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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
Capitol Counsel, LLC	6328

3. Name of Foreign Principal

Government of Alberta (Canada)

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? 10/10/2024

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

Registrant will assist the Government of Alberta in building a strategic government relations and public affairs strategy, including direct advocacy with the United States Congress, the Executive Branch of the federal government, and state and local governments.

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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 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 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

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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
10/21/2024	John D. Raffaelli	Sign	/s/John D. Raffaelli
		Sign	
		Sign	
		Sign	

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Date	Printed Name	Signature
October 21, 2024	John D. Raffaelli	

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CONTRACT NUMBER: EXC25-001

THIS CONTRACT MADE EFFECTIVE THE 10th DAY OF October , 2024.
BETWEEN:

HIS MAJESTY IN RIGHT OF ALBERTA,

as represented by the President of Executive Council
(the "**Province**")

- and -

Capitol Counsel LLC
(the "**Contractor**")

BACKGROUND

Pursuant to a request for proposals issued by the Province and a proposal submitted by the Contractor, the Contractor has agreed to provide certain services and materials related to U.S. government relations;

Therefore the parties agree as follows:

DEFINITIONS

1. In this Contract:
   (a) "Business Day" means 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Province;

   (b) "Contract" means this document, Schedule A and Schedule B

   (c) "Effective Date" means the date first above written;

   (d) "*FOIP Act*" means the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time;

   (e) "Materials" means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Contractor or its employees, subcontractors or agents in the course of performing the Services;

   (f) "Personal Information" means personal information as defined in the *FOIP Act*;

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(g) "Proposal" means the proposal submitted by the Contractor dated June 18th, 2024;

(h) "RFP" means the Request for Proposal issued by the Province dated May 22, 2024;

(i) "Services" means the work, duties, functions and deliverables described in Schedule A; and

(j) "Term" means the contract period specified in clause 2.

TERM OF CONTRACT

2. This Contract shall be effective from the Effective Date until October 9th , 2026 unless terminated in accordance with this Contract.

The Province may, in its sole discretion, extend the Contract, under the same terms and conditions, for an additional term of up to 12 months to perform the Services.

PERFORMANCE OF SERVICES

3. The Contractor agrees to perform the Services in accordance with the provisions of this Contract and follow any directions from the Province regarding the performance of the Services. The Contractor warrants that it has the qualifications and expertise to perform the Services, and statements regarding the performance of Services made by the Contractor in its Proposal that is incorporated into, attached to or otherwise included in Schedule A are representations and warranties of the Contractor and form part of this Contract.

PAYMENT

4.

(a) The Province agrees to pay the Contractor the amounts specified in Schedule B (Canadian funds) for completion of the Services in accordance with this Contract. The Contractor shall be paid upon submitting an invoice and other supporting documentation required by the Province describing the Services for which payment is claimed.

(b) The Province shall pay the Contractor within 30 days of receipt of an invoice provided the requirements of clause 4(a) have been met.

(c) The Province represents and warrants that, as the purchaser of the Services provided under this Contract, no amount payable under this Contract is subject to the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) under Part IX

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of the *Excise Tax Act* (Canada) as amended. The Government of Alberta's GST Registration Number is 1240 72513 RT0001.

(d) The Province may deduct from all payments to the Contractor such amounts as are required by the *Income Tax Act* (Canada) as amended, revised or substituted from time to time.

5. The Province may order the re-execution of any Services or Materials which are not performed in accordance with the provisions of this Contract, in which case the Contractor shall re-execute the Services or Materials at the Contractor's expense in accordance with this Contract.

RECORDS AND REPORTING

6. The Contractor shall:

(a) keep and maintain in accordance with Canadian generally accepted accounting principles complete and accurate books, records and accounts relating to this Contract and, on demand, provide to the Province these documents to examine, audit and make copies and take extracts; and

(b) keep the documents referred to in clause 6(a) for three years following the completion or termination of this Contract.

7. The Contractor shall submit a written status report to the Province every month during the Term indicating:

(a) the Services completed during that reporting period;
(b) the time schedule for those portions which are not completed; and
(c) any other information requested by the Province in relation to the completion of this Contract.

NON-ASSIGNABILITY AND SUBCONTRACTING

8.

(a) The Contractor shall not:

i. assign or otherwise dispose of any of its rights, obligations or interests in this Contract; or
ii. subcontract the Services (other than as specified in Schedule A)

without the prior written consent of the Province, which shall not be unreasonably withheld.

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(b) When the Contractor retains any subcontractor(s) in connection with performance of the Services, the Contractor shall:

i. be responsible for remunerating the subcontractor(s);
ii. be responsible for the performance and activities of the subcontractor(s); and
iii. contractually obligate the subcontractor(s) to take action, or refrain from taking action, as necessary to enable the Contractor to fulfill its obligations under this Contract.

PERSONNEL REPLACEMENT

9.

(a) The Contractor shall not replace any employee, subcontractor or agent identified in Schedule A, or add any employee, subcontractor or agent, to perform the Services without the prior written approval of the Province, which approval shall not be unreasonably withheld.

