025

clay white

Sign

/s/clay white

Sign

Sign

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

April 15, 2025

Clay White



SERVICES AGREEMENT

THIS AGREEMENT, dated as of this 01 day of January, 2025, is made by and between **the Embassy of the Republic of Azerbaijan to the United States of America** (“Embassy”) and **Skyline Capitol** (each individually may be referred to as a “**Party**” and collectively as “**Parties**”).

1. SUBJECT-MATTER

Skyline Capitol will implement a multi-faceted advocacy effort media outreach and provide the following services to assist the Embassy to develop Azerbaijan-United States relations (“**Services**”):

- Deepen relationships between the Embassy and U.S. Congressional and Executive leadership;
- Facilitate and coordinate official Congressional Delegation (CODEL) and Congressional Staff Delegation (STAFFDEL) visits to Azerbaijan;
- Work in a bipartisan fashion within the House and Senate. Specifically targeting Members and staff who serve on the Foreign Affairs/Relations Committees, the Appropriations on State and Foreign Operations Subcommittees, the Armed Services Committees and the Rules Committees to identify potential opportunities for engagement between the U.S. and Azerbaijan;
- Reinvigorate and expand the Congressional Azerbaijan Caucus;
- Identifying potential champions for stronger partnership with Azerbaijan in both the House and the Senate and actively involving them in advancing the U.S. - Azerbaijan partnership;
- Facilitate trade missions and economic engagement between Azerbaijan and the U.S..

2. PERFORMANCE STANDARD

Skyline Capitol undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. Skyline Capitol will endeavor to comply in all material respects with all applicable laws, rules, regulations and orders of a competent governmental authority including, but not limited to, the Foreign Agents Registration Act, 22 U.S.C. §611, *et seq.* and any applicable post-employment restrictions pursuant to 18 U.S.C. §207.

3. PAYMENT

- 3.1 The Embassy agrees to pay Skyline Capitol \$50,000 (fifty thousand United States Dollars) per month in consideration of the Services to be performed by Skyline Capitol hereunder (the “Monthly Service Fee”).

- 3.2 The payments to Skyline Capitol shall be made within 30 (thirty) days from the date of the issuance of the invoice by Skyline Capitol. If required by domestic law, the Parties may sign acceptance acts to confirm the provision of the Services for each month.
- 3.3 Should Skyline Capitol incur extraordinary costs and expenses on the Embassy's behalf that are not otherwise contemplated in the fee described above, the Embassy shall reimburse these costs provided that the Embassy has given prior written approval to such costs.

4. TERM

- 4.1 This Agreement shall be for 1 (one) year, commencing on 01 January 2025, and expiring on 31, December 2025. Its terms may be renewed for agreed upon periods upon the explicit written assent of both Parties.
- 4.2 This Agreement shall terminate upon its expiration, if not renewed.
- 4.3 Either Party may terminate this Agreement at any time prior to its expiration subject to 14 (fourteen) days advance written notice. In this event, the Embassy shall pay Skyline Capitol its pro-rata shares of earned fees apportioned on a daily basis through the end of the notice period.

5. CONFIDENTIALITY

Skyline Capitol shall protect privileged communications or other confidential information developed by it or provided to it by the Embassy during the term of this Agreement and shall not disclose it to any third party without the Embassy's prior written consent, unless required pursuant to any legal or regulatory obligation. Skyline Capitol shall consult the Embassy before disclosing any privileged or other confidential information, should such disclosure be required by any legal or regulatory obligation. Termination of this Agreement shall not affect this provision, which shall remain in force for an indefinite period.

For the purposes of this Agreement, "Confidential Information" means all information disclosed or made available under this Agreement whether orally or in writing, and whether or not marked as "Confidential" that relates to the Embassy's operations including, but not limited to, plans to identify potential counterparties and enter into a strategic transaction as herein contemplated. "Confidential Information" does not include information that: (i) is already known to Skyline Capitol without restriction on use or disclosure prior to receipt of such information; (ii) is or becomes publicly known through no wrongful act or inaction of Skyline; (iii) has been rightfully received by Skyline Capitol from a third party authorized to make such communication, without any breach of restrictions on use or disclosure known to Skyline; or (iv) is required to be disclosed pursuant to legal and/or regulatory obligations of Skyline Capitol.

6. OWNERSHIP OF THE MATERIAL

Any studies, reports, opinions or other material prepared by Skyline Capitol for the Embassy under this Agreement shall belong to and remain the property of the Embassy. Such information may be

submitted to competent governmental authorities only to the extent such disclosure is made pursuant to any legal and/or regulatory obligation on the part of Skyline Capitol.

7. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with English law. The Parties agree to first attempt to resolve any dispute arising out of or relating to this Agreement through good faith negotiation. If the dispute cannot be resolved through negotiation, the dispute shall be referred to and finally resolved under the LCIA Rules. The number of arbitrators shall be 1 (one), the seat shall be London (UK), and language shall be English.

8. EXCLUDED ACTIVITIES

In no instance will Services include the provision of legal services by Skyline Capitol. Skyline Capitol may provide services to other individuals, entities, governments, and political organizations, provided that such consulting services do not present a conflict of interest with the interests of the Embassy or prevent Skyline Capitol from providing the Services.

9. INDEMNIFICATION AND LIABILITY LIMITATION

The Embassy hereby indemnifies and shall completely hold harmless Skyline Capitol from any liability, claim, loss or cause of action, including attorneys' fees and costs (collectively, "Losses"), arising from or out of Skyline Capitol's performance of the Services or as a result of Skyline Capitol's affiliation with Azerbaijan in any capacity, including any fiduciary capacity, to the maximum extent permitted by applicable law unless the Losses are a result of Skyline Capitol's gross negligence, willful misconduct or bad faith. Skyline Capitol shall be entitled to advancement of expenses in the event an indemnifiable event occurs or is threatened upon written notice to the Embassy of such event. Skyline Capitol may be represented in any such matter by counsel of Skyline Capitol's choice. Notwithstanding any other provision of this Agreement to the contrary, in no event will Skyline Capitol's liability under this Agreement exceed the total Monthly Service Fees received hereunder.

10. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held by a court of competent jurisdiction to be prohibited by, or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without impairing or invalidating the remainder of such provision or the remaining provisions of this Agreement.

11. AMENDMENT AND WAIVER

This Agreement may be amended only by a written agreement signed by both Parties. No failure to exercise and no delay in exercising, on the part of either Party, any right, remedy or power or

privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any rights, remedies, power and privileges provided by law or at equity.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Embassy and Skyline Capitol with respect to the subject matter hereof, and supersedes all prior or contemporaneous written or verbal agreements and understandings between the parties in connection with the subject matter hereof.

13. COUNTERPARTS

This Agreement may be executed in counterparts and by facsimile, each of which shall be deemed an original, but all of which shall constitute one instrument. A signature page to this Agreement which has been manually signed on behalf of a Party and electronically transmitted in a form that permits the signed page to be reproducible on paper medium shall be deemed a duly delivered original signature page when so transmitted and the receiving Party shall be authorized upon receipt to attach a paper copy thereof to this Agreement. This Agreement shall become effective and binding on each party once each party has signed and delivered a signature page to the other.

**FOR THE EMBASSY OF THE REPUBLIC OF AZERBAIJAN
TO THE UNITED STATES OF AMERICA**



Date January 01, 2025

By: Ambassador Khazar Ibrahim

FOR THE SKYLINE CAPITOL



Date: January 01, 2025

By: Chris Stewart/ Managing Partner