U.S. Department of Justice
Washington, DC 20530

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

OMB NO. 1124-0006

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: http://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: http://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, Counterespionage 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.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant
Edelman
200 East Randolph Drive
Chicago, IL 60601

2. Registration No.
3634

3. Name of foreign principal
Suzlon Energy Ltd.

4. Principal address of foreign principal
5th Floor, Godrej Millennium
9, Koregaon Park Road
Pune - 411 001; India

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

- ☐ Foreign government
- ☐ 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

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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

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.

Suzlon Energy Ltd. manufactures wind turbines and develops wind farms.

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.

Suzlon is publicly traded on the India Stock Exchange. The founder, Tulsi Tanti, and his family control the majority of the shares.

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Date of Exhibit A	Name and Title	Signature
6/2/10	Randall Corley Global Compliance Officer	

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1124-0004

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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: http://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: http://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, Counterespionage 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 No.
Edelman	3634

3. Name of Foreign Principal

Suzlon Energy Ltd.

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Check Appropriate Boxes:

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.

Edelman services in the United States focus on media relations and speaking engagements for Suzlon executives. The objective is to enhance the company's reputation in the United States by securing positive coverage of the company by U.S. - based media and to communicate to key stakeholders in the energy industry via speaking engagements and limited e-mail marketing.

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

Edelman develops press releases, opinion pieces, story ideas for media outreach, email newsletters, and talking points for speeches.

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.

Edelman does not engage in direct political activities, although some media coverage is intended to voice support for government incentives for renewable energy.

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Date of Exhibit B	Name and Title	Signature
6/2/10	Randall Corley Global Compliance Officer	

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.

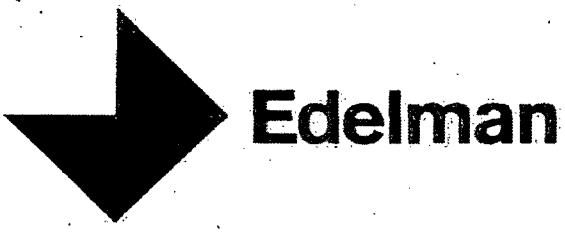


EXHIBIT A-1

STATEMENT OF WORK #1

GLOBAL CORPORATE PROGRAM

This Statement of Work ("SOW") is dated as of June 10, 2009 and effective as of June 1, 2009 (the "Effective Date") by and between DANIEL J. EDELMAN, INC., R&P Management Communications Pvt., Ltd. ("Edelman India") (collectively ("Edelman") and SUZLON ENERGY LTD. ("Client").

Whereas Suzlon Energy Ltd. and Daniel J. Edelman, Inc. entered into a Global Master Services Agreement effective as of June 1, 2009 (the "Agreement") whereby the parties agreed that Client and its subsidiaries and Daniel J. Edelman, Inc. and its subsidiaries could procure and provide services, respectively, as defined in this SOW ("Services") pursuant to the terms and conditions set forth in the Agreement and this SOW.

Services
Edelman shall perform the following Services:

The Global Corporate program will have three primary components:

- Global Strategic Council
- Global Core Program
- Investor Relations/Financial Communications

Due to the complexity of execution, the influencer relations component will be addressed in a separate SOW.

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Global Strategic Council:

To include members from each regional hub (Mumbai, NY, Chicago). This group will provide senior level counsel to Suzlon, and be responsible for setting the tone and direction of the program. This will be the focal point of corporate branding and positioning work. To the extent possible, materials will be developed here and then customized to local markets. Council members will also be responsible for coordinating program activities within their respective regions. This group will be the primary point of contact for Suzlon global management.

Global Core Program:

- *Master Narrative* – Develop corporate positioning and messaging for Suzlon that can serve as the basis of proactive communications. A global storytelling narrative suite will be created to include detailed messaging architecture that addresses and reinforces Suzlon's positions regarding its corporate brand, investments, products and wind and renewable energy. The process will involve detailed research within Suzlon and among outside influencers in key markets to establish reputational goals and "starting point". The global narrative will be customized for local-market use. It will inform core documents such as talking points, Q&As, fact sheets, presentations and

1500 Broadway New York New York 10036 Tel +1 212 768 0550 Fax +1 212 704 0128 www.edelman.com
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speeches, etc. This process is likely to be the primary focus of our first few months, with the core activities listed below flowing from this foundational work.

