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OMB No. 1124-0006; Expires May 31, 2020

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

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 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 .22 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
Sonoran Policy Group, LLC

2. Registration Number
6399

3. Primary Address of Registrant
PO Box 25378
Washington, DC 20027

4. Name of Foreign Principal
Reinaldo Munoz Pedroza

5. Address of Foreign Principal
Calle Juan Grilc
Edif San Marino Plazo Piso 3, Apt. B
Urb Chacao Caracas (Caracas) Miranda
Zona Postal 1060

6. Country/Region Represented
Venezuela

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☒ Individual-State nationality Venezuelan

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
N/A

b) Name and title of official with whom registrant engages
N/A

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

N/A

b) Aim, mission or objective of engagement

N/A

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

The Foreign Principal is a Venezuelan Citizen who holds the title of Procurador General in Venezuela, but this title is not recognized by the government of the United States. In any event, the Registrant is not representing the Foreign Principal in any official capacity, and instead is providing expert and advisory services to Foley & Lardner LLP ("Foley") to assist that law firm in its legal representation of the Foreign Principal as authorized by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") under 31 C.F.R. Sec. 591.506.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☒ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☒ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☒ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☒ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒

11. Explain fully all items answered "Yes" in Item 10(b).

As explained above, the Foreign Principal is a Venezuelan Citizen who holds the title of Procurador General in Venezuela, but this title is not recognized by the government of the United States. The Registrant has, in an abundance of caution, answered affirmatively certain questions presented in Section 10(b), above, although the referenced foreign government is not recognized by the government of the United States. In any event, and as noted, the Registrant is not representing the Foreign Principal in any official capacity, and instead is providing expert and advisory services to Foley to assist that law firm in its legal representation of the Foreign Principal as authorized by OFAC under 31 C.F.R. Sec. 591.506.

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

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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 Exhibit A to Registration Statement, 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
January 24, 2020	Christian Bourge	/s/ Christian Bourge eSigned

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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
Sonoran Policy Group, LLC	6399

3. Name of Foreign Principal

Reinaldo Munoz Pedroza

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? 01/15/2020

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

Please see the attached addendum.

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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.

Please see the attached addendum.

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 or dissemination of informational materials.

11. Prior to the date of registration[2] for this foreign principal did the registrant engage in any activities, including political activities, for or render any services to 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.

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] this foreign principal, did the registrant receive from the foreign principal any contribution, income, money, or thing of value either as compensation on, 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
01/16/2020	Foley & Lardner LLP	Legal consultant and expert fees, associated expenses.	$2,000,000

$2,000,000.00
Total

13. During the period beginning 60 days prior to the obligation to register[4] this foreign principal, did the registrant spend or disburse any money in furtherance of or in connection with its activities on behalf of 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	To Whom	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.

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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 Exhibit B to Registration Statement, 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	
January 24, 2020	Christian Bourge	/s/ Christian Bourge	eSigned

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Sonoran Policy Group, LLC
Exhibit B Addendum

Item 8

The Registrant is providing expert and advisory services to Foley to assist Foley in its legal representation of the Foreign Principal. The Registrant has been retained by Foley pursuant to 31 C.F.R. Sections 591.506(a) and 591.507, to perform only services ordinarily incident to the provision of legal services, including without limitation services typically provided by expert witnesses and consultants. The Registrant will develop facts, evaluate information and formulate strategies to assist Foley in (a) advising the Foreign Principal on compliance with the laws of the United States, (b) mitigating the legal and other risks associated with the imposition of sanctions, and (c) representing the Foreign Principal in judicial, administrative or other legal proceedings in the United States. The Registrant will also assist Foley in the development of a narrative and strategy to advise the Foreign Principal on the requirements of, and compliance with, the laws of the United States, including without limitation laws and regulations relating to sanctions. The Registrant will also advise Foley on the optimal strategy relative to U.S. governmental authorities currently adverse to the legal position of the Foreign Principal. The Registrant will not provide any advocacy or lobbying services, and will act at all times pursuant to the direction and instruction of Foley. The Registrant was engaged by Foley for the foregoing purposes pursuant to an expert engagement letter and there is no direct agreement between the Registrant and the Foreign Principal.

