

U.S. Department of Justice  
Washington, DC 20530

**Amendment to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://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 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 1.5 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  Sonoran Policy Group, LLC	2. Registration No.  6399
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- To correct a deficiency in
  - Initial Statement
  - Supplemental Statement for the period ending \_\_\_\_\_
  - Other purpose (*specify*) \_\_\_\_\_
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Updated Terms of contract with Foreign Principal necessitates the filing of an amended Exhibit B and attached contract;  
Correction to Identification of Foreign Principal necessitates the Amending of Schedule A to change Foreign Principal Name from "Government of Kenya, Ministry of Foreign Affairs," to "Embassy of the Republic of Kenya"

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

Updated Terms of contract with Foreign Principal necessitates the filing of an amended Exhibit B and attached contract;  
Correction to Identification of Foreign Principal necessitates the Amending of Schedule A to change Foreign Principal Name from "Government of Kenya, Ministry of Foreign Affairs," to "Embassy of the Republic of Kenya"

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature<sup>1</sup>)

June 08, 2017

/s/ Christian Bourge

eSigned

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<sup>1</sup> This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

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**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 <http://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 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.

<b>1. Name of Registrant</b>  Sonoran Policy Group, LLC	<b>2. Registration No.</b>  6399
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**3. Name of Foreign Principal**  
 Embassy of the Republic of Kenya

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. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
 See Attached Contract

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

Consultant will provide U.S. Congressional and Executive Branch brand engagement to cement and deepen relations between Kenya and the U.S. Government as well as between the people of Kenya and the U.S. while assisting the Embassy of the Republic of Kenya achieve its objectives on the issues of tourism, trade, investment and AGOA on an as-needed and agreed-upon basis.

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  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.

Consultant will provide U.S. Congressional and Executive Branch brand engagement to cement and deepen relations between Kenya and the U.S. Government as well as between the people of Kenya and the U.S. while assisting the Embassy of the Republic of Kenya achieve its objectives on the issues of tourism, trade, investment and AGOA on an as-needed and agreed-upon basis.

### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
June 08, 2017	Christian Bourge, Chief Executive Officer	/s/ Christian Bourge eSigned

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.



## Consulting Agreement

This Agreement (hereinafter "Contract") is made this 25th day of May, 2017 by and between the *Sonoran Policy Group, LLC*, a corporation incorporated under the laws of the State of Arizona, and the *Embassy of the Republic of Kenya*.

*Sonoran Policy Group, LLC (SPG)* will be referred to in this Contract as "Consultant" and the *Embassy of the Republic of Kenya* will be referred to as "Client".

Whereas Consultant desires to obtain the benefit of representing Client and Client desires to receive the benefit of the services provided by Consultant on the terms and conditions set forth and in consideration of the promises and other good and valuable considerations (the sufficiency and receipt of which are hereby acknowledged), the parties agree as follows:

### Section 1

#### Duties:

Consultant will act as the Client's government affairs and commercial sector adviser. In this capacity, Consultant will provide U.S. Congressional and Executive Branch brand engagement to cement and deepen relations between Kenya and the U.S. Government as well as between the people of Kenya and the U.S. while assisting the Embassy of Kenya achieve its objectives on the issues of tourism, trade, investment and AGOA on an as-need and agreed-upon basis.

Consultant shall act solely as an Independent Contractor, not as an Employee or Agent of Client. Accordingly, Client will not exercise control over the manner, time, or place in which any services rendered by Consultant or its members, officers, agents and, employees are performed. Unless specifically authorized in writing, Consultant agrees not to enter into any agreement on behalf of Client and agrees that it shall not represent to any third party that it has authority to enter into such an agreement. Additionally, Consultant understands that it will not be eligible for any Client employment benefits currently provided to employees of Client.

### Section 2

#### Compliance with Applicable Laws and Regulations:

Subject to the foregoing, all services rendered by the Consultant in the term of this Contract will be rendered in accordance with all applicable Federal and State laws and regulations, including without limitation, the Federal Campaign Act of 1971, as amended, the Gift Rule guidelines of the

United States Senate and United States House of Representatives, the Standards of Ethical Conduct of Employees of the Executive Branch, the Lobbying Disclosure Act of 1995 & 2008 as amended and the Foreign Agents Registration Act of 1938 (FARA), as amended.

### **Section 3**

#### **Term of Contract:**

This Contract will become effective on May 25, 2017 and will terminate August 25, 2017, unless the parties mutually agree to extend the term of the Contract.

Notwithstanding the foregoing, this Contract may be terminated by either party upon thirty (30) days written notice. If either party terminates this Contract upon thirty (30) days written notice, Consultant will receive compensation representing thirty (30) days of work under the Contract's monthly compensation plan (See Section 4 below) or the agreed-upon termination date, whichever is earlier.

### **Section 4**

#### **Compensation**

Consultant will charge Client an up-front fee of \$300,000.00 (U.S. dollars) (a fee representing \$100,000.00 (US dollars) per month) with the payment totaling \$300,000.00 (US dollars) due by wire transfer from Client to Consultant, upon Execution of the Contract.

### **Section 5**

#### **Confidentiality:**

From time to time, Client may share with Consultant non-public or proprietary information related to Client business in order to assist Consultant in performing the services outlined in this Contract. All such information, whether provided orally or in writing, shall be considered confidential. Consultant agrees not to disclose any such information to any person not an employee or agent of Consultant without the prior written consent of Client and to provide prompt notice to Client of any judicial or quasi-judicial demand for such information.

Likewise, the Client may become aware of information about Consultant, its business operations, and its methods of performance that may be highly confidential and proprietary to Consultant and which is generally not known to the general public or in the business which Consultant and its other client are engaged. Client agrees not to disclose any such information to any person not an employee or agent of the Client without the prior written consent of Consultant and to provide prompt notice to Consultant of any judicial or quasi-judicial demand for such information.

The duty to maintain the confidentiality of all such non-public information shall continue during the term of this Contract and for a period of three (3) years after it expires.

### **Section 6**

#### **General:**

This Contract contains the entire understanding of the parties, shall supersede any oral or written assignments, and shall be binding upon and to inure to the benefit of the parties' successors and assigns. It may not be modified in any way without the written consent of both parties.

**Section 7**

**Notice:**

All notices, demands or other communications by either party to the other shall be in writing, and shall be effective upon personal delivery, or if sent by mail, seventy-two (72) hours after being deposited in the mail, first class postage, prepaid, registered or certified, and all such notices given by mail shall be sent and addressed as follows until such time as another address is given by notice pursuant to this provision:

**To Consultant:**  
Someran Policy Group, LLC  
4915 E. Sharon Dr.  
Scottsdale, AZ 85254  
Attn: Executive Chairman & Founder

**To Client:**  
Embassy of the Republic of Kenya  
2249 R St NW, Washington, DC 20008  
Washington, DC 20006  
Attn: Deputy Head of Mission

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract on the 25th day of May, 2017.

**CONSULTANT:**

*Robert Stryk*

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Robert Stryk  
Executive Chairman & Founder  
Someran Policy Group, LLC

**CLIENT:**



\_\_\_\_\_  
David Gacheru  
Deputy Head of Mission  
Embassy of Kenya in Washington, D.C.