- *Strategic media relations* – Create specific story platforms for key spokespeople to focus on top-tier business media in the US, Europe and Asia. Consider a combination of engagement techniques including press releases, feature articles and bylines, media briefings and interviews, and media familiarization tours in key markets.

- *C-suite positioning* – Create global thought-leadership platforms for senior leadership to improve visibility and stature and convey the company's organizational performance, growth strategy and overall business value. These platforms will correspond with core opportunities to influence the industry agenda.

- *Speaker's bureau/key conference participation* – Recommend high profile forums for business/customer networking, influencer meetings and media coverage. This will include analysis of global opportunities that include C-suite only events, industry and business summits, publication and analyst organized events, academic and special interest.

Investor Relations (IR)/Financial Communications:

- *Ongoing Investor Relations support* – NY, Mumbai – Provide counsel on messaging around corporate developments and announcements aimed at the investment and banking community.

Budget

The total projected fees for the Services are $ 562,000 for 12 months ($ 46,833 per month) to be divided between India, the United States as per the final workplan.

The total projected out-of-pocket expenses for the Services are estimated at 15% of the total fee; actual expenses will be billed as incurred.

In addition, Client shall pay a monthly charge equal to 6% of monthly fees for internal expenses as set forth in the Agreement.

Compensation

Deposit. Client shall at all times have on deposit with Edelman Chicago not less than one month's total fee. Such amount shall be retained by Edelman and shall be applied towards the payment of Edelman's final invoice(s) and, provided no other amounts are outstanding, any balance will be refunded to Client. In the event the amount on deposit is at any time less than the anticipated fees for the next month, Client agrees to increase the amount so deposited with Edelman.

Billing Method The Global Corporate program will be billed as follows:

Edelman Chicago shall bill on the first day of the month an amount equal to the monthly agreed amount for the program ("Retainer") as well as the 6% admin charge. The Retainer will be due on the first day of the month (subject to payment terms identified in the global MSA), and shall compensate Edelman for performance of the Services during that month. Edelman shall not be obligated to provide Client with hourly billing detail.

Edelman shall invoice Client at the end of each month for out-of-pocket expenses incurred during such month and Client shall pay for such expenses in accordance with the terms of the Agreement. Expenses will be billed directly from the offices in which they are incurred, and in local currencies.

Currency

Unless otherwise noted, all payments will be made in US Dollars. Specific amounts due under this SOW shall be billed and paid as outlined above.

SOW Specific Terms

All of the terms and conditions set forth in the Agreement, to the extent not expressly modified herein, are hereby incorporated into this SOW as if set out in full herein. If any terms in this SOW conflict with the terms of the Agreement, the terms in this SOW will govern for the Services covered by this SOW. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Client agrees that Edelman's subsidiary or subsidiaries providing services hereunder are acting on their own behalf only and that no Edelman subsidiary shall be liable for the actions or omissions of any other subsidiary.

Choice of Law.
Any Services provided by Edelman offices located in the United States pursuant to this SOW shall be construed in accordance with Section 10 of the Agreement.

The Services provided by Edelman India pursuant to this SOW shall be construed in accordance with the laws of India, regardless of any conflict of law rules. This Section shall survive termination or expiration of this Agreement.

ACCEPTED AND AGREED TO ON THIS 10th DAY OF June, 2009.

SUZLON ENERGY LIMITED

By: _____

Printed Name: _Vivek Kher_

Title: _Head -Corporate Communications_

For SUZLON ENERGY LTD.

Girish Tanti
Member Of Board

R&P Management Communications Pvt., Ltd (Edelman India),

By: _____

Printed Name: __Robert Holdheim____

Title: ___Managing Director, India_____

DANIEL J. EDELMAN, INC.

By: _____

Printed Name: __Matthew Harrington_____

Title: __CEO & President, US_____

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EXHIBIT A-2

STATEMENT OF WORK #2

U.S. DOMESTIC PROGRAM

This Statement of Work ("SOW") is dated as of June 10, 2009 and effective as of June 1, 2009, by and between Daniel J. Edelman, Inc. ("Edelman United States") and Suzlon Wind Energy Corporation ("Client").