Item 9

The Registrant is providing expert and advisory services to Foley to assist Foley in its legal representation of the Foreign Principal. The Registrant has been retained by Foley pursuant to 31 C.F.R. Sections 591.506(a) and 591.507, to perform only services ordinarily incident to the provision of legal services, including without limitation services typically provided by expert witnesses and consultants. The Registrant will develop facts, evaluate information and formulate strategies to assist Foley in (a) advising the Foreign Principal on compliance with the laws of the United States, (b) mitigating the legal and other risks associated with the imposition of sanctions, and (c) representing the Foreign Principal in judicial, administrative or other legal proceedings in the United States. The Registrant will also assist Foley in the development of a narrative and strategy to advise the Foreign Principal on the requirements of, and compliance with, the laws of the United States, including without limitation laws and regulations relating to sanctions. The Registrant will also advise Foley on the optimal strategy relative to U.S. governmental authorities currently adverse to the legal position of the Foreign Principal. The Registrant will not provide any advocacy or lobbying services, and will act at all times pursuant to the direction and instruction of Foley. The Registrant was engaged by Foley for the foregoing purposes pursuant to an expert engagement letter and there is no direct agreement between the Registrant and the Foreign Principal.

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FOLEY
FOLEY & LARDNER LLP

ATTORNEYS AT LAW
106 East College Avenue, Suite 900
Tallahassee, FL 32301-7732
850.222.6100 TEL
850.561.6475 FAX
WWW.FOLEY.COM

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January 15, 2020

VIA PDF E-MAIL

Mr. Robert Stryk
Sonoran Policy Group, LLC
P.O. Box 25378
Washington, DC 20027

Re: Expert Consulting Services Engagement Letter

Dear Mr. Stryk:

Foley & Lardner LLP ("Foley," "we," or "our") has been engaged by Reinaldo Muñoz Pedroza (the "Client") to provide him with legal advice and counseling on the requirements of, and compliance with, the laws of the United States or any jurisdiction within the United States. (hereinafter the "Project"). The scope of Foley's representation of the Client includes representing the Client in legal, administrative, or other proceedings before U.S. courts and administrative agencies, as well as the provision of other legal and advisory services authorized under applicable General Licenses to the Venezuela Sanctions Regulations and associated executive orders administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC").[1]

The purpose of this engagement letter is to confirm and memorialize that we have engaged you, the Sonoran Policy Group, LLC ("Sonoran," "you," or "your") to assist us in our representation of the Client, to provide advisory and consulting related services to Foley in connection with the Project (the "Consulting Services"), beginning as of January 15, 2020 (such engagement letter, including any attachments are hereafter referred to as the "Engagement Letter"). This Engagement Letter is effective as of January 15, 2020 (the "Effective Date").

1. Engagement

To better represent and advise the Client, you agree that Foley has hereby engaged you to provide the Consulting Services. At all times, you will act under Foley's supervision and at its sole direction with regard to the Project, provided that by acting in such capacity you shall not assume any obligations in connection with the performance of the Consulting Services or the Project not otherwise set forth in this Engagement Letter, whether by law or otherwise. Sonoran is being retained by Foley pursuant to 31 C.F.R. Sections 591.506(a) and 591.507, to perform only

[1] *See*, *e.g.*, 31 C.F.R. §591.506(a).

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services ordinarily incident to the provision of legal services, including without limitation services typically provided by private investigators and expert witnesses, and such services therefore are authorized under OFAC's general license relative to the provision of certain legal services.

2. Scope of Work

The scope of the Consulting Services conducted hereunder will include, without limitation, developing facts, evaluating information, and formulating strategies to assist Foley in three general areas: (i) advising the Client on compliance with the various U.S. economic sanctions enforced by OFAC and other U.S. Government agencies; (ii) mitigating the legal and other risks associated with the imposition and enforcement of U.S. economic sanctions; and (iii) representing the Client in U.S. courts, administrative, and other proceedings relating to U.S. economic sanctions and other applicable U.S. federal and state laws. Foley may further modify the scope of the Consulting Services pursuant to any work plans we may develop for the Project, as well as any related Foley instructions to you.[2]

More specifically, Sonoran will assist in the development of a core factual narrative in relation to formulating a strategy to assist Foley in representing the Client and in advising the Client on the requirements of, and compliance with, the laws of the United States, including without limitation U.S. laws and regulations relating to sanctions. The core factual narrative will be used by Foley to provide legal advice and to represent the Client before U.S. federal agencies including without limitation OFAC, U.S. Department of the Treasury, U.S. Department of State, U.S. Department of Justice, and the Executive Office of the President.

