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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
Teneo Strategy LLC	6698

3. Name of Foreign Principal

Salama bint Hamdan Al Nahyan Foundation

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? January 28, 2021

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

The registrant has amended its agreement previously filed for this foreign principal in the Exhibit B dated June 8, 2020. Under the amended agreement, the foreign principal will pay an additional monthly retainer of $250,000 beginning February 1, 2021 through October 31, 2021 for the services previously disclosed. In addition, the earlier agreement was amended to include additional short-term consulting and communications services for two specific projects, for which the foreign principal will pay additional monthly retainers of $150,000 (for a two-month period ending February 28, 2021) and $250,000 (for a two-month period ending March 30, 2021).

Note: The attached agreement is dated January 28, 2021, includes an effective date of January 1, 2021, and was signed and returned to the registrant on February 7, 2021.

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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.

In addition to those activities previously disclosed, beginning January 31, 2021 and ending March 30, 2021, the registrant will provide the foreign principal with consultancy services to support organizational transformation and development, including organizational visioning and articulation of outcomes, diagnostic analysis of the current state, and design of a roadmap to bring about the transformation objectives of the foreign principal. Beginning January 1, 2021 and ending February 28, 2021, the registrant will also develop for the foreign principal a communications strategy and plan for the UAE 50th anniversary celebration, including advisory, planning, and narrative development services.

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.

The registrant's activities on behalf of the foreign principal may include counsel to the foreign principal regarding interactions with the media but will not include communications with U.S. government officials or employees.

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.

Teneo Strategy LLC has been registered under FARA on behalf of Salama bint Hamdan Al Nahyan Foundation since June 8, 2020, and its prior activities on behalf of the foreign principal are detailed in its supplemental statements on file with the Department of Justice. Since the period covered by the registrant's last supplemental statement, the registrant has begun to provide the consulting and communications services described in Item 9 and has provided the communications and media relations services described in the previously-filed Exhibit B and the amendment to the registrant's registration statement dated July 21, 2020.

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 ☐

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
12/01/2020	Salama bint Hamdan Al Nahyan Foundation	Fees	$250,000.00
12/16/2020	Salama bint Hamdan Al Nahyan Foundation	Fees	$732,000.00
		*Note that none of the payments referenced here are for fees related to the amended agreement covered by this Exhibit B; all are associated with work described in previous submissions and will also be disclosed in Teneo's upcoming supplemental statement.	
			$982,000.00
			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
12/14/2020		Design of materials for 2020 Global Leaders Study	$10,500.00
Various		Miscellaneous expenses (tablets and COVID tests)	$3,962.81
Various		Local transportation (taxis)	$404.93
Various		Out-of-town travel (meal; hotel; no expenses for U.S. government officials or media)	$359.37
		*Note that none of the disbursements referenced here are for expenses related to the amended agreement covered by this Exhibit B; all are associated with work described in previous submissions and will also be disclosed in Teneo's upcoming supplemental statement.	

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
February 17, 2021	Robert Mead	Sign	/s/ Robert Mead
		Sign	
		Sign	
		Sign	

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Teneo®

January 28, 2021

Attn: Angela Migally, Executive Director
Salama Bint Hamdan Al Nahyan Foundation
Al Mamoura A Building, Ground Floor
PO Box 62086, Abu Dhabi, United Arab Emirates

Re: Amendment No. 2 to Engagement Letter dated April 12, 2020 (the "*Amendment No. 2*")

We refer to that certain Engagement Letter, as amended, effective as of April 12, 2020 (the "***Agreement***"), between **Teneo Strategy LLC**, a Delaware limited liability company (the "***Consultant***"), and **Salama Bint Hamdan Al Nahyan Foundation**, a company organized under the laws of Abu Dhabi (the "***Company***"). Capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Agreement.

The parties hereby agree to amend the Agreement, effective retroactively as of January 1, 2021, as follows:

1. **Section 1 – Consulting Services – of the Agreement shall be amended by adding new text to the end as follows:**

   "In addition to the Services, the Consultant shall provide the following additional services (collectively, the "***Additional Services***"):

   - Beginning January 31, 2021 and ending March 30, 2021, the Consultant will provide the Company with consultancy services to support organizational transformation and development, including organizational visioning and articulation of outcomes, diagnostic analysis of the current state, and design of a roadmap to bring about transformation objectives (the "***Transformation Services***");
   - Beginning January 1, 2021 and ending February 28, 2021, the Consultant will provide the Company with Development of the UAE 50th Anniversary communications strategy & plan for celebration committee, including advisory, planning and narrative development (the "***UAE Anniversary Services***");

2. **Section 2.1 – Consulting Fees – of the Agreement shall be deleted in its entirety and replaced as follows:**

   "In consideration for the Services, the Company shall pay to the Consultant a fee of $250,000 per month (the "***Base Monthly Retainer***"), payable within 30 days of receipt of the invoice. In addition to the Base Monthly Retainer in further consideration for the Services , beginning February 1, 2021 and ending October 31, 2021, the Company shall pay to the Consultant an additional monthly payment of $250,000 ("***Additional Monthly Retainer")***also payable within 30 days of receipt of the invoice . On or before August 1, 2021, the Company and Consultant shall confer in good faith regarding whether and to what extent the Additional Monthly Retainer shall be continued beyond October 31, 2021.

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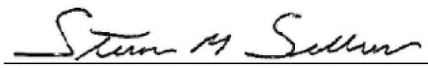
In addition to the Base Monthly Retainer and the Additional Monthly Retainer and in consideration for the Additional Services, the Company shall pay to the Consultant the following fees (collectively, the "***Additional Fees***"):

- A monthly fee of $150,000 for the UAE Anniversary Services;
- A monthly fee of $250,000 for the Transformation Services."

Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect. This Amendment No. 2 shall be governed under the laws of the State of New York, without regard to its conflict of law provisions and may be executed in counterpart and by facsimile.

May it be known that the undersigned parties, for good and valuable consideration, the receipt and adequacy of which is acknowledged and agreed, accept and agree as of the date first written above:

Accepted and Agreed to:

SALAMA BINT HAMDAN AL NAHYAN FOUNDATION	**TENEO STRATEGY LLC**
Angela Migally	Steven Sullivan
Name	Name
Executive Director	Chief Financial Officer
Title	Title
	
Signature	Signature
February 7, 2021	02.08.21
Date	Date

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