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OMB No. 1124-0004; Expires July 31, 2023

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
Cornerstone Government Affairs	6401

3. Name of Foreign Principal
OCP S.A. (Through OCP North America, Inc.)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 09/01/2023

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

Outreach to members of Congress and their staffs. Conducting outreach to key agricultural trade organizations. Facilitating meetings with Administrative officials. Providing communications counsel and developing a media strategy.

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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.

Outreach to members of Congress and their staffs. Conducting outreach to key agricultural trade organizations. Facilitating meetings with Administrative officials. Providing communications counsel and developing a media strategy.

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.

Outreach to members of Congress and their staffs. Conducting outreach to key agricultural trade organizations. Facilitating meetings with Administrative officials. Providing communications counsel and developing a media strategy.

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
09/01/2023	Geoff J. Gonella	/s/Geoff J. Gonella

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Date	Printed Name	Signature
9/1/2023	Geoff J. Gonella	

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CORNERSTONE
AN EMPLOYEE-OWNED COMPANY

August 28, 2023

Attn: Kevin Kimm
OCP North America, Inc.
235 Lake Street E - Suite 202
Wayzata, MN 55391

Re: Extension and amendment 6 pursuant to the Service agreement between OCP North America Inc. and Cornerstone Government Affairs, Inc.

Dear Mr. Kimm,

Please find this letter, with an effective date of September 1, 2023, as a formal agreement between Cornerstone Government Affairs, Inc. ("Cornerstone") and OCP North America, Inc. ("OCPNA"). Cornerstone and are OCPNA are parties to an agreement with an effective date of October 1, 2020 and its amendments with effective dates on October 1, 2021, October 1, 2022, December 19, 2022, March 30, 2023, and July 30, 2023 (herein collectively referred to as the "Agreement").

1. Section 1 Term ("Term") is extended until February 29, 2024, and is amended and restated as follows:

"The term of this Agreement shall commence on the Effective Date and continue through February 29, 2024 (hereinafter referred to as the "Term"). The Parties may mutually agree in writing to extend the Term"

2. Section 3 Services by Cornerstone ("Services") is amended beginning September 1, 2023 and restated as follows:

"*During the Term Cornerstone shall provide Government Relations ("GR") and Public Affairs ("PA") Service ("Services") to OCPNA. The precise scope and extent of the Services may be amended by mutual agreement of the Parties but generally focus on:*

GR Services

- *Facilitating meetings and enhancing communications with members of Congress and their staffs, including:*
  - *Democratic and Republican leadership in the House and Senate as well as the next generation of House and Senate leadership, and future committee chairs. In doing so, Cornerstone will look for champions for OCPNA's priorities;*
  - *Members on key committees of jurisdiction regarding trade matters and U.S. phosphate use;*

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- *Conducing outreach to key agricultural and trade organizations in order to gain third-party support for OCPNA's position on the CVD case;*
- *Facilitating meetings and enhancing communications with the Biden Administration in order to best position OCPNA for the future;*
- *Advising OCPNA on key legislative, economic, and diplomatic opportunities through regular reports and meetings;*
- *Maintain an inventory of key customers and potential partners with whom we can work to advance OCPNA's interests;*
- *Providing strategic advice on congressional priorities and finding common ground with OCPNA's interests;*
- *Following U.S. congressional and administrative actions closely and preparing reports on issues impacting OCPNA; and*
- *Providing weekly, newsworthy updates on trade matters broadly.*

PA Services

- *Drafting and revising messaging and materials to advance OCPNA's priorities in the United States, including raising the company's profile and positing OCPNA as a global leader in agriculture, technology, and the global food supply chain;*
- *Developing and executing a media and outreach strategy to reach key elected officials and policymakers, as well as opinion leaders at media outlets, think tank, public policy and trade organizations, business associations, issue experts and academics;*
- *Providing ongoing communication counsel, as well as facilitating and scheduling meetings/briefings and developing informational materials for the client, which could include press releases, internet/website content, emails and letters;*
- *Monitoring U.S. media for relevant issues pertaining to OCPNA's priorities;*
- *Conducting media outreach with relevant U.S. media; and*
- *Developing and supporting earned and paid media efforts.*

3. Section 5. Fee ("Fee") is amended and restated as follows:

   Payment for the Services shall be made electronically via ACH by OCPNA to Cornerstone in six (6) monthly advance payments of fifty thousand dollars ($50,000.00) plus reasonable and customary out-of-pocket expenses with any out of town travel being approved in advance by OCPNA (the "Fee"). Cornerstone shall invoice OCPNA on a monthly basis for the Fee accrued during the succeeding month, and the Fee due under such invoice shall be payable within thirty (30) days after OCPNA's receipt of such invoice. The Parties agree to discuss in good faith any adjustment to the Fee that either Party shall deem appropriate given the level of services mutually agreed upon under Section 3. Federally appropriated funds may not be used to pay for any Services provided or expenses incurred under this Agreement.

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CORNERSTONE
AN EMPLOYEE-OWNED COMPANY

This Agreement may be terminated with or without cause at any time during the Term by either party after thirty (30) days written notice to the other party.

We look forward to working with OCPNA in this new capacity. If you have any questions regarding this letter, please contact Stacey Scholl in our office at (202) 370-1015 or sscholl@cgagroup.com.

Sincerely,



Geoff J. Gonella

Agreed upon by:

Kevin Kimm August 31, 2023

Signature Date

Kevin Kimm

Printed Name

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