Sonoran will also consider and advise Foley on the optimal strategic steps to take in relation to the U.S. governmental authorities currently adverse to Client's position. Sonoran will also advise Foley as to the relevant individuals and authorities to approach within the United States and Foley will utilize such advice to develop a legal strategy and to advise the Client on the requirements of and compliance with the laws of the United States.

In sum, Foley currently plans to use the Consulting Services to develop specialized information and insights that will assist in our legal counseling and advocacy efforts concerning addressing each of the areas described above. Foley also plans to use the Consulting Services to represent the Client before U.S. federal and state agencies and courts including, without limitation,

[2] For the avoidance of doubt, the scope of the Project and the associated Consulting Services excludes any activities that fall outside the scope of applicable OFAC General Licenses (to the extent that such General License are or become necessary to provide Legal services), or that would otherwise violate U.S. and other applicable laws.

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FOLEY

FOLEY & LARDNER LLP

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the U.S. Department of State, the U.S. Department of the Treasury, the U.S. Department of Justice, and the Executive Office of the President.

You acknowledge that your engagement by Foley to provide the Consulting Services, which may include advisory and consulting services in support of the Project, is for the purpose of assisting Foley in its legal counsel to and representation of the Client with respect to the Project, as permitted under the terms of the OFAC general license codified at 31 C.F.R. 591.506(a). You further acknowledge that Foley will be disclosed as a client of your firm, along with the Client, for purposes of your registration and reporting pursuant to the Foreign Agent Registration Act ("FARA").

Any services, acts, and/or implementation of other strategies not set forth herein (i.e., not incident to the provision of legal services authorized by 31 C.F.R. 591.506(a)) are not covered by the terms of the general license and will therefore likely require procurement of a specific license from OFAC and/or other regulatory filings. The scope of this initial engagement is limited to services that are ordinarily incident to the provision of legal services as authorized under the terms of the general license. Sonoran acknowledges and affirms that it will not provide services for or in relation to the Client other than as set forth herein and instructed by the Firm.

Prior to concluding your assessment of each Consulting Services task identified by Foley, you will provide Foley with an oral report of your preliminary findings. We will arrange for the timing of your oral reports to be mutually convenient. You will only prepare a written report at Foley's written request. At either time, we may request additional services from you, which services shall be agreed to in writing and governed by the terms of this Engagement Letter.

You are authorized to speak with Foley personnel and any agents, consultants or other individuals specifically designated by Foley. You may share otherwise confidential information with such specifically designated agents, consultants or other individuals in connection with your performance of the Consulting Services, so long as such confidential information relates exclusively to the Project.

You will be acting as our professional services provider by providing the Consulting Services described above in order to assist Foley with the Project. Therefore, you and any designee involved in assisting Foley with the Consulting Services are required to maintain confidentiality regarding all aspects of this Engagement, consistent with the attorney-client privilege and the attorney work product privilege as directed by Foley, and subject to the terms of this Engagement.

The Consulting Services may involve preparing Engagement Materials (as defined below) for Foley, the confidentiality of which we will seek to protect, and over which we will assert the attorney-client privilege and the attorney work product privilege. To protect the confidentiality of

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such Engagement Materials, Foley hereby confirms certain points and procedures pertaining the Engagement:

a. You should prepare Engagement Materials only pursuant to a written Foley request.

b. Engagement Materials should be prepared using the shortest possible chain of command, with you or your designee serving as the primary the Foley contact person.

c. You or your designee will create separate electronic folders or directories (the "Engagement Folders") for all correspondence and documents in your control relating to the Project, including all certain deliverables and work product, such as but not limited to, documents, drafts, working copies, final reports, notes, spreadsheets, electronic records, emails and spreadsheets (the "Engagement Materials"). The Engagement Folders should be maintained on your computer, and any Engagement Materials hard copies shall be maintained at your office in Washington, DC, which will be the sole location where hard copies of such materials are retained, other than at Foley or otherwise as we may permit.

d. Once the Project is completed, you shall delete all of the Engagement Folders containing Engagement Materials from your computer and, except as set forth in this Engagement Letter, you should retain no copies of any such folders or materials. Subject to the obligations of confidentiality set forth herein, you may retain a single copy of the Engagement Folders on computer servers maintained at your office in the United States labeled consistent with the paragraphs e. and f. below, along with a single printed copy of the Engagement Materials, for archival purposes to evidence the performance of the Project, or as may be required by law, regulation, judicial, or administrative process, or professional standards. You shall be responsible for maintaining and overseeing the confidential treatment of such copies. You will provide Foley with a copy of any Engagement Materials upon reasonable written request, within normal business hours.

e. All Engagement Materials, whether in final or draft form, should be clearly labeled: "PRIVILEGED & CONFIDENTIAL - ATTORNEY CLIENT COMMUNICATION AND ATTORNEY WORK PRODUCT."

f. You agree to confer with Foley prior to the dissemination of any Engagement Materials with any third party, including but not limited to government officials. Only those Engagement Materials authorized and approved by Foley in advance shall be disseminated to or shared with any third party. Once approved for dissemination, the confidentiality / privileged labels shall be removed.

