

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 BGR Government Affairs, LLC	2. Registration Number 5430
------------------------------------------------------	--------------------------------

3. Primary Address of Registrant
 601 Thirteenth Street, NW, Eleventh Floor South, Washington, DC 20005

4. Name of Foreign Principal stand with Ukraine through PLUS Communications, LLC	5. Address of Foreign Principal 22 St Claire Ave E, Suite 1500 Toronto, Ontario CANADA MAT 2s5
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6. Country/Region Represented
 CANADA

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

- Government of a foreign country¹
- 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 _____

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

- a) Branch or agency represented by the registrant
- b) Name and title of official(s) with whom registrant engages

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.

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

- a) Name and title of official(s) with whom registrant engages

- b) Aim, mission or objective of foreign political party

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.

Nonprofit corporation

b) Is this foreign principal:

- | | | |
|-------------------------------------------------------------------------------------------------|------------------------------|----------------------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

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

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


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
01/23/2025	Chelsea Mincheff	<input type="text" value="Sign"/> /s/Chelsea Mincheff
_____	_____	<input type="text" value="Sign"/> _____
_____	_____	<input type="text" value="Sign"/> _____
_____	_____	<input type="text" value="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
1/23/2025	Chelsea Minchell	
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

BGR Government Affairs, LLC

2. Registration Number

5430

3. Name of Foreign Principal

Stand with Ukraine through PLUS Communications, LLC

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? 01/22/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Government relations services

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

The Registrant will work with the Foreign Principal and will provide government relations services by engaging and facilitating communications with U.S. officials and decision-makers, non government organizations, and other individuals within the U.S.

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.

The nature and method of performance of the contract will include strategic counsel and outreach with regard to government relations activity within the U.S. This may include relevant outreach to government officials, non-government organizations, and other individuals within the U.S. Additionally, it may include dissemination of informational materials.

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

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

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

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
01/23/2025	Chelsea Mincheff	/s/Chelsea Mincheff
_____	_____	_____ 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
1/23/2025	Chelsea Minchell	
_____	_____	_____
_____	_____	_____
_____	_____	_____



MASTER CONSULTING AGREEMENT

THIS MASTER CONSULTING AGREEMENT (this "Agreement") is entered into as of January 21, 2025, (the "Effective Date"), by and between PLUS Communications LLC, a District of Columbia limited liability company (the "Company"), and BGR Government Affairs, LLC d/b/a BGR Group ("Consultant").

WHEREAS, the Company desires to engage Consultant to provide, and Consultant desires to perform, certain consulting services as more particularly described herein and in any Approval to Proceed ("ATP") that may be entered into from time to time pursuant to this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed as follows:

1. Nature of Services. Consultant agrees to perform those services described in any ATP issued by the Company and agreed to by Consultant.

2. Compensation.

(a) Fees. The Company shall pay Consultant the fees specified in any ATP.

(b) Taxes. Consultant shall be responsible for the payment of any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature assessed on the payments made hereunder, and the Company shall be authorized to make any holdings required by applicable law.

3. Term of Agreement; Termination.

(a) Term. This Agreement shall commence as of the Effective Date and shall continue until the later of: (i) twelve (12) months after the Effective Date; or (ii) until all of the Services required under any ATP have been completed, unless terminated earlier (such period, the "Term").

(b) Termination. This Agreement and all ATPs hereunder shall be terminable by the Company for any reason following seven (7) days written notice to Consultant. Notwithstanding the foregoing, the Company may terminate this Agreement immediately and without the necessity of advance notice in the event of Consultant's breach of this Agreement or its failure to perform the duties and covenants which Consultant is required to perform under the terms of this Agreement or any ATP. Within thirty (30) days after any termination of this Agreement or SOW, Consultant shall refund to the Company any prepaid fees, costs or expenses for any portion of the Term or SOW's term, as applicable, that has not yet occurred.

(c) Deliverables. In the event of any termination or expiration of this Agreement or any ATP, Consultant shall promptly deliver to the Company copies of all deliverables developed or created by or on behalf of Consultant as specified in the applicable ATPs, but not yet provided to the Company, in whatever stage of completion. In addition, in the event of any termination or expiration of this Agreement, Consultant shall simultaneously return to the Company (or destroy if directed by the Company) all materials delivered to Consultant by the Company hereunder (including all Confidential Information) and all materials owned by the Company, or in the case of the termination of any ATP, only such materials applicable to such ATP.

