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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? 10/21/2021

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 Champlain Hudson Power Express 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 and production of informational materials; public relations counseling; and voter outreach relating to the foreign principal's interest in the Champlain Hudson Power Express 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 and production of informational materials; public relations counseling; and voter outreach relating to the foreign principal's interest in the Champlain Hudson Power Express 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
10/27/2021	Jeff Forbes	
10/27/2021	Daniel Tate	

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

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

This Contractor Sixth Addendum modifies specific terms and conditions as stated in the original Agreement as amended by the Contractor Fifth Addendum.

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 Contractor Sixth Addendum authorizes services for a Maine information sharing campaign, including related research, web domain purchasing, ad production, and FTP travel reimbursement from October through November 2021 for a total of $2,250,250.00

2. **Payment** Client agrees to pay FTP a maximum amount of $2,250,250.00. 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 the Contractor Sixth Addendum document on Exhibit A hereto forming part of this Contractor Sixth Addendum.

4. **Termination** Either party shall have the right to terminate this Agreement at any time, with out cause, upon thirty (30) calendar days' written notice to the other party. The "date of ter mination" shall be the date upon which the thirty (30) calendar day notice period expires.

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 Contractor Sixth 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 Contractor Sixth 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.

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

Zachary Williams, Managing Partner
Forbes Tate Partners, LLC
10/21/2021
Date

Serge-Abergel, Director - Communication
H.Q. Energy Services (U.S.) Inc.
10/21/2021
Date

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Exhibit A

Statement of Work Addendum Document

Broadcast and Cable Media Placement Budget: $1,500,000.00

Maine								
Platform	% of 2020 Gen Election	Programming	Cost Per Point	10/18	10/25	11/1	Total GRPs	Total Cost
Portland Broadcast	70.1%	Local News, Network News, Sports, Prime, Daytime, Early Fringe, & Late Fringe	$461	500	775	100	1,375	$633,875
Portland Cable		News, Sports, Lifestyle/Entertainment	$314	250	440	70	760	$238,640
Bangor Broadcast	24.5%	Local News, Network News, Sports, 60 Minutes, Late Fringe, etc	$305	500	775	100	1,375	$419,375
Bangor Cable		News, Sports, Lifestyle/Entertainment	$106	250	440	70	760	$80,560
Presque Isle Broadcast	4.4%	Local News, Network News, Sports, 60 Minutes, Late Fringe, etc	$37	500	775	100	1,375	$50,875
Presque Isle Cable		News, Sports, Lifestyle/Entertainment	$38	250	440	70	760	$28,880
Statewide Satellite	100.0%	News, Sports, Lifestyle/Entertainment	$89	200	250	50	500	$44,500
							Total	$1,496,705

Digital Media Placement Budget: $500,000

- FTP will launch a new programmatic push to launch two new sets of static banner creative. This new creative will highlight new positive press for the Vote No on Question 1 campaign that has been published across two prominent local news sources, CBS and Bangor Daily News

- FTP will leverage the recognizability and trust of CBS WGME and Bangor Daily News in order to reengage registered voters with Vote No content and mobilize them to vote. FTP will continue to target all registered voters in the state of Maine, reaching 1,115,678 voters, with a frequency of x3.3-3.6 per day until election day, just by this branded creative alone.

Research services for a total of $31,000

- Additional October Tracking Poll

Web domain purchase for a total of $1,750

- FTP purchase of the domains VoteNoOnOne.com and VoteNoOnOne.org

Production of TWO new ads for a total of $164,000 (including crew travel), one featuring real Mainers in a man-on-the-street set up, and the other featuring a Mainer discussing heating oil prices.

Services Include:

- Pre-production/production for a one-day shoot for interview/b-roll capture in Maine
    - Pre-production Coordination, Scheduling, Copywriting

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    - Director of Photography w/UHD Broadcast Quality Camera
    - Assistant Camera Technician
    - Grip and Electric Package w/Camera Support
    - Lighting and Grip Technicians
    - Sound Mixer with Recording Equipment
    - Makeup Artist
    - Producer/Field Manager
    - Production Assistant(s)
    - Director
    - Footage Processing and Storage
- Post-production including editing and finishing for one broadcast quality spot complete with digital cutdowns and revisions
    - Footage Encoding
    - Avid Non-linear Editing
    - Motion/Animated Graphic Production & Design
    - Production Management
    - Audio Mixing & Sound Design
    - Voiceover Talent Contracting and Recording, If Necessary
    - Music Search and Licensing
    - Broadcast Color Correction
- Aerial drone videography including capturing select footage independent of the production team the same day as the interview shoot
    - Pre-production coordination and scheduling
    - FAA-licensed drone pilot and UHD drone with broadcast quality camera
    - Drone camera technician

Our advertising team will develop a :30 second spot that refutes our opponent's advertisements (a "break" spot), including full development & post-production: $33,500

Services Include:

- Creative Development Consulting
- Copywriting
- Mood Board Development

This creative execution utilizes images/video, designed motion graphics and voiceover or live action narrative to convey strategic messaging in an easily digestible advertising piece. Various lengths and formats can be adapted from the generic thirty second version to display in digital and out of home applications. Revisions are also included in this pricing.

Services Include:

- Footage/Image search/licensing
- Footage Processing & Encoding
- Avid non-linear Editing
- Motion/Animated Graphic production & design
- Production management
- Audio mixing & sound design
- Voiceover talent contracting and recording
- Music search and licensing
- Broadcast Color Correction

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Reimbursement of FTP travel expenses upon presentation of corresponding invoices and proof of payment, not to exceed $20,000

- Trip to New York (9/21) for 3 FTP employees to meet with the HQ team
- Trip to Maine (10/7-8) for 1 FTP employee to film new ad
- Trip to Maine (10/19-10-20) for 1 FTP employee to film new ad
- Trip to New York (10/20-21) for 4 FTP employees to meet with the HQ team
- Trip to Montreal (end of campaign): for 3 FTP employees to meet with the HQ team

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