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g. As set forth above, all Engagement Folders should be stored in a separate directory or folder on your computer (or if on a disk, on a separate disk) that is clearly identifiable as "PRIVILEGED & CONFIDENTIAL, " and all Engagement Materials approved for dissemination shall be stored in a separate Engagement Folder that is clearly identifiable as "APPROVED FOR DISSEMINATION"

h. You will manage data using your own hardware and verify the location of any such data used in connection with the Project. You will purge all data related to the Project within 30 days of the delivery of the final Engagement Materials to Foley. You will confirm that data related to the Project cannot be retrieved once it is purged.

These procedures will assist us in protecting these Engagement Materials from disclosure to third parties unless specifically approved for dissemination. As you know, however, courts sometimes order the release of documents despite the efforts to keep them confidential and privileged.

You agree to notify Foley within forty-eight (48) hours in the event of any one of the following occurrences: (i) receipt of a written request to examine, inspect, or copy any Engagement Materials; or (ii) service of any court order, subpoena, summons or request from a government agency or official for the production of such Engagement Materials.

3. Confidentiality

You acknowledge that in order to perform the Consulting Services, the Client will need to share certain confidential information with you. In order to facilitate sharing such information, you agree to the confidentiality obligations set forth below in this Section.

a. For the purposes of this Engagement Letter, "*Confidential Information*" means any information or data disclosed in connection with this Engagement Letter in any form (verbal or written) or media whatsoever (including written, electronic, and verbal) by Client to you, including but not limited to: (i) the existence of, along with the substance of, any discussions or negotiations regarding the Engagement; (ii) processes, procedures, methods, financial information, personnel records (including, but not limited to employee and contractor compensation), project staffing, credentialing, documents, data, records, studies, electronic data or communications, reports, ideas, concepts, contracts, software, or any compilation or combination of the foregoing, and all originals, copies, notes, correspondence conversations and other manifestations, derivations and analysis pertaining to any other matter related to coding, billing, auditing or compliance or this Engagement; (iii) any other information of the Client which, when disclosed in a written or other tangible form, is marked or otherwise identified as "Confidential," "Proprietary," or "Secret" or, when disclosed verbally, is stated at the time of disclosure to be

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"Confidential," "Proprietary," or "Secret," and (iv) all other material non-public information, materials or data in any form, whether oral, written, graphic, electronic, visual, or fixed in any tangible medium of expression, which you know or have a reason to know is confidential to the Client. Confidential Information shall not include information that: (i) is or becomes generally available to the public other than by reason of your breach of this Engagement Letter; (ii) is or becomes known by you, prior to its disclosure by the Client, without any obligation to hold it in confidence; (iii) is received from a third party free to disclose such information without restriction; (iv) is independently developed by you without the use of Client Confidential Information; or (v) is approved for release by written authorization of the Client, but only to the extent of such authorization.

b. Notwithstanding anything to the contrary set forth in this Engagement Letter, you shall not be obligated to keep confidential any Confidential Information that: (i) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or (ii) is disclosed in response to a valid order or request of a court or other governmental authority having jurisdiction or in pursuance of any procedures for discovery or information gathering in any proceeding before any such court or governmental authority, but only to the extent of and for the purposes of such order, provided that the individual or entity who is subject to such order or discovery gives the Client immediate notice upon receipt of such order or discovery, so as to afford the Client an opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure. You shall, at the Client's expense, use reasonable efforts to assist the Client's efforts to obtain a protective order or other appropriate relief.

c. You shall, subject to the other provisions of this Engagement Letter, use Confidential Information only for purposes of evaluating, designing, developing, executing, or implementing the Engagement or for carrying out the Consulting Services, provided that you confirm in advance with Foley and the Client that any specific Confidential Information proposed to be shared with a government agency or official is approved for disclosure. You shall restrict disclosure of Confidential Information to your employees and affiliates with a "need to know" and who agree to be bound by and act in accordance with the terms and conditions of this Engagement Letter to the same extent as though they were parties to this Engagement Letter. "Need to know" means that the employee or advisor requires the Confidential Information to perform his or her responsibilities in evaluating or pursuing the Engagement. When Confidential Information is disclosed by you to employees or affiliates, the employees or affiliates who access the Confidential Information will be informed of their obligations to maintain the confidentiality of the Confidential Information. Further, you will only copy Confidential Information as necessary to inform those with a "need to know," and all copies will include confidentiality notices, if so contained on the originals disclosed by the Client.