Whereas Suzlon Energy Ltd. and Daniel J. Edelman, Inc. entered into a Global Master Services Agreement effective as of June 1, 2009 (the "Agreement") whereby the parties agreed that Client and its subsidiaries and Edelman and its subsidiaries could procure and provide services, respectively, as defined in this SOW ("Services") pursuant to the terms and conditions set forth in the Agreement and this SOW.

Services
Edelman shall perform the following Services:

I. **Media Relations**

To continue building Suzlon's reputation among target audiences, Edelman will continue a build upon Suzlon's U.S. media efforts with a sustained media campaign across a wide range of media properties, including top-tier business, financial, general news, energy and utility trade publications. Key elements will include:

- **Media monitoring:** Edelman will conduct daily media monitoring to capture coverage of Suzlon, its key competitors and issues impacting the company and industry at large. This report will include monitoring of online conversations and influential blog posts.
- **Write and distribute press releases:** Edelman recommends that Suzlon distribute one press release per month on a wide range of topics, including management news, company milestones and, most importantly, product news that validates the product quality message. The goal of distributing these press releases is both to generate media coverage and to populate the public domain (e.g., Yahoo and Google news databases) with positive news about the company.
- **Conduct original research that attracts media attention:** Conduct quarterly Omnibus survey questions about public perceptions and demand for renewable energy that Suzlon can use to generate timely, newsworthy statistics for media use.
- **Identify story angles:** To determine story angles that will be of interest to target media, Edelman will conduct ongoing story-mining sessions with key individuals throughout the Suzlon organization including management, engineers and technicians. Garnering anecdotes from these individuals will fuel our media relations efforts on Suzlon's behalf.

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- **Proactive media outreach:**
  - **Media tour/deskside briefings:** The best way to build relationships with key reporters is to meet with them in-person to educate them about Suzlon. Edelman recommends scheduling desk side briefings in key geographies where target reporters reside, including Chicago (location of Suzlon headquarters) and Houston (many energy reporters are based there), in addition to making follow-up visits to New York and Washington D.C. Even if these meetings do not generate coverage, they will set the stage for positive media coverage in the future around major Suzlon news.
  - **News engine:** Another tactic for elevating Suzlon's reputation is to establish its executives as subject matter experts who reporters contact for quotes on relevant issues. Most effective is to contact target reporters as soon as their articles appear, offering Suzlon spokespersons as a resource. By employing consistently this "news engine" approach over time, Suzlon executives will increasingly be positioned in media as industry experts.
  - **Letters-to-the-editor and op-ed bylines:** Edelman will draft copy for letters to the editor and opinion pieces for the media. Our goal will be to produce letters to the editor as needed and one opinion piece per quarter.
  - **Track editorial calendars:** Monitor editorial calendars for target media and pitch relevant stories on an ongoing basis.

II. **Executive Positioning and Speaking Engagements for SWECO Management Team**

Executives are among the most valuable assets for shaping a company's reputation and helping it achieve communications objectives. A program targeting speaking opportunities at premier conferences will be critical to elevating Suzlon's brand and improving its overall reputation in the U.S. market among key influencers. During the coming year, Edelman will focus its efforts on securing opportunities for Andy Cukurs, CEO of SWECO.

- **Platform Development:** The first step in developing an executive outreach strategy for Suzlon will be to identify a platform that Andy Cukurs can address credibly. In considering potential platforms, Edelman will take into account Suzlon's business objectives as well as the frequency of conferences that focus on the topic.
- **Conference Identification and Speaking Proposal Submission:** Once we have agreed on this platform, Edelman will identify appropriate venues for Suzlon to deliver its messages and will work with Suzlon to develop and submit proposals for these opportunities. When Suzlon is selected to speak at particular events, Edelman will collaborate with Suzlon to draft talking points and to schedule media interviews around these conferences whenever possible. While speakers for certain conferences will be selected based solely on their credentials and the merits of their proposals, other events will require Suzlon to be a sponsor to secure a speaking slot.

III. **Online Engagement**

Traditional media in the U.S.—newspapers, magazines and broadcast television—have seen market share, audience numbers, revenues and stock prices plunge. The weakest are closing or facing bankruptcy. Meanwhile, the number of people who get news online is growing rapidly. For this reason, an online engagement strategy is a necessary element of a communications plan.

