

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by 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 this 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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 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, Registration Unit, Counterespionage 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 Prism Public Affairs	2. Registration No. 5841
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3. Name of Foreign Principal American Palm Oil Council

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Check Appropriate Boxes:

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

The agreement stated in Question #4 is a yearly contract for public relations council provided by Prism Public Affairs to the American Palm Oil Council

While this agreement mentions the Malaysian Palm Oil Council in addition to the American Palm Oil Council, these are functionally the same entity; Prism Public Affairs has not acquired any new foreign principals during the reporting period.

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

See answer to Question #7

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes *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.

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Date of Exhibit B 12/17/09	Name and Title Dale Leibach - Principal	Signature <i>Dale Leibach</i>
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Footnote: 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.



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April 15, 2009

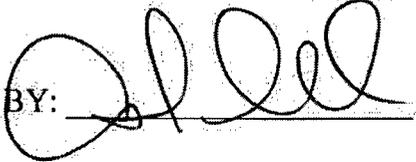
YBhg Tan Sri Datuk Dr Yusof Basiron
Chief Executive Officer
Malaysian Palm Oil Council
2nd Floor, Wisma Sawit
Lot 6 SS6 Jalan Perbandaran
47301 Kelana Jaya
Selangor, Malaysia

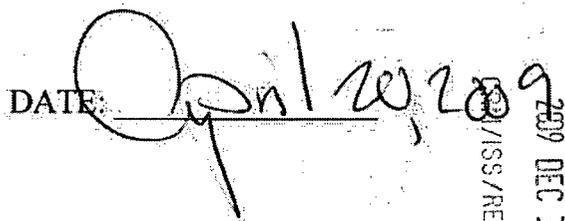
1. This letter of agreement shall be binding on both **Prism Public Affairs LLC** (Prism) and the **Malaysian Palm Oil Council** (the client). This will serve as the sole agreement governing the public relations services to be provided by Prism.
2. This agreement commences on **April 1, 2009**, and shall be in effect for a period of one year. Either party may cancel this agreement with 30 days notice.
3. Prism will generate a monthly invoice for the client and shall be paid based on hourly billing rates of its professionals (see Attachment A) plus out-of-pocket expenses including travel, transcripts, research, and video monitoring. Faxing, copying and long distance telephone charges will be billed at a flat rate per month of **\$200**. Payment is due within 30 days of receipt of invoices or interest rate charges may be applied.
4. Prism will work with the client to develop a public relations plan in accordance with the proposed scope of work and timetable. This plan will then be implemented by Prism, at the direction of the client. A monthly plan shall be submitted for prior approval by client. (The targeted plan for April 2009 – March 2010 is attached hereto – see Attachment B.) Scope of work will include: messages/materials; media relations; ally development; and online monitoring.
5. Projects outside the scope of the work outlined above or significantly beyond the expected time commitment shall be billed separately and shall be subject to prior approval by the client. Prism shall not exceed hourly billings of **\$12,500/month** without notifying the client. Exact allocation of funding on a

monthly basis will be determined by client from time to time and communicated to Prism.

6. Prism cannot be responsible for verifying facts or information supplied to it by the client. The client agrees to indemnify and hold harmless Prism and agents acting in its behalf against any and all claims, losses, damages or expenses, including attorney's fees, (including participation as a third-party witness in litigation against the client or its authorized representatives) should any action arise due to activities undertaken on behalf of the client, including but not limited to materials developed or released whether furnished or approved, except in the case of gross negligence or willful misconduct on the part of Prism.. This paragraph shall survive the termination of this agreement and shall continue to bind all parties.
7. Prism agrees that it will keep confidential and not release any information or documents transmitted to it in the course of its work on this matter to any person without authorization from the client or unless required to do so by law. In the event Prism receives any court order, notice to produce documents, subpoenas or other compulsory process requiring it to disclose such information, Prism will promptly notify the client prior to any disclosure.
8. This agreement shall be governed by the laws of the District of Columbia. Any disputes between the parties shall be submitted to an independent, impartial third-party arbitration and both parties agree to be bound by this process.