(b) The Contractor shall:

i. remove any employee, subcontractor or agent of the Contractor engaged in providing the Services upon the written request of the Province within the time limit indicated in such request; and
ii. only replace such removed employee, subcontractor or agent of the Contractor upon getting the prior written approval of the Province, which approval shall not be unreasonably withheld.

COMPLIANCE

10. The Contractor shall:

(a) comply with the provisions of all laws, now in force or in force after the signing of this Contract, that expressly or by implication apply to the Contractor in performing the Services, including any applicable U.S. laws or regulations; and

(b) when the *Workers' Compensation Act* (Alberta), as amended from time to time, applies, and upon request from the Province, deliver to the Province a certificate from the Workers' Compensation Board showing that the Contractor is registered and in good standing with the Board.

MATERIAL OWNERSHIP

11.

(a) Ownership of all Materials including any associated copyright, patent, trade secret, industrial design or trade mark rights belongs to the Province as they are

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made, prepared, developed, generated, produced or acquired under this Contract. The Materials shall be delivered to the Province upon completion or termination of this Contract, or upon request of the Province.

(b) Ownership of any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark which was owned by the Province, the Contractor or a third party prior to the Effective Date remain the property of each party respectively.

(c) Where any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark owned by the Contractor prior to the Effective Date ("Contractor Materials") is reproduced or incorporated in the Materials, the Contractor grants to the Province a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce or distribute those Contractor Materials, for any purpose.

(d) The Contractor

i. irrevocably waives in whole all moral rights, and
ii. shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights,

in and to the Materials in favour of the Province and the Province's assignees and licensees. Upon request of the Province, the Contractor shall deliver to the Province copies of the waivers obtained from its employees, subcontractors and agents engaged in providing the Services.

(e) Prior to reproducing or incorporating any third party copyright materials into the Materials, the Contractor must obtain written permission from the copyright holder and provide the Province with copies of the written permissions that are satisfactory to the Province.

(f) The Contractor shall cooperate with the Province in protecting the Province's ownership or intellectual property rights in the Materials.

NON-DISCLOSURE OF INFORMATION

12.

(a) Except as provided in clauses 12 and 13, all information, regardless of form, including Personal Information, that is obtained, generated, provided or collected by the Contractor in the performance of the Services (the "Province's Information"), shall not be disclosed or published by the Contractor without the prior written consent of the Province. The Contractor may disclose the Province's Information to employees, subcontractors or agents of the Contractor who have a need to know for the purpose of performing the Services, provided

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that the Contractor has a confidentiality agreement with the agent or permitted subcontractor containing confidentiality provisions substantially similar to this Contract.

(b) Subject to clause 13(b), the Contractor's obligations in clause 12(a) do not apply to information or documents which:

i. are or become publicly available through no act or omission of the Contractor;
ii. are independently developed without benefit of the Province's Information; or
iii. are received by or from a third party without restriction and without a breach of an obligation of confidentiality.

(c) The Contractor shall retain the Province's Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure, loss, destruction or alteration of the Province's Information. The Contractor shall immediately advise the Province of any unauthorized access, use, disclosure, loss or destruction of the Province's Information, and shall provide the Province any assistance reasonably required to rectify such a situation.

(d) The Contractor shall return or deliver the Province's Information to the Province upon completion or termination of this Contract, or upon request of the Province.

(e) The Province's Information may be disclosed to the extent required by law or court order, provided that the Province is given reasonable notice and opportunity to seek to prevent or limit its disclosure.

(f) No press release, public announcement or other public commentary relating to this Contract shall be made by the Contractor without the prior written approval of the Province.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

13.

(a) The Contractor acknowledges that this Contract, including without limitation the name of the Contractor, fees payable, the Term, and details of the Services may be subject to disclosure under the *FOIP Act*. The Contractor further acknowledges that the *FOIP Act* applies to the Province's Information collected, used or disclosed in the performance of Services, and the Contractor shall adhere to the *FOIP Act* in its collection, use and disclosure of any Personal Information.

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(b) The Contractor shall not collect, use or disclose any Personal Information under this Contract except as reasonably required to fulfill its obligations under this Contract, or as otherwise expressly authorized in writing by the Province.

(c) Upon request, the Contractor shall, at the Contractor's expense, and within five Business Days, provide to the Province any records that are requested under the access provisions of the *FOIP Act* that are in the custody or under the control of the Contractor. Should the Contractor receive an access request under the *FOIP Act*, the Contractor shall not respond to it, but shall immediately forward the access request to the Province for further handling.

(d) In providing the Services the Contractor shall make every reasonable effort to ensure that Personal Information that is to be or is actually used to make a decision that directly affects an individual, is both complete and accurate. At the Province's request, the Contractor must correct, within five Business Days of the request, Personal Information that the Contractor may have either collected or compiled about an individual pursuant to this Contract.

(e) The Contractor shall:
   i. protect Personal Information against any unauthorized access, use, disclosure, loss, destruction or alteration;
   ii. immediately advise the Province of any actual or potential unauthorized access, use, disclosure, destruction or alteration of Personal Information and provide all reasonable assistance to the Province to prevent or remedy the same; and
   iii. provide the Province with any information regarding the Contractor's security measures that the Province may require to verify compliance with the *FOIP Act*.