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d. In the event of a disclosure of Client Confidential Information not authorized for disclosure pursuant to paragraph c above you shall inform Foley in writing within forty-eight (48) hours of discovering the disclosure ("Disclosure Notice"). The Disclosure Notice will provide, at a minimum, details regarding: (i) to whom the information was disclosed; (ii) by whom; (iii) when the disclosure occurred; (iv) what steps have been taken to mitigate the disclosure; (v) the facts regarding how the disclosure occurred; and (vi) the name of the individual responsible for the disclosure.

e. You shall use not less than the degree of care used to prevent disclosure of your own proprietary and confidential information to prevent disclosure of Client's Confidential Information. In no event, however, shall less than a reasonable degree of care be used. You shall be responsible for the acts and omissions of all employees, contractors, agents, affiliated entities, and all of their employees, contractors, and agents to comply with this Engagement Letter's terms.

f. Confidential Information shall be deemed to be the property of the Client. This Engagement Letter shall not be interpreted or construed as granting any license or other right under or with respect to any Client trade secret or other proprietary right.

g. You acknowledge that the Confidential Information received from Client hereunder constitutes valuable confidential, commercial, business, and proprietary information of the Client and that serious economic disadvantage or irreparable harm may result for the Client if you breach your nondisclosure obligations under this Engagement Letter. Accordingly, the parties agree that in the event of threat of disclosure of any Confidential Information, or your breach of this Engagement Letter, the Client shall be entitled to injunctive relief, specific performance, and other equitable relief, without proof of monetary damages or the need to post a bond.

h. You understand and acknowledge that neither the Client nor any of its representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. You agree that neither the Client nor any of its representatives shall have any liability to you or to any of your representatives relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

4. Professional Fees & Expenses

Foley and Sonoran agree that you will commence provision of the Consulting Services during the period between the Effective Date and May 10, 2020 (the "Service Period") in exchange for a non-refundable flat fee in the amount of $2,000,000.00. This flat fee will cover the initial Consulting Services rendered by you to Foley in connection with the Project during the Service Period, as well as any and all expenses that you may incur in the course of providing those Consulting Services. For the avoidance of doubt, these Project-related expenses may include

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transportation, meals, and lodging, conference calls, document/report processing, express mail, and any other expense you may incur in the course of providing the Consulting Services. Additional Consulting Services may be provided during the Service Period and additional fees will be agreed and paid in exchange for those Consulting Services.

5. Term; Effect of Termination

The term of this Engagement shall be effective as of the Effective Date and will expire on May 10, 2020, unless earlier terminated, with or without cause, on not less than sixty (60) days prior written notice by Foley or Sonoran to the other ("Termination Date"). If Foley and Sonoran mutually agree to enter into or continue a business relationship or other arrangement relating to their business purpose and do not enter into a new confidentiality agreement or other agreement containing similar confidentiality terms and conditions, the terms and conditions set forth herein shall also apply to any information and materials related to, or activities undertaken in connection with, carrying out such business relationship or other arrangement, including without limitation all communications between the Foley and Sonoran prior to or during the term of the other agreement, unless otherwise agreed to in writing.

Upon termination of this Engagement Letter, or if Foley or the Client otherwise requests, (i) you will return to the Client all tangible Confidential Information and copies thereof (regardless how such Confidential Information or copies are maintained) and (ii) you will deliver to the Client all Engagement Materials and any other Client property that may be in your possession, including products, materials, memoranda, notes, records, reports, or other documents or photocopies of the same within twenty (20) calendar days after the Termination Date. Upon the request of the Client, you shall certify that you have complied with your obligation under this Section.

Notwithstanding the foregoing, you will be permitted to retain Confidential Information if such retention is required by law. You acknowledge and agree that return or destruction of such Confidential Information, or retention of Confidential Information pursuant to law, will not relieve you of the obligation of confidentiality with respect to such Confidential Information, unless the Client expressly waives this requirement with respect to specifically enumerated documents, and that such obligation will survive for a period of five (5) years from the Effective Date.

