Received by NSD/FARA Registration Unit 09/13/2022 2:33:16 PM

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? 08/10/2022

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

The Addendum authorizes services for a New York information sharing campaign, including Strategic Counsel and Campaign Management and Field Activation, from July 2022 through December 2022.

Received by NSD/FARA Registration Unit 09/13/2022 2:33:16 PM

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Forbes Tate will design and execute an advocacy and public relations operation to promote HQ's visibility and reputation in New York. Our team will remain available to navigate any changes on the ground, anticipate challenges and opportunities, and provide strategic counsel during weekly strategy sessions. FTP will manage in-state organizers executing an always-on communications and grassroots campaign, generating long-term, on-the-ground support, focused on amplifying the benefits of HQ for New York and pushing back on misleading efforts by opponents in the state.

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.

Forbes Tate will design and execute an advocacy and public relations operation to promote HQ's visibility and reputation in New York. FTP will manage in-state organizers executing an always-on communications and grassroots campaign, generating long-term, on-the-ground support, focused on amplifying the benefits of HQ for New York and pushing back on misleading efforts by opponents in the state.

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

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 in connection with activity on behalf of the foreign principal or transmitted monies to the 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 and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

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.

Received by NSD/FARA Registration Unit 09/13/2022 2:33:16 PM

Received by NSD/FARA Registration Unit 09/13/2022 2:33:16 PM

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
09/13/2022	Jeffrey Forbes	/s/Jeffrey Forbes
09/13/2022	Daniel Tate	/s/Daniel Tate

Received by NSD/FARA Registration Unit 09/13/2022 2:33:16 PM

Received by NSD/FARA Registration Unit 09/13/2022 2:33:16 PM

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
9/12/22	Jeffrey Forbes	
9/12/22	Daniel Tate	

Received by NSD/FARA Registration Unit 09/13/2022 2:33:16 PM

Received by NSD/FARA Registration Unit 09/13/2022 2:33:16 PM

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

This document will serve as a Contractor Fourth Addendum ("this Contractor Fourth Addendum") and extension of the Contractor Agreement dated as of October 6, 2021 ("the Agreement") between Forbes Tate Partners LLC ("FTP") and H.Q. Energy Services (U.S.) Inc. ("Client").

This Fourth Addendum supplements the specific terms and conditions as stated in the Contract Agreement signed October 6th, 2021 (the "Agreement") for a maximum amount of $476,000, the Contractor First Addendum, signed October 18, 2021 for a maximum amount of $1,800,000, the Second Addendum signed January 11, 2022 for $48,589, the Contractor Third Addendum signed February 9, 2022 for $1,837,500. Third Addendum termination end of June ($720,996.)

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 Addendum authorizes services for a New York information sharing campaign, including Strategic Counsel and Campaign Management and Field Activation, from July 2022 through December 2022, for a total of $418,500.

   The original contract plus the four addendums brings the total amount to $3,859,593.

2. **Payment** Client agrees to pay FTP a maximum amount of $418,500. 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** Additional deliverables and campaign elements are outlined below in the Addendum document on Exhibit A hereto forming part of this Fourth 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 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 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.

Received by NSD/FARA Registration Unit 09/13/2022 2:33:16 PM

Received by NSD/FARA Registration Unit 09/13/2022 2:33:16 PM

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

Zachary Williams, Managing Partner
Forbes Tate Partners, LLC

8/10/22
Date

Serge-Abergel, Director - COO
H.Q. Energy Services (U.S.) Inc.

8/10/2022
Date

Received by NSD/FARA Registration Unit 09/13/2022 2:33:16 PM

Received by NSD/FARA Registration Unit 09/13/2022 2:33:16 PM

Exhibit A

Statement of Work Addendum Document

Our in-state grassroots campaign will consist of the following areas of work from August through December for a total of $418,500

Strategic Counsel and Campaign Management **$10,000 per month**

Forbes Tate will design and execute an advocacy and public relations operation to promote HQ's visibility and reputation in New York. Our team will remain available to navigate any changes on the ground, anticipate challenges and opportunities, and provide strategic counsel during weekly strategy sessions.

Field Activation **$59,750 per month**

- FTP will manage in-state organizers executing an always-on communications and grassroots campaign, generating long-term, on-the-ground support, focused on amplifying the benefits of HQ for New York and pushing back on misleading efforts by opponents in the state
- The work will focus on setting up and creating opportunities for HQ to engage through events, meetings with key local figures, speaking engagements and thought-leadership opportunities

HQ (Client) acknowledges and agrees that FTP may (as agent on behalf of Client), with Client's consent, procure and engage one or more individuals or entities (each, a "Subcontractor" or "Vendor") to provide certain services, products and/or other deliverables (collectively, the "Services and Deliverables") to FTP (as agent on behalf of Client). Client further acknowledges and agrees that, if FTP engages one or more Subcontractors or Vendors hereunder, then, notwithstanding anything in this Agreement to the contrary:

(i) a portion of the fees paid by Client to FTP shall be collected by FTP as agent on behalf of such Subcontractors or Vendors (each such Subcontractor or Vendor having established a fee or fees for such Subcontractor's or Vendor's respective Services and Deliverables), and FTP shall remit such portion to such Subcontractors or Vendors following FTP receipt of such payment by Client;
(ii) if, at any time prior to commencing or completing any Services and Deliverables hereunder, any Subcontractor or Vendor requires an advance, deposit, prepayment or similar amount with respect to fees, costs and/or expenses of such Subcontractor or Vendor, FTP shall notify Client of such requirement and the amount of any such required payment, Client shall pay such payment to FTP (as agent on behalf of such Subcontractor or Vendor) as soon as practicable following such notice, and FTP shall remit such amount to such Subcontractor or Vendor following FTP receipt of such payment by Client; and
(iii) each Subcontractor or Vendor, not FTP, shall be responsible for the performance and delivery of such Subcontractor's or Vendor's respective Services and Deliverables to, or for the benefit of, Client.

Received by NSD/FARA Registration Unit 09/13/2022 2:33:16 PM