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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? 10/6/2021

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

Research; interviews; conduct surveys, polls, and focus groups; analysis of social and earned media; advertising spending tracking; message development; digital and text advertising; preparation of informational materials; public relations counseling; and voter outreach 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.

Research; interviews; conduct surveys, polls, and focus groups; analysis of social and earned media; advertising spending tracking; message development; digital and text advertising; preparation of informational materials; public relations counseling; and voter outreach relating to the foreign principal's interest in the New England Clean Energy Connect transmission line project.

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.

Research; interviews; conduct surveys, polls, and focus groups; analysis of social and earned media; advertising spending tracking; message development; digital and text advertising; preparation of informational materials; public relations counseling; and voter outreach relating to the foreign principal's interest in the New England Clean Energy Connect transmission line project.

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
10/18/2021	Jeff Forbes	
10/18/2021	Daniel Tate	

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10/5/21

FORBES | TATE PARTNERS

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

1. **Introduction.** This Contractor Agreement ("this Agreement") between Forbes Tate Partners LLC ("FTP"), a public policy consulting firm with its principal place of business at 777 6th Street, NW, 8th Floor, Washington, D.C. 20001 and H.Q. Energy Services (U.S.) Inc. ("Client") located at 225 Asylum Street, 27th Floor, Hartford, CT 06103.

2. **Services.** Commencing upon execution of this Agreement, FTP will devote its best efforts to provide services on behalf of Client as outlined in the Statement of Work ("SOW") on Exhibit A hereto forming part of this Agreement. Services shall be provided for a period commencing on October 1, 2021 and ending on January 31, 2022. Serge Abergel, Director - Communications will serve as principal point of contact for Client. Doug Usher and Jeffrey Forbes will serve as contacts for FTP.

3. **Payment**. For services rendered under this Agreement, Client agrees to pay FTP a maximum amount of $476,000. Client will pay FTP this amount in accordance with the terms of the SOW on or before ten (10) business days after receipt of FTP's written invoice.

Forbes Tate Partners LLC
Address for Accounts Receivable:
Forbes Tate Partners
Attn: Paula Thrasher
P.O. Box 210816
Montgomery, AL 36121
Telephone: 334.328.2713
Email: AR@forbes-tate.com

H.Q. Energy Services (U.S.) Inc.
Address for Invoices:
H.Q. Energy Services (U.S.) Inc.
Attn: Serge Abergel, Director - Communications
225 Asylum Street, 27th Floor
Hartford, CT, 06130
Telephone: 514 289-3182
Email: Abergel.serge@hydro.qc.ca

4. **Where Services are to be Performed.** FTP will provide its services at its Washington, DC offices and at such other places as it mutually agrees to with Client. The retainer specified in Payment section includes ordinary and customary out-of-pocket expenses (principally for local travel, business entertainment, long distance telephone and other communications, postage document reproduction and other expenses). Any additional expenses (i.e., out-of-town travel) incurred with Client approval will be billed monthly and shall be reimbursed on or before ten (10) business days after receipt of FTP's written invoice.

5. **Ownership and Non-Disclosure of Intellectual Property**. All information that Client supplies to FTP and all information that FTP supplies to Client will be Client exclusive property as a "Work for Hire," under applicable U.S. Copyright Law. FTP and any of its employees, assigns or agents, agree not to disclose this information to any third party, unless Client directs it in writing to do so. FTP agrees to use information or data it obtains from Client only to perform the services under this Agreement.

6. **Lobbying Registration and Disclosure.** FTP will comply fully with all applicable Federal, state and local government registration and disclosure requirements regarding its representation of Client. FTP agrees to cooperate with Client in fulfilling those requirements.

7. **Conflicts of Interest.** During this Agreement, FTP's representation of Client requires FTP to decline to represent any clients whose policy interests' conflict with those of Client regarding the matters on which Client seeks FTP's

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assistance. FTP will obtain Client's prior written consent before undertaking to represent any other client that has a potential policy conflict.

8. **Indemnification by Client**. Client shall hold harmless, indemnify and defend FTP and its Covered Parties from and against any and all Claims by third parties made against FTP and/or its Covered Parties arising out of (w) the services provided pursuant to this Agreement, (x) the ownership or operation of the Client's business, (y) a material breach by Client of any of its obligations under this Agreement or any other agreement relating to the Client's business, or (z) Client's gross negligence, bad faith or willful misconduct. Client's indemnity provided herein shall not apply to any Claims resulting from the gross negligence or willful misconduct of FTP or any of its Covered Parties.

9. **General Indemnity Provisions**. Each indemnity provided for under this Agreement shall be subject to the following provisions: (i) the indemnity shall cover the costs and expenses of the indemnitee, including reasonable attorneys' fees, related to any actions, suits or judgments incident to any of the matters covered by such indemnity; and (ii) the indemnitee shall notify the indemnitor of any Claim made by a third party against the indemnitee covered by the indemnity reasonably promptly but not later than ten (10) days after it has written notice of such Claim, but failure to notify the indemnitor shall in no case prejudice the rights of the indemnitee under this Agreement unless the indemnitor shall be prejudiced by such failure and then only to the extent the indemnitor shall be prejudiced by such failure. The indemnitor shall not settle any such Claim without the prior written consent of the indemnitee, which consent shall not be unreasonably withheld, conditioned or delayed. Should the indemnitor fail to discharge or undertake to defend the indemnitee against such Claim upon learning of the same, then the indemnitee may settle such Claim, and the liability of the indemnitor hereunder shall be conclusively established by such settlement, the amount of such liability to include both the settlement consideration and the reasonable costs and expenses, including reasonable attorneys' fees, incurred by the indemnitee in effecting such settlement.