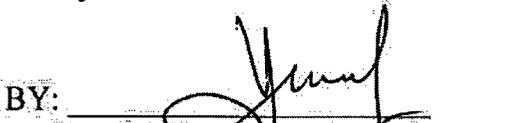
PRISM PUBLIC AFFAIRS LLC

BY: 

DATE: 

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Malaysian Palm Oil Council

BY: 
Tan Sri Datuk Dr. Yusof Basiron
Chief Executive Officer, MPOC

DATE: 16/4/09

ATTACHMENT A



2009 HOURLY BILLING RATES

Principal	\$475
Partner	\$400
Executive Vice President	\$375
Senior Vice President	\$350
Vice President	\$310
Director	\$235
Senior Associate	\$195
Associate	\$165
Senior Account Executive	\$150
Account Executive	\$140
Assistant Account Executive	\$125
Account Coordinator	\$70

ATTACHMENT B



March 31, 2009

MEMORANDUM

TO: Dr. Kalyana Sundram, Malaysian Palm Oil Council
M. Salleh Kassim, American Palm Oil Council

FROM: Prism Public Affairs

RE: Budget and Timeline

Per your request, below we have outlined a month-by-month timeline with proposed activities matched to a budget. Depending on the media relations activities, some months will require more time than others, but we recommend allocating \$12,500/month. Prism bills on an hourly basis. We would use these figures as a cap and ensure that we do not exceed them or the annual budget cap of \$150,000.

NOTE: we have inserted proposed activities into the calendar below but we will need input from Dr. Sundram and Kassim on when specific events will occur. Please review the calendar below and (1) move any proposed activities to the correct month and (2) insert any additional activities that Prism should plan to promote.

We are excited about continuing to promote palm oil in the United States.

Core Media Relations Program	Prism Fees (hourly billing)	Out of Pocket Expenses
<ul style="list-style-type: none">• MESSAGES/MATERIALS: Update and revise existing messages and materials for outreach to media and third parties.• MEDIA RELATIONS: Outreach to environmental reporters nationwide, focusing on local publications in California, Oregon, Minnesota and Washington.• ALLY DEVELOPMENT: Third party outreach.• RAPID RESPONSE: Monitoring and responding to news stories that contain inaccurate information about the Malaysian palm oil industry.	\$120,000/year ¹	<p>Standard:</p> <ul style="list-style-type: none">• \$200 facilities fee/month <p>Supplemental expenses²:</p> <ul style="list-style-type: none">• Travel• PR NewsWire• North American Press Syndicate (NAPS)

¹ Fees will be limited to the budget amount unless prior approval is received from the client for additional activities.

² Prism will seek prior approval from client

Targeted Work Plan: April 2009 – March 2010

Month	Activity	Budget
April 2009	<ul style="list-style-type: none"> • Work with APOC to develop a month-by month outreach plan. • Monitor media who report on CARB hearing and follow-up with information about palm. • Evaluate and update APOC messages and materials. • Announce partnership with New Forest. • Announce MPOWCF grant award. • Continue to monitor and respond to stories about palm. 	\$12,500
May 2009	<ul style="list-style-type: none"> • Draft, place biobanking op-ed. • Pitch CA media to write about parallel efforts, about how the world is following CA's environmental lead. • Continue to monitor and respond to stories about palm. 	\$12,500
June 2009	<ul style="list-style-type: none"> • Announce Discovery Documentary completion. Plan viewing, invite media to attend • Prepare for expert trip to Malaysia – send invitations, plan agenda, draft statements of support. • Continue to monitor and respond to stories about palm. 	\$12,500
July 2009	<ul style="list-style-type: none"> • Trip to Malaysia for 4-6 experts • Work with experts on articles/op-eds about their trip to Malaysia • Prepare for Orangutan survey release, work with Marc Ancrenaz on media outreach and op-ed placement. • Continue to monitor and respond to stories about palm. 	\$12,500
August 2009	<ul style="list-style-type: none"> • Announce Orangutan Survey release. • Continue to monitor and respond to stories about palm. 	\$12,500
September 2009	<ul style="list-style-type: none"> • POTS 2009 • Work with a US zoo director on an op-ed about orangutans. • Continue to monitor and respond to stories about palm. 	\$12,500
October 2009	<ul style="list-style-type: none"> • Announce RSPO plantation certification. • Continue to monitor and respond to stories about palm. 	\$12,500
November 2009	<ul style="list-style-type: none"> • International Palm Oil Congress – PIPOC 2009 (November 9-12). • Continue to monitor and respond to stories about palm. 	\$12,500
December 2009	<ul style="list-style-type: none"> • Draft and submit Dr. Sundram op-ed about LCFS legislation passage. • Continue to monitor and respond to stories about palm. 	\$12,500
January 2010	<ul style="list-style-type: none"> • Announce MALAYSIAPALM launch • Schedule “deskside briefings” to educate reporters about 	\$12,500

	<p>the COA.</p> <ul style="list-style-type: none"> • Continue to monitor and respond to stories about palm. 	
February 2010	<ul style="list-style-type: none"> • Announce MPOWCF grant award. • Continue to monitor and respond to stories about palm. 	\$12,500
March 2010	<ul style="list-style-type: none"> • Continue to monitor and respond to stories about palm. 	\$12,500

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