4. Representations. Each party represents and warrants to the other party that (i) if it is a legal entity, it is duly organized, validly existing and in good standing in the jurisdiction in which it is organized, (ii) the execution and delivery of this Agreement has received all necessary approval, and it is under no impediment or limitation that would render it to be without legal authority to enter into a contract, (iii) the person signing below has full legal signature authority to execute this Agreement, and that such person is duly authorized to bind said legal entity, and (iv) this Agreement constitutes a valid and binding obligation enforceable against it in accordance with the Agreement's terms.

5. Confidentiality. All matters between the parties, including the provisions of this Agreement, are confidential and shall not be transferred, communicated, or delivered to a third party without the written authorization of the other party to this Agreement. Except as specified in this Agreement or a related ATP, all information disclosed by the Company, or by any third party at the Company's direction, to Consultant shall be held in strict confidence and remain the property of the disclosing party. Consultant agrees not to, directly or indirectly, use, disseminate, or disclose to any person, firm, or other business entity for any purpose whatsoever such information except as needed to perform its obligations under this Agreement and shall use best efforts to prevent such information from being disclosed to any third party. This obligation to maintain the confidentiality of such information and materials will survive the termination or expiration of this Agreement.

6. Work Product. Except for materials where any intellectual property rights are vested in a third party, in which case such rights shall remain the property of such third party, as between Consultant and the Company, the Company shall own all right, title, and interest in all Deliverables, including, without limitation, all intellectual property rights thereto. Each deliverable and all associated intellectual property rights constitute "works made for hire" for the Company. If any deliverable or any portion thereof is not considered a work made for hire, or if Consultant may be entitled to claim any other ownership interest in any deliverable, Consultant, at its sole cost and expense, (a) hereby transfers, grants, conveys, assigns, and relinquishes exclusively to the Company all of Consultant's worldwide right, title and interest in and to such materials, under patent, copyright, trade secret and trademark law, in perpetuity or for the longest period otherwise permitted by law and (b) shall provide any assistance necessary to so vest in the Company all right, title, and interest in such deliverables and associated intellectual property rights.

7. Covenants.

(a) Non-Competition. During the term of any ATP under this Agreement and for a period of six (6) months following its termination (for whatever reason), Consultant shall not, directly or indirectly, solicit or accept work from any client whose business directly competes with the business of those clients for whom Consultant is providing work under that ATP.

(b) Non-Solicitation of Company Clients. During the term of any ATP under this Agreement and for a period of one year following its termination (for whatever reason), Consultant shall not directly solicit or accept work from those clients for whom Consultant is providing work under that ATP. These clients have an existing relationship with the Company, and Consultant acknowledges that interfering with this relationship would cause the Company to suffer irreparable harm and would thus entitle the Company to a preliminary injunction to prevent continuing harm.

(c) Non-Solicitation of Employees. During the term of any ATP under this Agreement and for a period of one year following its termination (for whatever reason), Consultant shall not, directly or indirectly, in any capacity whatsoever, whether as an employee, proprietor, director, stockholder, investor, partner, consultant, independent contractor, agent, representative, officer or otherwise, hire, engage, or induce, cause, persuade, or attempt to do any act or thing which would cause or induce any employee or independent contractor of the Company or any of its subsidiaries or affiliates to terminate his/her employment with or engagement by the Company, its subsidiaries or affiliates, or to violate the terms of any agreement between said employee or independent contractor and the Company or any of its subsidiaries or affiliates.

(d) **Non-Disparagement**. The parties agree that during the Term and for a period of one year thereafter, no party shall make any negative public or private statements (through the press, or other method of publication) concerning the other party or any of its subsidiaries or affiliates, or any of their respective members, managers, officers, employees or agents.

8. Indemnification. Consultant shall indemnify, defend, and hold the Company, its affiliates, subsidiaries, and their respective managers, members, directors, officers, and employees (the "**Indemnified Parties**") harmless from and against any and all losses, damages, liabilities, claims, demands, lawsuits, and expenses, including reasonable attorney's fees and expenses, that an Indemnified Party may incur or be liable for arising out of or in connection with the negligence of Consultant, its agents or employees in the performance of their duties and responsibilities under this Agreement, or their violation of any applicable law. This provision shall survive the termination or expiration of this Agreement.

Company shall indemnify, defend, and hold the Consultant, its affiliates, subsidiaries, and their respective managers, members, directors, officers, and employees (the "**Indemnified Parties**") harmless from and against any and all losses, damages, liabilities, claims, demands, lawsuits, and expenses, including reasonable attorney's fees and expenses, that an Indemnified Party may incur or be liable for arising out of or in connection with the negligence of Company, its agents or employees in the performance of their duties and responsibilities under this Agreement, or their violation of any applicable law. This provision shall survive the termination or expiration of this Agreement.

