

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 <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.

1. Name of Registrant

Sonoran Policy Group, LLC

2. Registration No.

6399

3. Name of Foreign Principal

New Zealand Embassy

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 Exhibit.

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

See Attached Exhibit

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.

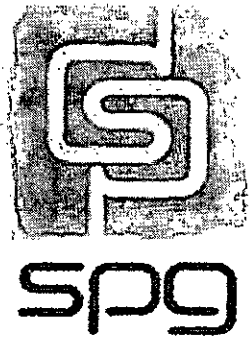
See Attached Exhibit

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
April 21, 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 10th day of April, 2017 by and between the *Sonoran Policy Group, LLC*, a corporation incorporated under the laws of the State of Arizona, and *the Sovereign acting by and through the New Zealand Secretary of Foreign Affairs and Trade*.

Sonoran Policy Group, LLC (SPG) will be referred to in this Contract as "Consultant" and *The Embassy of New Zealand* 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 outreach and advocacy services provided by Consultant, 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:

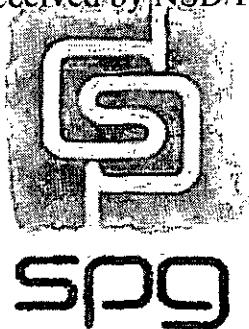
Consultant will assist and advise Client with respect to agreed-upon initiatives. Consultant will act as the Client's government affairs adviser. In this capacity, Consultant will provide U.S. Congressional and Executive Branch brand engagement (Lobbying), legislative tracking, and advocacy on trade, commerce, and investment matters along with Washington engagement more broadly on an as-needed 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 outreach and advocacy 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 outreach and advocacy 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,



Consulting Agreement

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 the 10th of April, 2017 and will terminate on the 10th of July, 2017 unless the parties mutually agree to extend the term of the Contract in writing.

Notwithstanding the foregoing, this Contract may be terminated without cause by either party upon thirty (30) days written notice. If the Client terminates this Contract upon thirty (30) days written notice, Consultant will receive compensation through the end of the thirty (30) day period or the agreed-upon termination date, whichever is earlier.

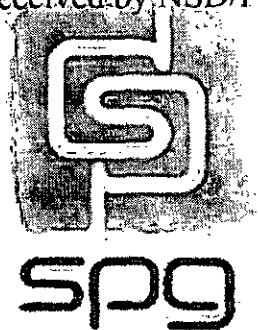
Project Deliverables and milestones:

A progress report is due on June 10th and must report on:

- progress against milestones and deliverables;
- any issues relating to the Services which have arisen in respect of each agreed about initiative;
- risks identified;
- Any other relevant issues

A second progress report is due on the last day of June and must report on:

- progress against milestones and deliverables;
- any issues relating to the Services which have arisen in respect of each agreed about initiative;
- Overall judgement of success of the Services, any critical issues and recommendations for next steps



Consulting Agreement

Section 4

Compensation

Consultant will charge a fee of USD \$25, 000 per month, due by wire transfer to the account provided. The Client will pay monthly on receipt of an accurate and valid tax invoice, with the first and second month Payment due upon signing, and the third and final month payment due on the 10th of June 2017.

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 outreach and advocacy 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 and judicial or quasi-judicial demand for such information, as far as is permitted by New Zealand laws.

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

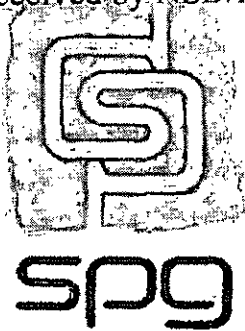
General:

This Contract and Letter of Engagement 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

Notices:

All notices, demands or other communications by either party to the other shall be in writing, and shall be



Consulting Agreement

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

To Consultant:

Sonoran Policy Group, LLC
4915 E. Sharon Dr.
Scottsdale, AZ 85254
Attn: Executive Chairman & Founder

To Client:

Embassy of New Zealand
37 Observatory Cir NW
Washington, DC 20008
Attn: Ambassador Caroline Beresford

IN WITNESS WHEREOF, the parties have executed this Contract on the 10th day of April, 2017.