(f) The Contractor shall store only in Canada all records of Personal Information which are disclosed to the Contractor under this Contract, including records that are collected, used or stored on behalf of the Province.

(g) The Contractor shall act on any direction that the Province may provide with regard to the use, collection, access, security, disclosure, alteration, loss or destruction of the Personal Information.

INDEMNITY AND LIABILITY

14.

(a) Each party shall indemnify and hold harmless the other, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from
   i. that party's breach of this Contract, or
   ii. the negligence, other tortious act or wilful misconduct of that party, or

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those for whom it is legally responsible, in relation to the performance of its obligations under this Contract.

(b) The Contractor shall indemnify and hold harmless the Province against and from any loss or damage to the real or personal property of the Province to the extent arising from the Contractor's breach of this Contract or from the negligence, other tortious act or wilful misconduct of the Contractor, or those for whom it is legally responsible.

INSURANCE

15.

(a) For the duration of the Contract, the Contractor shall, at its own expense, and without limiting its liabilities or obligations under this Contract, insure its operations under a contract of general liability insurance in an amount not less than $2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof.

(b) The Contractor shall provide the Province with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services and at any other time upon request of the Province.

(c) The Contractor shall ensure that all its subcontractors obtain and maintain general liability insurance sufficient to meet the requirements in clause 15(a).

(d) When requested by the Province, the Contractor shall provide evidence of endorsement to provide the Province with 30 days advance written notice of cancellation of insurance coverage.

RELATIONSHIP OF PARTIES

16. The relationship of the Contractor to the Province in performing the Services under this Contract is that of an independent contractor, and nothing in this Contract is to be construed as creating an agency, partnership, joint venture or employment relationship between the Contractor and the Province.

NOTICES

17.

(a) Any notice to be made under this Contract is to be made in writing, and is effective when delivered to the address or transmitted by email to the email address as follows:

The Province:	Alberta Office in Washington, D.C.
Address:	Commerce Place

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	C/O International Relations Division
	Thirteenth Floor 10155-102 Street
	Edmonton, AB, T5J 4G8
Attention:	Alberta's Senior Representative to the U.S.
Email	james.rajotte@gov.ab.ca
The Contractor:	Capitol Counsel LLC
Address:	700 13th St. NW
	Washington, DC 20005, USA
Attention:	Jonathan Kott
Email	jkott@capitolcounsel.com

The parties respectively designate for the time being, the individuals identified in this clause as having the authority to give notice, and notice given by these individuals is binding on the party giving the notice.

(b) Either party may change its information in clause 17(a) by giving notice to the other in the manner described in clause 17(a).

(c) Any notice personally served or sent by email shall be deemed received when actually delivered or received, if delivery or email transmission is on a Business Day, or if not on a Business Day, on the following Business Day.

TERMINATION

18.

(a) The Province may at any time immediately terminate this Contract, without cause, upon written notice to the Contractor.

(b) If this Contract is terminated:

i. all Materials made, prepared, developed, generated, produced or acquired by the Contractor, or its employees, subcontractors or agents under this Contract are the property of the Province; and
ii. the Province shall only have to pay the Contractor for the Services completed in accordance with this Contract up to the effective date of termination.

SAFE, SECURE AND RESPECTFUL WORKPLACE

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19.

(a) The Contractor, its employees, subcontractors and agents when using any of the Province's buildings, premises, equipment, hardware or software shall comply with all safety and security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

(b) When communicating or interacting with the Province's employees, the Contractor, its employees, subcontractors and agents shall comply with the Province's *Respectful Workplace Policy*, as amended from time to time. A copy of this policy is available from the Province's representative designated in clause 20(a).

PARTIES' REPRESENTATIVES

20.

(a) The Province designates Alberta's Senior Representative to the U.S. of the Department of Executive Council as the Province's representative for communications and ongoing contact between the Province and the Contractor in matters relating to this Contract, other than giving notice pursuant to clause 17(a).

(b) The Contractor designates Jonathan Kott as the Contractor's representative for communications and ongoing contact between the Province and the Contractor in matters relating to this Contract, other than giving notice pursuant to clause 17(a).

(c) Either party may change its designated representative above by sending written notice to the other party of such change.

CONFLICT OF INTEREST AND ETHICAL CONDUCT

21.

(a) The Contractor shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Contractor or its employees, subcontractors or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:

i. the Contractor and its employees, subcontractors and agents shall not influence, or seek to influence, or otherwise take part in a decision of the Province knowing that the decision might further their private interests;
ii. where the Services involve providing advice, making recommendations to the Province or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;

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iii. except for payment as set out in this Contract, the Contractor and its employees subcontractors or agents shall not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the Services;
iv. the Contractor and its employees, subcontractors and agents shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;
v. the Contractor, upon request by the Province, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Contractor in its business practices or in relation to its employees, subcontractors or agents;
vi. the Contractor shall comply with, and ensure that, its employees, subcontractors and agents comply with, the *Lobbyists Act* (Alberta), as amended from time to time;
vii. the Contractor shall prepare and submit all registrations and filings required pursuant to the U.S. Foreign Agents Registration Act (22 U.S.C. § 611 et seq.), and any other reports or submissions required by U.S. law, including but not limited to any other reports or submissions required under applicable lobbyist legislation or regulations; and,
viii. the Contractor shall comply with, and ensure that its employees, subcontractors and agents comply with all applicable U.S. laws and regulations, including but not limited to the U.S. Foreign Agents Registration Act (22 U.S.C. § 611 et seq.) and any other applicable lobbyist legislation or regulations.