9. Liability Insurance. Consultant shall, at its own cost and expense, obtain and maintain in full force and effect, liability insurance to cover Consultant's obligations under this Agreement and any applicable ATP, including the following policies and limits of coverage: (i) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury, personal injury, and property damage; (ii) Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (iii) Workers' Compensation Insurance in full compliance with all applicable state and federal laws and regulations and which covers all employees of Consultant. The Company shall be named as an additional insured on all pertinent policies. All insurance coverages shall be written through a reputable and responsible company with at least an A rating.

10. Independent Contractor. The parties acknowledge and agree that Consultant's performance of the services under this Agreement shall be in the capacity of an independent contractor, and not an employee, of the Company. Consultant has no authority or responsibility to enter into any contracts on behalf of the Company or any of its affiliates or subsidiaries. Consultant will not hold itself out as such an agent or employee of the Company or any of its affiliates or subsidiaries. Nothing in this agreement creates a joint venture, association, partnership, agency or other relationship between the parties or, except as specifically set forth herein, imposes any obligation or liability upon either of the parties based on such relationship.

11. Compliance with Applicable Laws and Regulations. In performing this Agreement, Consultant, and any of the Consultant's agents, shall comply with all applicable laws, rules, regulations and policies of the United States of America and any state, local or foreign jurisdiction where the Consultant's services are to be performed. By its signature hereon, Consultant acknowledges the receipt of this policy and its compliance with same. Consultant also agrees to provide to the Company whatever information and reports the Company deems necessary for it to comply with federal and state law or regulation.

12. Gifts and Gratuities. Consultant shall not give to any key influential or public official any gift, gratuity, payment, or thing of value which may create the appearance of compensation for the participation required by any ATP under this Agreement.

13. Miscellaneous.

(a) **Notices**. All notices contemplated or required to be given under this Agreement shall be sent by (i) personal delivery (effective upon delivery or refusal of delivery), (ii) nationally recognized overnight courier (effective one business day after deposit with such courier), (iii) certified or registered

mail, postage prepaid (effective three business days after deposit in the mail), or (iv) email (effective when sent if during normal business hours on a business day, or if not sent during normal business hours on a business day, on the first business day thereafter) to the applicable address set forth below or at such other address as the party to whom such notice is to be given otherwise directs in writing in accordance with this Section.

Company	Consultant:
Attn: Mike Pettingill	Attn: Daniel R. Murphy, Corporate Counsel
Address: 3001 Washington Blvd, 7 th Floor Arlington, VA 22201	Address: 601 13 th Street, NW, 11 th Floor South Washington, D.C. 20005
Phone: (202) 886-1221	Phone: 202-333-4936
Email: Contracts@PLUSPR.com	Email: dmurphy@bgrdc.com

(b) Further Assurances. The parties hereto agree to perform any further acts and to execute and deliver any further documents which may be reasonably necessary or appropriate to carry out any of the purposes of this Agreement.

(c) Entire Agreement. This Agreement, inclusive of any ATPs, contains the entire Agreement between the parties and supersedes any and all other agreements, whether oral or written, between the parties hereto; provided, however, that this Agreement shall govern all ATPs, and in the event of conflict, this Agreement shall control. No statements, promises, or inducement made by either party or agent of either party that are not contained in this written contract shall be valid or binding.

(d) Amendments. No amendments or modifications to this Agreement shall be binding upon either party unless made in writing and signed by both parties.

(e) Waiver. No delay or omission by either party hereto to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained.

(f) Severability. In the event anyone or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision which, being valid, legal, and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

(g) Governing Law. This Agreement, the rights, and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by, and construed in accordance with the laws of the Commonwealth of Virginia.

(h) Dispute Resolution. If a dispute arises between the parties, each party agrees to negotiate in good faith to reach a mutually agreeable resolution. If after sixty (60) days the parties fail to reach such a mutually agreeable resolution, the parties may mutually elect to participate in non-binding mediation in such jurisdiction and before such mediator as the parties agree. The parties will share equally in the cost of such mediation. In the event mediation is not successful, the parties may pursue remedies available at law or equity and in accordance with the provisions of this Agreement. Without limiting the foregoing, each party acknowledges that it is waiving any right to have any such dispute resolved by jury trial.