CONSULTANT:

Robert Stryk

Robert D. Stryk
Executive Chairman & Founder
Sonoran Policy Group, LLC

CLIENT:

Caroline Beresford

Caroline Beresford
Deputy Chief of Mission
Embassy of New Zealand



Caroline Beresford
Deputy Head of Mission
Embassy of New Zealand
37 Observatory Circle, NW
Washington, D.C. 20008

April 19 2017

Dear Ms Beresford

SPG, LLC is delighted to confirm that we will continue to represent the New Zealand Embassy in the United States to provide outreach and advisory services to support New Zealand access to the United States Treaty Trader (E-1) and Treaty Investor (E-2) visa programmes. We are excited to help facilitate interactions with the U.S Congress and incoming administration to encourage increased investment and trade between our two nations.

In this matter, the Embassy solely is our client, not any other New Zealand government agency or affiliated entities. Should we engage on other matters, the terms outlined herein will apply unless agreed to otherwise and stipulated in writing.

Executive Chairman Robert Stryk and Chief Executive Christian Bourge will run our engagement operations, and other SPG personnel will be also be involved as required.

As outlined in our proposal SPG will, in coordination with relevant embassy personnel, continue to promote business visa access for New Zealanders, primarily with the US legislature. In order for you to be able to accurately convey progress of the project to your capital, we agree to provide a report at the project mid-point, and a final report at the conclusion of the project. As we will be continuing to work closely with the Embassy in the undertaking of this project, there will also be numerous way-points in the project at which to assess progress and make course corrections as we both deem necessary.

The terms of engagement as outlined in our contract executed on April 10 2017 is from

April 10 2017 to July 10 2017 with a monthly fee of \$25,000 to be paid as stipulated in the contract. This fee covers all our services on this matter with the exception of expenses incurred at the request of the embassy in writing on its behalf should they occur.

Project Deliverables and milestones:

A progress report is due on June 10th and must report on:

- progress against milestones and deliverables;
- any issues relating to the Services which have arisen in respect of each agreed about initiative;
- risks identified;
- Any other relevant issues

A second progress report is due on the last day of June and must report on:

- progress against milestones and deliverables;
- any issues relating to the Services which have arisen in respect of each agreed about initiative;
- Overall judgement of success of the Services, any critical issues and recommendations for next steps

Currently, our records reveal no existing representation of another client on any matter that is adverse to you. Our records also reveal no existing representation of another client on any matter that is adverse to you. Our records also reveal no existing representation in another matter of another client which would be an adverse party to you on immigration visa matters.

We understand that the Embassy would be our client in this representation and not any other affiliates or related parties, including other agencies of the government of New Zealand. Without your prior consent, we would not undertake any adverse representation in the future that is substantially related to this potential representation, nor would we undertake any substantially related adverse representation with respect to any other matter we may subsequently undertake on behalf of the Embassy.

On matters that are not substantially related to the subject matter of our representation of the Embassy, SPG would not be prevented from taking positions for other clients that might not be in accord with the position of the Embassy. For example, SPG may represent other clients on immigration issues as long as the matter is not related to the subject matter of our representation of the Embassy.

SPG and its professionals who are involved in helping execute our engagement will register with the Department of Justice under the Foreign Agents Registration Act as required by U.S. law. This registration will disclose certain information concerning our engagement including this engagement letter. Additional periodic filings are also required to remain compliant that will disclose additional information.

Subject to the provisions above relating to registration with the Department of Justice

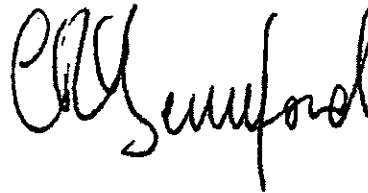
under the Foreign Agents Registration Act, we agree to treat as confidential and not disclose to any third party, nor use for our own benefit, any information about you or provided by you in the course of or executing our contract except: where the disclosure is authorized by you and following informed consent or necessary for the proper performance of our obligations under this contract; where the disclosure is required by law, provided that we will give you prompt notice of the required disclosure if permitted to do so; or where the information is public knowledge.

If this letter fails to accurately express our mutual understanding or if you have any questions, please let me know. If acceptable, please sign and return a copy of this letter for our records.

Thank you for the honor of serving you and the people of New Zealand.

Christian Bourge, CEO SPG, LLC

Accepted for New Zealand Embassy by:

A handwritten signature in black ink, appearing to read "C. J. Sanford". The signature is written in a cursive style with a large, stylized initial "C".