(b) In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of the Services, the Contractor shall immediately disclose such matter to the Province in writing. Upon such disclosure, the Contractor shall not commence or continue performance of the Services without the prior written consent of the Province. If the Province is of the opinion the Contractor or its employees, subcontractors or agents are in a conflict of interest, the Province may terminate this Contract.

SURVIVAL OF TERMS

22. Notwithstanding any other provision of this Contract, those clauses which by their nature continue after the conclusion or termination of this Contract shall continue after such completion or termination, including without limitation the following:

(a) clause 6 Records and Reporting;
(b) clause 11 Material Ownership;
(c) clause 12 Non-Disclosure of Information;
(d) clause 13 Freedom of Information and Protection of Privacy; and
(e) clause 14 Indemnity and Liability.

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GENERAL

23. In the case of conflicts or discrepancies among this document and the Schedules and any Schedules attached to this document, the documents shall take precedence and govern in the following order:

    (a) The body of this document, and
    (b) The Schedules to this document.

24. Time is of the essence of this Contract.

25. This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and except as expressed in this Contract, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.

26. Any waiver by either party of the performance by the other of an obligation under this Contract must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.

27. The rights and remedies of the Province under this Contract are cumulative and any one or more may be exercised.

28. The Parties may amend this Contract only by mutual written agreement signed by the parties.

29. This Contract shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.

30. This Contract shall be for the benefit of and binds the successors and assigns of the parties.

31. The headings in this Contract are inserted for convenience of reference only and shall not affect the meaning or construction of this Contract.

32. In this Contract words in the singular include the plural and words in the plural include the singular.

33. This Contract may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by e-mailed in PDF shall constitute good delivery.

[*Signature Page Follows*]

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The Parties' authorized representatives make this Contract.

HIS MAJESTY IN RIGHT OF ALBERTA, as represented by the President of Executive Council.

Per:

Signature

James Rajotte

Print Name

Alberta's Senior Representative to the U.S.

Title

October 4, 2024

Date

Capitol Counsel LLC

Per:

Signature

Jonathan Kott

Print Name

Partner

Title

10/3/2024

Date

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Schedule A
(Services)

1. Services

The Contractor shall perform the Services as they are described in the RFP and the Proposal which are incorporated into and form part of this Schedule.

2. Order of Precedence

In the case of conflicts, discrepancies, errors or omissions among the RFP and the Proposal; the documents and amendments to them shall take precedence and govern in the following order:

(a) the RFP; and
(b) the Proposal.

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Schedule B
(Payment)

1. Pricing

Payments under the Contract will be as follows:

Service or Deliverable	Per Month Fixed Price from October 10, 2024 to October 9, 2026	Per Month Fixed Price for Optional Extension October 10, 2026 – October 9, 2027
Ongoing performance of the Services (including preparation of the annual strategic plan)	$50,000.00	$50,000.00
Total Fixed Price	$1,200,000.00	**$600,000.00**

2. Expenses

The Contractor's pricing as specified above is inclusive of all expenses incurred by the Contractor in the performance of the Services.

Costs incurred to travel to perform the Services, and living and accommodations costs incurred while travelling are included in the Fixed Price proposed above.

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APPENDIX B – Services

In accordance with any service requirements specified below, the Province requires the Contractor to perform the following:

1. Services

The Contractor will deliver the following services to the satisfaction of the Province:

(a) Develop and implement an engagement plan for the Alberta Washington Office that encompasses current priorities and engagements with elected and non-elected officials at the U.S. federal and sub-federal levels, as well as other key stakeholders including academia, industry, and civil society;

(b) Facilitate and schedule engagements with key stakeholders at the request of the Alberta Washington Office;

(c) Provide input and advice on how to engage on current or emerging priorities at the request of the Alberta Washington Office, as well as information, analysis and reports on U.S. political issues using quantitative and qualitative research methods;

(d) Provide briefings and summaries to Government of Alberta officials at the request of the Alberta Washington Office;

(e) Provide regular reporting and analysis on key issues and contacts in the form of a monthly report, as well as an ad hoc basis;

(f) Execute other related duties pertaining to federal and state engagement, at the sole request of the Alberta Washington Office, including providing support for public engagement; and

(g) Prepare and submit all registrations and filings required pursuant to the U.S. Foreign Agents Registration Act (22 U.S.C. § 611 et seq.), and any other reports or submissions required by U.S. law relating to this Contract. The Contractor will comply with all U.S. federal and state policies, legislation and regulations that would apply in the execution of the Contract and the RFP, including preparing and submitting all registrations and filings required pursuant to the U.S. Foreign Agents Registration Act (22 U.S.C. § 611 et seq.), and any other reports or submissions required by U.S. law.