(i) Specific Performance. Consultant acknowledges and agrees that: (i) the restrictions set forth in Sections 5 (Confidentiality), 6 (Work Product), and 7 (Covenants) are reasonable in

terms of scope, duration and otherwise; (ii) the protections afforded to the Company thereunder are necessary to protect its legitimate business interests; and (iii) the agreement to observe such restrictions forms a material part of the consideration for this Agreement. Consultant further acknowledges that it may be impossible to determine the monetary damages incurred by a violation by Consultant of this Agreement and that any such violation will cause irreparable, immediate and substantial injury to the Company. Accordingly, Consultant agrees that the Company will be entitled, in addition to all other rights and remedies which may be available, to an injunction enjoining and restraining Consultant and any other involved party from committing a violation of this Agreement.

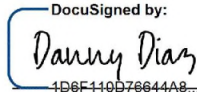
(j) Assignment. This Agreement shall inure to the benefit of and be binding upon the Company and Consultant and their respective successors and permitted assigns. Consultant shall not assign this Agreement or any of its rights or delegate any of its duties hereunder without the prior written consent of the Company. Any attempted assignment or delegation in violation of this Section 13(j) shall be void *ab initio*.

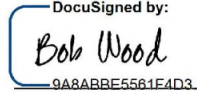
(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date noted above.

PLUS Communications, LLC:

Consultant:

By: 
1D6F110D76644A8...
Name: Danny Diaz
Title: Member
1/22/2025

By: 
9A8ABBE5561E4D3...
Name: Bob wood
Title: Chairman & CEO
Date: 1/22/2025



APPROVAL TO PROCEED

THIS APPROVAL TO PROCEED (this "ATP") is entered into as of January 16, 2025, in conjunction with the Master Consulting Agreement (the "Agreement"), by and between PLUS Communications, LLC (the "Company") and BGR Government Affairs, LLC d/b/a BGR Group ("Consultant"). The Agreement is fully incorporated herein, and in the case of any conflict and absent explicit indication otherwise, the Agreement's terms shall govern.

1. Scope of Work.

Consultant is hereby retained to engage in government relations work in coordination with the Company. Services to be provided by Consultant include the following:

- Secure meetings with targeted list of Republican Members of Congress.
- Dates to secure meetings are February 2nd to 11th.

The scope of work will begin January 22, 2025. This ATP may be terminated with a seven (7) day written notice.

Consultant will be responsible for reporting to Company the results of each program's progress.

2. Compensation.

In exchange for the services provided hereunder, the Company shall pay Consultant a rate of \$35,000 per month, **upon the Company's receipt of payment for same from its Client whose work is supported by this ATP.** Consultant acknowledges that the timing of this payment is contingent on the Client's payment to the Company and agrees to hold the Company harmless in this regard. This fee is considered compensation in full for all work involved in the satisfactory completion of the scope of work identified in Article I of this ATP. Consultant shall issue bills within twenty-five (25) days after the close of each month and should direct all invoices via email to ap@pluspr.com. No paper copies of invoices will be accepted.

Travel and other expenses associated with this ATP **must** be pre-approved by the Company. Requests for pre-approval should be directed to Eric Sutton via email at esutton@pluspr.com. Consultant shall include documentation for all expenses and the Company may refuse to pay any expense for which Consultant does not provide documentation. Expenses must be submitted within 60 days of incurring such expense. Expenses submitted after 60 days will not be reimbursed.

As a condition to the compensation due hereunder, the Company may require Consultant to certify in writing that it has complied with all terms and conditions of this ATP and the Agreement and to supply the Client with copies of written grassroots reports.

3. Covenants.

With respect to Section 7(a) of the Agreement (Non-Competition), the non-competition provision shall apply with respect to any client whose business directly competes with the business of Stand for Ukraine, Temerty Group or Temerty Foundation.

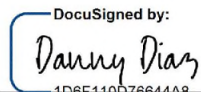
With respect to Section 7(b) of the Agreement (Non-Solicitation of Company Clients), the non-solicitation provision shall apply to work from Stand with Ukraine as this is the client for whom Consultant is providing work under this ATP.

Consultant understands and agrees that Company is registered under the Foreign Agents Registration Act ("FARA") for its work on behalf of Stand for Ukraine, and that Consultant may be similarly required to register as a foreign agent based on performance of Services described in Section 1 of this ATP. Company may be required to detail payments to Consultant within its periodic filings to the FARA office, and Consultant agrees to provide all information timely and accurately as requested by Company for the purposes of filing accurate registrations and reports under FARA.

IN WITNESS WHEREOF, the parties hereto have executed this ATP as of the Effective Date noted above.

PLUS Communications, LLC:

Consultant:

By: 
Name: Danny Diaz
Title: Managing Partner
Date: 1/22/2025

By: 
Name: Bob wood
Title: Chairman & CEO
Date: 1/22/2025