

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 Daniel J. Edelman, Inc.	2. Registration Number 3634
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3. Name of Foreign Principal
Abu Dhabi Future Energy Company PJSC - MASDAR 2

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? 04/21/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide additional public relations and communications professional retainer services through August 20th 2024.

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

Provide communications and media relations services including content development, press release distribution.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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.

Provide communications and media relations services including content development, press release distribution.

11. Prior to the date of registration² 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
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12. During the period beginning 60 days prior to the obligation to register³ 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
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such 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 an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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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.

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
05/28/2024	Raquel daFonseca	Sign /s/Raquel daFonseca
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	Sign _____

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.

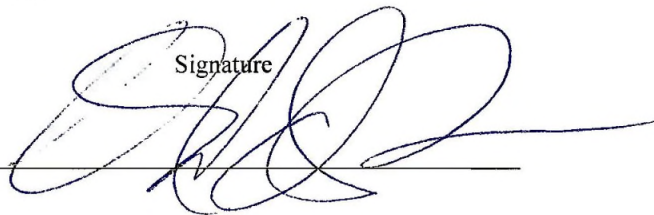
Date

Printed Name

Signature

5-20-24

Raquel LaFonseca



PROFESSIONAL SERVICE AGREEMENT (PSA) VARIATION ORDER




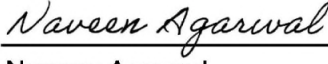
ABU DHABI FUTURE ENERGY COMPANY PJSC - MASDAR (Masdar)

Address: <u>Building 1A, 3rd Floor - Opposite Presidential Flight</u> <u>P.O. Box: 54115, Abu Dhabi, UAE</u>	PSA Number: <u>BASI-MACC-PSA-23-29569</u>
Cont. Engr.: <u>Mahra Al Mansoori</u>	PSA Dated: <u>1-Feb-23</u>
Telephone: <u>+971 - (0)2 - 653 3051</u>	Variation Order Number: <u>3</u>
Fax: <u>+971 - (0)2 - 653 3007</u>	Variation Order Dated: <u>23-Apr-24</u>
E-mail: <u>malmansoori@masdar.ae</u>	Variation Order Execution Number: <u>BASI-MACC-PSA-23-29569-VO3</u>
	Requisition Ref: <u>2024100684</u>

PSA Time	PSA Fees
1. Original duration 42 Weeks	1. Original Agreement Fees USD 50,000.00
2. Previous variation orders 31 Weeks	2. Amount of previously approved variation orders USD 42,667.00
3. Duration prior to this change (Line 1 + Line 2) 73 Weeks	3. Agreement Fees prior to this change (Line 1 + Line 2) USD 92,667.00
4. Schedule adjustment this change 16 Weeks	4. Fees of this variation order USD 16,667.00
5. Revised Agreement duration (Line 3 + Line 4) 89 Weeks	5. Total Agreement Fees to date (Line 3 + Line 4) USD 109,334.00
6. Adjusted Agreement End Date: 20-Aug-24	
Consultant: <u>Daniel J. Edelman Limited</u> Address: <u>Francis House, 11, Francis Street,</u> <u>London, England, SW1P 1DE</u> Contact Name: <u>Claire Dobson</u> Telephone: <u>+44(0)7738 244949</u> Email: <u>claire.dobson@edelman.com</u>	Project Name: <u>PROVIDING COMMUNICATIONS AGENCY FOR MASDAR</u> Site Name: <u>Masdar Headquarters & other locations</u> Site Address: <u>Masdar site office - Khalifa City A</u> <u>P.O. Box 54115</u> <u>Abu Dhabi, UAE</u>

The following changes are hereby made to the PSA identified above:

1. This Variation Order (VO-3) is issued to provide extended retainer services for Company as detailed in Attachment 1;
2. The total not to exceed Fee under this VO-3 is USD 16,667;
3. For the avoidance of doubt; the duration of the services under this VO-3 shall not exceed four (4) months, adjusting the PSA End Date to 20-AUG-2024, unless it ends earlier in accordance with Attachment 1;
4. The Parties agree to sign this VO-3 by electronic signature and that this method of signature (whatever form the electronic signature takes) is conclusive evidence of the Parties' intention to be bound by this VO-3 as if signed by manuscript signature; and
5. All other Terms & Conditions of the original Agreement and its VOs remain unchanged.

Signed on behalf of the Company	Signed on behalf of the Consultant
Signed By:  Printed Name: <u>Faisal Karamastaji</u> Title: <u>Director, Procurement</u> Date: <u>16-May-2024</u>	Signed By:  Printed Name: <u>Naveen Agarwal</u> Title: <u>CFO - UK</u> Date: <u>16 May 2024</u>

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ATTACHMENT 1

For the period from 21 April 2024 until 20 August 2024 (the “**Extension Period**”), the Consultant may provide the Company with the following additional public relations and communications professional retainer services set out in Paragraph B (the “**Monthly Retainer Services**”) on a month-by-month basis on the terms set out in this Attachment 1:

(A) Month to Month Agreement Required to Provide Monthly Retainer Services

The Parties agree that the Monthly Retainer Services will be provided by Consultant for a period that begins on 21 April 2024 and ends the day before the day of the same date in the following month (i.e. ends on 20 May 2024) , unless both Parties’ authorised representatives mutually agree in writing (email sufficient) for the Consultant to continue to provide the Monthly Retainer Services for the following month period (“**Following Month Period**”) on or before the date that is the first of the calendar month of that Following Monthly Period.

By way of an example only, if the Parties wish for the Consultant to continue to provide Monthly Retainer Services for the period from 21 June 2024 to 20 July 2024, both Parties’ authorised representatives must have mutually agreed in writing for the Consultant to do so on or before 1 June 2024.

If, during the Extension Period, a Party does not wish to extend the Monthly Retainer Services for a further month period, the Monthly Retainer Services shall cease on the end date of the final monthly period (the “**End Date**”), and Company shall remain liable to pay the Consultant for the Fees and related expenses for the Services performed up until the End Date. The Parties agree to enter into a new VO if they wish to extend the Monthly Retainer Services after the expiry of the Extension Period.

For the purposes of this Paragraph A, the Consultant’s authorised representatives shall be either: the Head of International Affairs, London Corporate or Associate Director, London Corporate, and the Company’s authorised representatives shall be either: Eric Macinnes, Head of Corporate Communications or Katie Daniels, Senior Manager, Corporate Communications.

(B) Monthly Retainer Services

Media engagement for US

- *Press release development and distribution to support company announcements*
- *Editorial calendar development*
- *Media liaison including arranging interviews*
- *Coverage reports and summaries*

Any services not expressly set out in this Attachment are excluded from the Monthly Retainer Services and the relevant fee.

(C) Monthly Retainer Services Fees

The fee for the Monthly Retainer Services is USD\$4,166.75 per month for the Extension Period and is payable by Company as set out in the paragraph below (“**Monthly Retainer Services Fee**”).

The Consultant is entitled to invoice monthly for the relevant Monthly Retainer Services Fee from the start date of relevant monthly period the Consultant is providing the Services

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Fees shall be paid as per Clause 7 of this Agreement after receipt by the Company of the Consultant's invoice.

In addition to the Monthly Retainer Services Fee, third party costs and expenses incurred by Consultant during the performance of the Monthly Retainer Services shall be charged to the Company at cost, provided such expenses and costs are approved by the Company in advance.

The Consultant is entitled to invoice any costs and/or expenses incurred monthly in arrears and shall be paid as per Clause 7 of this Agreement after receipt by the Company of the Consultant's invoice and supporting documentation as may be reasonably required