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2. Services Timetable

The Contractor shall perform the Services no later than the completion dates specified as follows:

Service/Deliverable	Completion Date
(a) Develop an engagement plan for the Alberta Washington Office that encompasses current priorities and engagements with elected and non-elected officials at the U.S. federal and sub-federal levels, as well as other key stakeholders including academia, industry, and civil society	August 15, 2024
(b) Facilitate and schedule engagements with key stakeholders at the request of the Alberta Washington Office	Ongoing
(c) Provide input and advice on how to engage on current or emerging priorities at the request of the Alberta Washington Office, as well as information, analysis and reports on U.S. political issues using quantitative and qualitative research methods	As requested
(d) Provide briefings and summaries to Government of Alberta officials at the request of the Alberta Washington Office	As requested
(e) Provide regular reporting and analysis on key issues and contacts in the form of a monthly report, as well as an ad hoc basis	As requested
(f) Execute other related duties pertaining to federal and state engagement, at the sole request of the Alberta Washington Office, including providing support for public engagement; and	As requested
(g) Prepare and submit all registrations and filings required pursuant to the U.S. Foreign Agents Registration Act (22 U.S.C. § 611 et seq.), and any other reports or submissions required by U.S. law relating to this Contract.	Ongoing

3. Facilities

The Contractor will provide the following Facilities in order to perform the Services:

- hardware and software necessary to produce the deliverables and perform the Services;
- office space;
- office equipment including desks and chairs, personal computer, telephone and office supplies and access to printer and facsimile;
- paper; and

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- any other items or expenses that will be required to undertake the work, as are determined to be necessary by the Province for the performance of the Services by the Contractor.

4. Standards of Care

The Contractor shall perform the Services with reasonable skill, care and diligence and in accordance with any applicable industry standards of suppliers of services similar to, or the same as, the Services described in this RFP.

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Proposal Submission Form

June 18, 2024

Treasury Board and Finance Procurement Services
455 Terrace Building
9515 – 107 Street
Edmonton, Alberta T5K 2C3
Attention: Tabraz Sadruddin, Purchasing Officer Email: tbffocon@gov.ab.ca

RE: Request for Proposals (RFP) Number

Proponent's Legal Name:	Capitol Counsel LLC
Mailing Address:	700 13th St. NW Washington, DC 20005, USA
Contact Name:	Jonathan Kott
Telephone:	+1-202-316-7895
Facsimile:	n/a
E-mail Address:	jkott@capitolcounsel.com

Dear Tabraz,

It has been our distinct honor to support Alberta's Washington Office since 2020, and we are pleased to offer this proposal to support the province's US outreach and advocacy over the next two years. We have assessed Alberta's opportunities and challenges in the US and created a fresh strategy that enhances the province's stakeholder network and establishes key provincial officials as reliable partners for US leaders and influencers.

In the uncertain environment that defines US politics, and recent geopolitical dynamics building a larger team and footprint in the US will help strengthen the message that *Alberta is the Answer*. Having served your team for the past several years, we are well equipped to help you identify key allies and partners, as well as potential threats to the province's interests early. Our approach is to capitalize on opportunities to grow Alberta's reach and mitigate risks that come for various corners.

Whether it is the energy, agriculture, life science, or tourism sector, we are extraordinarily well placed to support Alberta's mission in the US and position you for success in the months and years ahead.

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RFP Requirements and Desirable Provisions

Corporate

Our core team principals each have well over five years in government relations and advocacy. Members of the team have previously represented public sector entities including the provinces of Alberta, Ontario, and Prince Edward Island. We have also represented coalitions like the Canadian American Business Council and the Business Council of Canada, in addition to our corporate work.

Three examples of our relationships helping to advance key priorities for our clients include:

- For Capital Power, an Alberta based company with operations in the US, we were able to organize a series of thought leadership events in partnership with the Canadian Embassy, the Canadian Consulate in Denver and the Colorado School of Mines to showcase the company's innovative work in the area of carbon capture and utilization. These events helped company executives build relationships with key US stakeholders, which have proven to be beneficial in their government relations program subsequently.
- For the Canadian American Business Council, we have held events with key policy makers in Congress and the Administration with key stakeholders where we focus on strengthening the understanding of opportunities between US and Canada.
- Capitol Counsel is consistently rated one of the top advocacy firms in Washington, DC, with a strong familiarity with decision makers and influencers in Washington DC, and senior counsel who have served as key staff to some of the most influential Democratic Senators including Joe Manchin and Chris Coons.

Proposed Resources

The proposed resources include Capitol Counsel LLC as the prime proponent and Burke Consulting LLC as the subcontractor.

All proposed resources are available to perform the requested Services beginning July 15, 2024, or sooner, if necessary.

The core team is comprised of Elizabeth (Beth) Burke, Jonathan Kott, and Melika Khajeh.

Beth Burke is the overall lead and strategist for this project. She is an expert in Canada/US relations and has extensive experience in Washington, DC. Burke was an Obama Administration appointee posted at the Export-Import Bank in Washington DC. She also served as the Senior Director of Strategic Planning & Operations for Senator Patty Murray (Member of Senate Leadership and Member of the Appropriations, Budget, Veterans and Chair of the Health/Education/Labor Committee). Over the past three years, Beth has served as a strategic advisor to the Alberta Washington Office as well as leads the Canadian American Business Council and several Canadian corporate clients (see attached resume in Appendix).

