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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
Forbes Tate Partners, LLC	6522

3. Name of Foreign Principal

H.Q. Energy Services (U.S.) 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? 4/27/21

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

Research, interviews, surveys and polls, analysis of social and earned media, advertising spending tracking, and message development relating to the foreign principal's interest in the New England Clean Energy Connect transmission line project.

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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 response to Question 8.

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 response to Question 8.

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 ☐

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.

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☐

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
	N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.		

Total

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 in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
	N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.		

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
4/29/21	Jeffrey Forbes	
4/29/21	Dan Tate	

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CONTRACTOR THIRD ADDENDUM
Between
Forbes Tate Partners LLC
And
H.Q. Energy Services (U.S.) Inc.

This document will serve as a Contractor third Addendum ("this Third Addendum") and extension of the current Contractor Agreement as amended from time to time ("the Agreement") between Forbes Tate Partners LLC ("FTP") and H.Q. Energy Services (U.S.) Inc. ("Client").

This Third Addendum modifies specific terms and conditions as stated in the original Agreement as amended by the first and second Contractor Addenda.

In consideration of the promises and covenants set forth herein and for other good and valuable consideration, FTP and Client (each, a "party" and together, the "parties") hereby agree to amend the Agreement in the following limited respects:

Revised/Modified Terms and Conditions

1. **Services**

   This Third Addendum authorizes services for a Maine information sharing effort and related research services as outlined in Exhibit A hereto forming part of this Third Addendum from April through August 2021 for a maximum amount of $758,500.00.

2. **Payment**

   For services related to this Third Addendum, Client agrees to pay FTP a maximum amount of $758,500.00. Work will be invoiced on a monthly basis based on work to be conducted that month. Payment is due on or before ten (10) business days after receipt of FTP's written invoice.

3. **Statement of Work**

   FTP agrees to provide research deliverables as outlined in the original Agreement's Statement of Work ("SOW") if needed and upon request by the Client. Additional deliverables and campaign elements are outlined below in Exhibit A hereto forming part of this Third Addendum.

4. **Termination**

   Either party shall have the right to terminate this Third Addendum and this Agreement at any time, without cause, upon thirty (30) calendar days' written notice to the other party. The "date of termination" shall be the date upon which the thirty (30) calendar day notice period expires. Client

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shall pay FTP for work completed through the date of termination, plus expenses incurred on or before the date of termination.

If the Client notifies FTP that a law prohibiting directly or indirectly the Client's activities related to referendum elections has been adopted by the Maine legislature, then FTP shall immediately suspend performance of the services under this Agreement until receipt of further instructions from the Client. During the suspension period, FTP shall not be entitled to receive any financial compensation.

The Client may terminate this Agreement if Client's activities related to the referendum elections are prohibited in Maine. Notwithstanding anything to the contrary, in such case, the Client shall pay FTP for work completed and expenses incurred through the date of suspension and a termination fee not to exceed $50,000.

Entire Agreement. Except as set forth herein, all other terms and conditions of the Agreement hereby remain unchanged and in full force and effect. The Agreement as modified by this Addendum shall constitute the entire agreement between the parties with respect to the subject matter set forth herein and supersedes all prior agreements, representations, and understandings of the parties, written or oral.

Counterparts. This Third Addendum may be executed in electronic ".pdf" signature counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Third Addendum to be executed by their respective duly authorized representatives:

Zachary Williams, Managing Partner
Forbes Tate Partners, LLC
4/26/21
Date

Serge-Abergel, Director - Communication
H.Q. Energy Services (U.S.) Inc.
4/27/21
Date

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4/26/21

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Exhibit A

Statement of Work Third Addendum Document

This project includes 5 months of monthly retainers ($45,000/month) for a total of $225,000. Under this retainer Forbes Tate Partners will provide services including:

- Weekly group calls with Client, in addition to other communications related to this effort;
- Recommendations for direct activities Client might undertake to address issues in the state as they arise, including counsel on outreach, coalition building, and other information sharing efforts;
- Full FTP internal staffing of this account;
- Direct consultation on issues and questions as they arise including engagement with FTP principals as needed;
- Framing for educational materials and ongoing campaign strategy;
- Analysis of outside research as it becomes available, including strategic recommendations;
- Weekly reports on all activity.

Our in-state information sharing campaign will consist of the following areas of work for a total of $347,000.00:

- In-state communications: As part of this effort, our local field team will work with Maine citizens and organizations to assist them in expressing their support for the Clean Energy Corridor.
- Collateral: Create all materials to be used for education on the benefits of the Clean Energy Corridor and important background information.
- In-state organizers: This team will be focused on identifying people and organizations in Maine who support the project, and encourage them to express their support. In no way will this team pay individuals or organizations for an action or expression of support for the project.
- Microsite/Web page: FTP will compile a research book of important data, messages, and stories featuring hydropower messaging. We will use this to develop public facing collateral that will help guide our on-the-ground allies to speak out in support of the Clean Energy Corridor. FTP will build a one-stop-shop campaign microsite/web page for a hydropower narrative where this information will be housed for the public.

On-demand "surge capacity" for short-term demand, for a total of $92,500:

- As our education efforts expand throughout the state, there is likely an additional need for materials that outline the benefits of the Clean Energy Corridor. This surge capacity can be available and activated at the client's request.

On-demand Research services for a total of $94,000, when requested by the client :

- Focus groups: Four focus groups of Maine swing voters, divided by geography.

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- Statewide Polling: Benchmark initiative polling, consisting of N=500 Mainers statewide.
- Social/Traditional Media Benchmark and tracking reports.
- Ongoing analysis of public polling and other public releases.

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