

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
Marson Media

2. Registration Number
7330

3. Name of Foreign Principal
Almarai

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? 02/05/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

To perform public relations activities.

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

See Appendix for Response

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.

See Appendix for Response

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
03/06/2024	barrett marson	/s/barrett marson
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

3-6-2024

barrett marson



Appendix Response to Item 9

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

- a.
Develop a strategic communications plan for Fondomonte
- b.
Create talking points for use in local and national media by Marson, Client, or other representatives of Fondomonte from time to time
- c.
Prepare Fondomonte representatives for media interviews
- d.
Coordinate with Client and Fondomonte representatives on how or even whether to respond to media
- e.
Speak on or off the record on behalf of Fondomonte to local and national media only on local and state issues in the State of Arizona
- f.
Create media opportunities that counter the negative narrative faced by Fondomonte
- g.
Work with Client and Fondomonte representatives on strategies to ensure the land leases currently held by Fondomonte remain intact

Appendix Response to Item 10

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

- a.
Develop a strategic communications plan for Fondomonte
- b.
Create talking points for use in local and national media by Marson, Client, or other representatives of Fondomonte from time to time
- c.
Prepare Fondomonte representatives for media interviews
- d.
Coordinate with Client and Fondomonte representatives on how or even whether to respond to media
- e.
Speak on or off the record on behalf of Fondomonte to local and national media only on local and state issues in the State of Arizona
- f.
Create media opportunities that counter the negative narrative faced by Fondomonte
- g.
Work with Client and Fondomonte representatives on strategies to ensure the land leases currently held by Fondomonte remain intact

COMMUNICATIONS AND PUBLIC RELATIONS AGREEMENT

MARSON MEDIA (hereinafter "Marson"), accepts this agreement and proudly starts a relationship with Fondomonte LLC (hereinafter "Client"), this 5th day of February, 2024.

1. **Initial Scope of Services:** Marson agrees to provide the following services (the "Services") to Client:
 - a. Develop a strategic communications plan for Fondomonte
 - b. Create talking points for use in local and national media by Marson, Client, or other representatives of Fondomonte from time to time
 - c. Prepare Fondomonte representatives for media interviews
 - d. Coordinate with Client and Fondomonte representatives on how or even whether to respond to media
 - e. Speak on or off the record on behalf of Fondomonte to local and national media only on local and state issues in the State of Arizona
 - f. Create media opportunities that counter the negative narrative faced by Fondomonte
 - g. Work with Client and Fondomonte representatives on strategies to ensure the land leases currently held by Fondomonte remain intact


2. **Billing and Payment:** Marson will bill Client a monthly fee of \$4,750 for the Services. All billings are due and payable within 15 days of delivery of invoice. Reasonable expenses incurred furthering the Client's interests will be reimbursed. Any expense more than \$250 shall be approved by Client in writing in advance of its incurrence. Client shall mail or deliver all payments to Marson at 801 N. 1st Avenue, Phoenix, Az 85003.

3. **Term:** This engagement shall have a term from February 5, 2025 through May 5, 2024. Marson or Client may cancel this contract with 30 days written notice during which time Marson will continue to be paid.

4. **Indemnification:**
 - a. Marson shall indemnify and hold Client harmless from and with respect to any claims or actions for libel, slander, piracy, plagiarism, invasion of privacy or infringement of copyright that are instituted by third parties against Client and based upon any materials or communications prepared by Marson, except where any such claim or action arises out of or is related to materials or communications furnished by Client to Marson that Marson has included in materials or communications Marson prepares. Any information or data obtained by Marson from Client to substantiate claims Marson or Client may make in communications of any type shall be deemed to be "materials or communications furnished by Client to Marson."
 - b. Client shall indemnify and hold Marson harmless from and with respect to any claims or actions that are instituted by third parties and arise out of or are related to Marson's use of materials or communications furnished by Client to Marson or arise out of or are related to materials or communications created by Marson that Client has materially changed.

c. In the event of any action or proceeding against a party to be indemnified pursuant to this paragraph 4 (the "Indemnified Party"), the party to indemnify the Indemnified Party pursuant to this paragraph 4 (the "Indemnifying Party") shall control the legal defense of such action or proceeding. The Indemnified Party shall assist in the preparation of the defense of such action or proceeding and reasonably cooperate with the Indemnifying Party and its attorneys. The Indemnifying Party shall reimburse to the Indemnified Party all reasonable out-of-pocket costs the Indemnified Party may incur in connection with any such action or proceeding. This paragraph 4(c) shall not apply to any action or proceeding that is not indemnifiable by Marson to Client in accordance with paragraph 4(a).

5. **Entire agreement:** The entire contract is embodied in this writing, and no other warranties or representations are given beyond those set forth in this written contract. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement. This agreement may only be amended by written instrument executed by both parties stating that it is an amendment hereto. The laws of the state of Arizona shall govern this agreement.


02/07/2024

David Kelly



Barrett Marson