Jonathan Kott will provide strategic advice and arrange meetings for the client. Jonathan has over 20 years of policy and political experience in Washington DC notably serving three of the most powerful figures in the US. Kott served as a senior advisor and director of communications to Senator Joe Manchin, Chairman of the US Senate Committee on Energy and Natural Resources, with whom he maintains close personal and professional ties. Kott has also served as a senior advisor to Senator Chris Coons, Chairman of the Senate Foreign Relations Committee (see attached resume in Appendix).

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Melika will provide strategic advice and arrange meetings for the client. She will also maintain an overall project timeline, list of deliverables, matrix tracker of contacts, and follow up check list. Melika has worked on several client projects for Canadian headquarted companies with footprints in the US. She provides policy and outreach leadership for the Canadian American Business Council, creating key messages and network for the Council to strengthen the bilateral relationship (See attached resume in Appendix).

Clint Robinson is a partner with Capitol Counsel, LLC and has extensive experience in the public and private sectors having worked in the information and communications technology industry and government affairs. His experience includes helping businesses build their government relations teams, including BlackBerry and MCI. He also has extensive experience with Canadian business leaders, representing Electricity Canada and the Business Council of Canada. He brings to clients expertise in issues such as technology, telecommunications, intellectual property, trade, cybersecurity, privacy, and federal procurement (see attached resume in Appendix).

Pat Roberts is a partner with Capitol Counsel, LLC. During his 23 years in the Senate, Roberts served as Chairman of both the Senate Agriculture Committee and Senate Intelligence Committee. While serving in the House of Representatives, Roberts was Chairman of the House Agriculture Committee. He became the first member of Congress in history to have chaired both the House and Senate Agriculture Committees. He also served as the Ranking Member of each committee. Roberts has built a reputation as a national leader in agriculture, health care and defense, in addition to being recognized as a leader in food and biosecurity issues (See attached resume in Appendix).

Price

Anticipated Start Date: July 15, 2024
Anticipated End Date: July 14, 2026

Service or Deliverable	Fixed Price
Annual Engagement Plan	CAD $120,000
Delivery of Core Services: • *Ongoing stakeholder engagement and outreach* • *Verbal and written research, analysis and advice on current or emerging issues* • *Message development* • *Support on public affairs*	CAD $1,080,00.00
Total Fixed Price	CAD $1,200,00.00

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Proponent Profile

Capitol Counsel LLC is the prime proponent. Capitol Counsel will subcontract with Burke Consulting LLC as part of the proponent team.

The proponent team contact for all questions and clarifications arising from this proposal is Jonathan Kott (Address: 700 13TH Street NW, Second Floor, Washington, DC 20005 | Phone: +1 202-861-3200 | Facsimile: n/a | E-mail Address: jkott@capitolcounsel.com).

The professionals of Capitol Counsel are among the most experienced and respected lobbyists in Washington, DC with extensive knowledge of the legislative, executive and administrative branches of government. Capitol Counsel was founded in 2007 and stands out in the government relations profession with a proven record of success in designing and executing effective advocacy strategies.

The professionals of Capitol Counsel have deep experience across the federal government in policymaking and politics with both Democrats and Republicans. Our professionals have served as members of Congress, as senior level Congressional staff, in senior positions at administrative agencies and with political campaigns. We have extensive knowledge and understanding of policy, politics, and the complex legislative process, allowing us to help clients navigate the political and regulatory process to achieve their goals. Consistently rated one of the top advocacy firms in Washington, DC, Capitol Counsel specializes in designing and implementing creative and well-researched strategies that will open doors of opportunity in the nation's capital for our clients. With a strong familiarity with key decision makers and influencers in Washington DC, Capitol Counsel is well positioned to help Alberta attain its short and long-term policy goals. Capitol Counsel is headquartered in Washington, DC.

The proponent team contact for the subcontractor is Beth Burke (Address: 404 Boblink Ave, Grafton WI, 53024 | Phone: +1 202-577-8282 | Facsimile: n/a | E-mail Address: beth@bethburkeconsulting.com).

Burke Consulting LLC is dedicated to bridging the gap between public policy and private enterprise. We bring a wealth of experience from both government and industry, offering strategic insights and expert advocacy to navigate the complexities of today's political landscape. We specialize in providing tailored solutions that align with our clients' goals, ensuring their voices are heard and interests represented at all levels of government.

Beth Burke, a key principle of our firm, is an expert in government relations, providing strategic support to corporations and governments across North America. With a distinguished career as a Presidential appointee and senior staff member in both the US House and Senate, she is a trusted advisor to policymakers and private sector leaders. Her deep understanding of government operations and her ability to build strong relationships across political parties, borders, and organizations make her an invaluable asset.

With over a decade of experience in US government service, and her time leading the Canadian American Business Council, Beth has a proven track record of fostering bipartisan collaboration and driving impactful policy changes. As a cross-border specialist, she excels in addressing the unique challenges and opportunities that arise in international business and policy, making her an invaluable asset to clients operating on both sides of the border. A native of Wisconsin, Beth brings an "outside the beltway" sensibility and keen insights into her work, enhancing the firm's ability to deliver exceptional results for our clients.