6. Dispute Resolution

Any dispute over fees and/or expenses (a "Dispute") between Foley and Sonoran will be submitted to and settled exclusively by binding arbitration, in accordance with the provisions of this section, subject only to any applicable requirement of law that the parties engage in a preliminary non-binding mediation or arbitration regarding fee disputes. Binding arbitration shall be conducted in accordance with the Judicial Arbitration and Mediation Service Streamlined Rules

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& Procedures (the "JAMS Rules"). Arbitration shall be held in Florida before an arbitrator selected pursuant to the JAMS Rules who will have no personal or pecuniary interest, either directly or indirectly, from any business or family relationship with either of the parties. All decisions of the arbitrator will be final, binding, and conclusive on the parties.

Foley and Sonoran will equally share the costs of the arbitrator and the arbitration fee (if any). Foley and Sonoran will each bear their own attorneys' fees and costs, and the prevailing party will not be entitled to reimbursement by the other party of any of its fees or costs incurred in connection with the arbitration hereunder, regardless of any rule to the contrary in the applicable arbitration rules. Either party may seek confirmation of the arbitration award in the state or federal courts in Florida and each party hereby consents to the exclusive jurisdiction and venue of the state or federal courts in Florida in any claim or action arising hereunder. By signing this Engagement Letter containing this provision, you agree to waive any and all rights to a jury trial regarding any Dispute between Foley and Sonoran.

Before you sign this Engagement Letter you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without the use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

7. Publicity

You are not authorized and will not make any public announcement of this Engagement other than any mandatory registration and reporting required under applicable law. You will not issue any press release or other public statement relating thereto, without the express consent of the Client and instruction by Foley. Disclosures required by applicable law are permitted, in which case you will consult and cooperate with the Client and Foley to the extent reasonably practical in advance of any such disclosure.

8. Binding Commitment

Although the terms of this Engagement Letter are intended to create clear and binding obligations between Foley and Sonoran, neither document creates, or is intended to create, any legal obligation of either Foley or Sonoran to enter into any agreement for additional services or future engagements.

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9. Compliance with Laws

You agree to abide by all federal and state laws and regulations applicable to you and your access to and use of the Client's Confidential Information.

10. Execution of Agreement; Authority

This Engagement Letter may be executed in either written or electronic form (*i.e.*, via an electronic or digital signature) and such execution shall be deemed binding as between Foley and Sonoran. You agree that you will not contest the validity or enforceability of this Engagement Letter under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. You, by your affirmative acceptance of this Engagement Letter, agree to be bound by this Engagement Letter and further certify that you are duly authorized to enter into this Engagement Letter.

11. Counterparts

This Engagement Letter may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

12. Governing Law

This Engagement Letter shall be governed by the substantive laws of Florida without regard to the conflicts of law principles thereof. You consent to the jurisdiction of the courts of Florida and of any federal court located in the Florida in connection with any action or proceeding arising out of this Engagement Letter. You waive any objection you may have to the laying of venue in any other court regarding any action or proceeding arising out of this Engagement Letter. In any action to enforce this Engagement Letter or on account of any breach of this Engagement Letter, the prevailing party shall be entitled to recover, in addition to all other relief, its reasonable attorneys' fees and court costs associated with such action.

13. Entirety

This Engagement Letter constitutes the entire understanding and agreement between Foley and Sonoran with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties, and understandings of the parties, whether oral or written. Parol evidence and extrinsic evidence shall be inadmissible to show agreement by and between the parties to any term or condition contrary or in addition to the terms and conditions contained in this Engagement Letter.

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14. Miscellaneous

You may not transfer or assign all or any of your rights, obligations, or benefits hereunder in whole or in part to any third party, without the prior written consent of the Client. This Engagement Letter may be amended only by written agreement, signed by a duly authorized officer of Foley and Sonoran. No failure or delay by a party in exercising its rights hereunder shall operate as a waiver or preclude any further or other exercise of such rights.

Please execute a copy of this Engagement Letter and return it to us to indicate your acceptance of the terms hereof. Thank you and we look forward to working with you.

Sincerely yours,

Christopher M. Kise
Christopher Swift

Counsel to Reinaldo Munoz Pedroza

AGREED AND ACCEPTED:
Sonoran Policy Group, LLC

By: Robert D. Stryk

Name: Robert D. Stryk

Title: FOUNDER & CEO, SPG, LLC

Date: January 15, 2020

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