10. **Definitions**. For purposes hereof, (i) "Claim" means any obligation, liability, claim (including, without limitation, any claim relating to damage to property, injury or death), lien or encumbrance, loss, damage, cost or expense; and (ii) "Covered Parties" means, with respect to each of Client and FTP, such party's advisors, trustees, directors, officers, managers, members, partners, employees, beneficiaries, shareholders, participants, agents or affiliates.

11. **Termination.** Either party shall have the right to terminate this Agreement at any time, without cause, upon fifteen (15) calendar day's written notice to the other party. The "date of termination" shall be the date upon which the fifteen (15) calendar day notice period expires. Client shall pay FTP for work completed through the date of termination, plus expenses incurred on or before the date of termination. This section shall survive the termination of this Agreement. If FTP shall, by reason of dissolution or any other cause, become unable to perform the functions described in the representation services section of this Agreement or if either party breaches this Agreement in a material fashion (i.e. failure to pay the fees and/or expenses due hereunder), either party shall have the right to terminate this Agreement immediately, upon written notice to the other party. This Agreement may be modified or amended only by a written instrument executed by both parties. The section headings as set forth throughout this Agreement are for convenience only and are not intended to affect the meaning of the provisions of this Agreement.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York except for any choice of law requirement that otherwise may apply the law from another jurisdiction. Any dispute relating to, arising out of, or connected with this Agreement shall be filed and maintained in any court of the State of New York or any United States federal court, sitting in the Borough of Manhattan, New York City, New York and any appellate court thereof, whose jurisdiction shall be non-exclusive. Each Party hereby waives the right to a trial by jury in any court or proceeding arising out of or in any way related to this Agreement or any counterclaim therein.

13. **Entire Agreement.** This Agreement constitutes the sole understanding of the parties about this subject matter. No amendments or modifications of or to any provision of this Agreement shall be binding except in writing signed by each of the parties to the Agreement.

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FORBES | TATE
PARTNERS

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives:

Forbes Tate Partners LLC

By: _____
Zach Williams, Managing Partner

Date: 10/5/2021

H.Q. Energy Services (U.S.) Inc.

By: _____
Serge Abergel, Director-Communication

Date: 10/6/2021

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Exhibit A

Statement of Work

Contact: Doug Usher
Forbes Tate Partners
777 6th St NW, 8th Floor
Washington, D.C. 20001

Start/End Dates: This Agreement will authorize services for a New York information sharing campaign, including in-state field teams and related research services beginning October 1, 2021 and end on January 31, 2022.

Payment Terms: Client agrees to pay FTP a maximum amount of $476,000. 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.

Deliverables Timeline & Per-Element Price:

Additional deliverables and campaign elements are outlined below:

Our in-state grassroots campaign will consist of the following areas of work for a total of $410,000:

This project includes 4 months of monthly retainers ($30,000/month) for a total of $120,000. 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.

In-state communications: $239,000
With our team on the ground in New York, we will work in tandem with the team already in place to act proactively to educate New Yorkers on the benefits of the project. Our field team would develop a campaign that includes:
- Building an aggressive, always-on communications and grassroots campaign
- Generating long-term on-the-ground support
- Pushing back on opponents' arguments
- Exposing misleading efforts by oil and gas and other opponents

Tactically, this would include drafting and placing op-eds and letters to the editor, outreach to local business leaders, community organizations, and influential New Yorkers, providing them with information, fact sheets, and arguments that encourage them to speak out in support of the project.

Public Comment Period: $51,000

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As a part of this SOW, we are including an additional surge capacity budget that will include additional field team resources, devoted specifically to mobilize advocates that can engage if needed with the New York Public Service Commission as they consider public policy ***provided, however,*** that no advocates for this project shall engage in *ex parte* communications with the New York Public Service Commission's staff or the commissioners.

. This will include the development of unique public comment letters from advocates on the ground, calling for approval of the project.

Research services for a total of $66,000:

Our targeting outputs will be built on two factors:

- Direct demographic data from our polling, based on understanding base, swing, and supporters who will be critical to victory.
- Advanced analytics and data enhancement to further refine targets to be actionable, based on modeled and direct individual-level behavioral data to find target voters statewide.

Quantitative Scope:

Benchmark poll: $37,500

- N=500New York voters, with an oversample to reach a total of N=300 voters in the Hudson River Valley
- 15-20 minutes in length
- All reporting, research expenses, and analysis included
- Data matching and enhancement for targeting
- Includes direct data enhancement and modeling
- Analytics and targeting output

One tracking survey: $28,500

- N=500 New York voters, with an oversample to reach a total of N=300 voters in the Hudson River Valley of 8-10 minutes in length

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