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Capitol Counsel LLC and Burke Consulting LLC will take a coordinated team management approach to ensure all proponents remain focused on project deliverables, sharing intelligence and leveraging relationships with key officials. We will achieve this through prioritized workflow tracking against strategic objectives, frequent coordinated internal and client communications, and regular progress reporting and evaluation to adjust tactics and actions informed by the most relevant risks, opportunities and insights.

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Service Delivery Approach

Alberta's Relationship with the US

Our team well understands and appreciates Alberta's need to defend its economic interests with its most significant trading partner, the United States. Defending those interests and identifying opportunities to grow Alberta's partnerships with key US stakeholders is a worthy and achievable mission. We are extremely well placed to assist the Alberta Washington Office in its national advocacy efforts in the United States.

To effectively navigate the complexities of the US political and regulatory landscape, we will adopt a proactive and multifaceted government relations strategy. This approach will involve cultivating strong, bipartisan relationships with key members of Congress, state officials, and influential stakeholders. By establishing a network of allies across the political spectrum, Alberta can ensure consistent advocacy for its priorities, regardless of the shifting political climate. Regular engagement through in-person meetings, briefings, and participation in relevant policy discussions will be crucial in maintaining these relationships and ensuring Alberta's voice is heard on critical issues.

Our strategy will also focus on leveraging Alberta's strengths and economic contributions to the US, particularly in the energy, technology, and innovation sectors. We will showcase Alberta as a reliable and valuable partner in addressing mutual challenges such as energy security, environmental sustainability, and economic growth. By highlighting successful collaborations and potential areas for further cooperation, we can build a compelling case for deeper bilateral ties. This will involve targeted outreach to industry groups, think tanks, and coalitions that align with Alberta's interests, fostering partnerships that can amplify our advocacy efforts.

To enhance the effectiveness of our government relations strategy, we will work closely with Alberta's communications advisors to ensure a unified and consistent messaging approach. Intelligence gathered through our government relations activities will be shared with the public relations team to create a cohesive narrative that resonates with US audiences.

Our Proposed Work Plan

Major Tasks

We propose to kick off this engagement with a strategy session in which we work through the opportunities and aspirations of the Alberta Washington Office for the coming year. This consulting team will come equipped with work done to date to help guide our vision moving forward, including notes and follow up from the Premier's visit in March. Once completed, the plan will be updated and revised based on events that occur, and new threats and opportunities that emerge. It will be good to start with a baseline understanding of how Alberta wants to engage with the US in the next two years.

That said, we have worked with the Alberta office for many years and thus have a strategic advantage vis-à-vis the institutional understanding of some key priorities. This, for example, includes the Premier's interest in partnering with key Senators and Governors in the top energy producing states to prepare and focus conversations and engagement at COP.

The province's interest and commitment to strengthening their presence in the United States also presents opportunities for high level engagement on the margins of other meetings. These may include Climate

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Week in New York City, the DNC/RNC conventions, visits by various business coalitions, National Governor's Association meetings, among other avenues for connection and promoting Alberta's message.

With the plan in place, continuing Congressional engagement that began with the Alberta Senior Representative in Washington will be major pillar of the strategy. Having held over 180 engagements with Congress and key stakeholders, Mr. Rajotte has a great existing cohort of policymakers that are open to dialogue with Alberta. We will reinforce that cohort and stay connected with them, while also looking to expand it to key committees and key regions of the US for whom Alberta needs an introduction.

Part of our approach includes looking for non-traditional ways for Alberta officials to build relationships with US counterparts through opportunities like the Congressional Hockey Challenge for Charity, the PNWER Annual Summit, and engaging with the Canadian American Business Council. There will be also be opportunities to replicate the successful Congressional reception we facilitated previously and/or create new avenues for non-traditional engagement. Some proposed ideas include, a welcome reception as the new Congress takes shape in 2025, hosting viewing parties for bilateral sporting events, and partnering with key stakeholders for luncheones or evening gatherings (i.e. the Embassy of Canada). These alternative methods of network building ensure that Alberta is viewed as a partner beyond "conventional" means and helps nurture relationships.

Another major task will be keeping Alberta informed of political and policy developments that influence the province's interests. This includes, for example, election outcomes and implications as well as analysis of bills relevant to Alberta's priorities such as potential permitting reform. We also expect the 2025 Tax bill to have some international implications. Conversations leading into the USCMA review will also begin in earnest next year. We can provide a line of sight into these conversations and are well positioned to share perspectives and help position Alberta to participate. In this context, we will also continually evaluate the extent to which Alberta's interests are taken into consideration by American policy makers. We will feed insights and intelligence back on a regular basis so that the overall engagement plan can be adapted in real time to developments that could impact our strategy.

Finally, we will need to engage with what is expected to be a very large freshman class in the House and Senate. Meeting new Members early to educate them on your issues and build allies will be crucial to future engagement. Moreover, any potential change in Administration from staff to cabinet will require additional introductions and relationship building. We are postioned to ensure that Alberta is forward leaning when making these connections in either administration

Resource Allocation

We will reserve approximately CAD $10,500/year for outside counsel fees to comply with requirements of the Federal Agents Registration Act and the Lobby Disclosure Act. We do not anticipate engaging in direct state level lobbying at this time.