Online conversation drives media coverage, government action and customer opinion. Active, respected bloggers are sparking news stories; they also are keeping stories alive that once would have faded from attention after they first appeared in print. Bloggers balance a significant skepticism of large companies with an appetite for knowledge in their respective fields. As such, engagement of these bloggers must be both serious and transparent. We will create ongoing mutually beneficial relationships with bloggers and online influencers to win over this important digital base and create allies and support in advance of crises that may arise. These relationships effectively create brand ambassadors who will spread Suzlon's key messages online, both proactively and in times of crisis.

- **Blogger Engagement:** Once Edelman has identified Suzlon's most valuable and active allies in the online space, we can begin to create mutually beneficial relationships with online influencers. We will provide strategic guidance for fostering and maintaining online partnerships and relationships that will be invaluable in sustaining Suzlon's reputation online. Specifically, on the occasion that our monitoring identifies a blog post or online discussion that contains incomplete or misinformation about Suzlon's activities, we may recommend reaching out to the blogger to correct the record. The ultimate goal is to ensure that negative and inaccurate information does not go unchallenged and therefore live online in perpetuity, discoverable through search engines.

IV. **Strategic Counsel, Account Management and Reporting**

Edelman will provide Suzlon with strategic counsel on ongoing issues that impact Suzlon's core business and communications strategy. We will also operate under the reporting structure that is to be specified in the global Master Services Agreement, including:

- Develop weekly and monthly status reports
- Participate in weekly client calls to discuss progress of key initiatives
- Maintain a current "storyboard" listing key messages, story pegs and recommended course corrections
- Submit project completion reports on one-off activities
- Coordinate with other Edelman offices to mobilize the right resources on Suzlon's behalf.

Budget

The total projected fees for the Services are $300,000 based on a retainer of $25,000 per month for 12 months beginning June 1, 2009.

The total projected out-of-pocket expenses for the Services are $30,000 per year, estimated at 10 percent of the total fee; actual expenses will be billed as incurred.

In addition, Client shall pay a monthly charge equal to 6% of retainer fees ($1,500 monthly) for internal expenses as set forth in the Agreement.

Compensation

Deposit. Client shall at all times have on deposit with Edelman not less than $25,000.00, the equivalent of one month of retainer fees. Such amount shall be retained by Edelman and shall be applied towards the payment of Edelman's final invoice(s) and, provided no other amounts are outstanding, any balance will be refunded to Client. In the event the amount on deposit is at any time less than the anticipated fees and expenses for the next month, Client agrees to increase the amount so deposited with Edelman.

Billing Method

Edelman shall bill at the beginning of each month, an amount of $25,000 ("Retainer"). The Retainer shall compensate Edelman for performance of the Services during that month. Edelman shall not be obligated to provide Client with hourly billing detail.

Edelman shall invoice Client at the end of each month for out-of-pocket expenses incurred during such month and Client shall pay for such expenses in accordance with the terms of the Agreement.

Currency

All amounts due under this SOW shall be billed and paid in the local currency of the specific Edelman office performing the Services.

SOW Specific Terms

All of the terms and conditions set forth in the Agreement, to the extent not expressly modified herein, are hereby incorporated into this SOW as if set out in full herein. If any terms in this SOW conflict with the terms of the Agreement, the terms in this SOW will govern for the Services covered by this SOW. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Client agrees that Edelman's subsidiary or subsidiaries providing services hereunder are acting on their own behalf only and that Edelman shall not be liable for the actions or omissions of any such subsidiary.

Choice of Law.

Any Services provided by Edelman offices located in the United States pursuant to this SOW shall be construed in accordance with Section 10 of the Agreement.

ACCEPTED AND AGREED TO ON THIS 10th DAY OF June, 2009.

Suzlon Energy Limited

By: _____

Printed Name: _Vivek Kher_

Title: Head - Corporate Communications

Daniel J. Edelman, Inc.

By: _____

Printed Name: Kevin Cook

Title: Managing Director, Corporate

For SUZLON ENERGY LTD.

Girish Tanti
Member Of Board

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