As for the bulk of the resources, the division between Capitol Counsel LLC and Burke Consulting LLC is approximately 1/3 and 2/3. Should the workload shift overtime and the two companies need to readjust the resource allocation, we will do so in a mutually acceptable manner. The majority of time spent on this project will be from three principals – Kott, Burke, and Khajeh. We will bring in other members of our firms as needed on a project/issue basis.

Milestones & Deliverables

Monthly activity reports will provide updates on progress against goals for engagement. Each quarter, we will provide updates on the overall US political landscape as it pertains to Alberta's interests. For major

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US developments like passage of an important piece of federal legislation, or adjudication of an important cross-border issue (e.g. Line 5 or Softwood Lumber), we will provide additional analysis and recommendations. We will keep track of the meetings we arrange for you and suggest a cadence of follow-up so that promising contacts are cultivated and relationships nourished. We will also assist you with your election coverage and reporting, as well as with congratulatory outreach for the winners of the various elections. In early 2025, we will reconvene the white board strategy session to assess our progress to date and evaluate our engagement strategy in light of the election outcomes.

Dependencies

The number of meetings we set up virtually and in person will depend on interest and availability from senior Alberta officials. If there are trade missions or other events that require support in the US, we will support that outreach, provided they do not require significant travel on the part of members of our team. Our approach is that we can provide maximum value for your investment by spending time directly providing service to you, as opposed to time traveling to and from events throughout the US and Canada. This is not to say we will not travel at all. We will travel when needed, as mutually agreed with you.

Start/End Dates

We will commence work on the first day following the contract award and will continue until the final date of the contract.

Strategies for Potential Engagement with Principals and Stakeholders

We have been working with the Alberta Washington office for years on building awareness and relationships throughout Congress on both sides of the political aisle. We will continue to foster and nurture these relationships while identifying new allies.

Having bipartisan allies in the US Congress is crucial for effectively supporting your work and defending your priorities. Bipartisan support ensures that our initiatives are resilient and not solely dependent on the political climate or the party in power. Bipartisan allies can help navigate complex legislative landscapes, ensuring that your objectives are considered and addressed regardless of political shifts.

Furthermore, bipartisan relationships enable us to leverage a wider network of influence and resources, facilitating more comprehensive and effective advocacy. By cultivating and maintaining these alliances, we can ensure that our priorities are consistently represented and championed, contributing to long-term success and stability in our endeavors.

We will work in concert with Alberta's communications advisors to ensure that messaging with all stakeholders is consistent, and that intelligence that is gathered through the government relations process is shared with the public relations team (and vice versa).

Rationale Behind Our Team Structure & Composition

We specialize in two areas that are perfectly suited to this engagement: Canada/US relations, and US politics/policy. The principals in our firms have worked together in various capacities for decades. We know and trust each other and are excited at the opportunity to collaborate on Alberta's behalf. Burke Consulting brings Alberta specific experience and a successful track record for the Alberta Washington Office, most recently in its US outreach. Burke Consulting is also deeply experienced in advancing the Canada/US relationship, having extensive experience in ensuring US lawmakers view Canada and its provinces as allies. Capitol Counsel brings Democratic *and R*epublican strength, a deep bench of talent

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including former members of Congress. Jonathan Kott is a key confident of several US policy makers including Senator Coons and Senator Manchin. Capitol Counsel is a bipartisan and bicameral firm with former Members of Congress on staff, multiple partners who have represented multiple Canadian companies including Communitech and BlackBerry.

How Our Approach Has Worked Previously

Burke Consulting and Capitol Counsel were honored to be engaged to support Alberta previously. Over the last several years, we were able to secure hundreds of key meetings for the Senior Representative, building key allies and partners within Congress. This includes Senator Joe Manchin (D-WVA), the chair of the Energy and Natural Resources Committee. Through our work, Senator Manchin became a key ally for Alberta, which was particularly important given his leadership position and ability to work along bipartisan lines. To that end, we were pleased to coordinate Senator Manchin's visit to Alberta.

We also coordinated former Premier Kenney's visit to Washington DC, where he testified for the Senate Energy and Natural Resources Committee. This was an important opportunity that allowed us to promote Alberta's message as the *answer* to energy security challenges the US faces.

Most recently, we built out meetings and events for Premier Smith's inagrural trip to DC, ensuring the Premier was meeting with rising stars in Congress from both sides of the aisle, as well as the business community. In each of these iterations, our approach includes providing crucial intelligence and insights to ensure the Alberta team was well positioned.

In addition to our previous work for Alberta, our client roster includes Canadian headquartered companies, giving us a successful track record of being agile in recognizing how we can leverage your assets and message within the current geopolitical environment that is encouraging US lawmakers to work with trusted allies.

We have a well-recognized track record of Canada/US engagement on behalf of the Canadian American Business Council. The Council is a trusted voice on both sides of the border when it comes to bilateral issues and has deep connections with US legislators and Administration officials.

Capitol Counsel helped lead BlackBerry's successful defense of its U.S. business against patent litigation; and BlackBerry's preservation of its substantial government contracts.

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