

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 <http://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 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 .49 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 and Address of Registrant Sonoran Policy Group PO Box 25378 Washington, DC 20027 | 2. Registration No. 6399 |
|--|--|

| | |
|---|---|
| 3. Name of Foreign Principal Mr. Saro Spadaro | 4. Principal Address of Foreign Principal Rhirie Road Maho Bay Neherlands, Antilles |
|---|---|

5. Indicate whether your 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:

| | |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (<i>specify</i>) _____ |

Individual-State nationality Italian

6. 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 deals
N/A

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

a) Principal address
N/A

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

c) Principal aim 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.

8. 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.

Mr. Saro Spadaro is an Italian Citizen who maintains a permanent residence in St. Maarten, located in the Netherland Antilles who seeks assistance with travel to and from the United States of America.

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"/> |

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

N/A

10. 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, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A 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 A | Name and Title | Signature |
|-------------------|---|---------------------------------|
| May 24, 2018 | Christian Bourge, Chief Executive Officer | /s/ Christian Bourge eSigned |

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

Mr. Saro Spadaro

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 use reasonable best-efforts to facilitate meetings and interactions with US Administration officials, provide strategic advise on trade, Congressional and Executive Branch Engagement and economic issues, and will perform additional duties on an agreed-upon basis. The primary focus of the engagement is to remedy any issues with the United States Government, such that Mr. Spadaro is able to travel to-and-from the United States of America.

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 use reasonable best-efforts to facilitate meetings and interactions with US Administration officials, provide strategic advise on trade, Congressional and Executive Branch Engagement and economic issues, and will perform additional duties on an agreed-upon basis. The primary focus of the engagement is to remedy any issues with the United States Government, such that Mr. Spadaro is able to travel to-and-from the United States of America..

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 |
|-------------------|---|---------------------------------|
| May 24, 2018 | 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.



INTERNATIONAL CONSULTING AGREEMENT

This **CONSULTING AGREEMENT** (this "Agreement") is made this 22nd day of May, 2018 (the "Effective Date"), by and between the Sonoran Policy Group, LLC, an Arizona corporation ("Consultant"), and Saro Spadaro, an Italian citizen with permanent residence in St. Maarten ("Client").

Consultant and Client agree as follows:

1. Duties. Consultant will use its reasonable best efforts to facilitate meetings and interactions with U.S. administration officials for Client, provide strategic advice on trade, Congressional and Executive Branch engagement and economic issues, and will perform any additional duties on an agreed-upon basis. Consultant and Client shall meet near the end of each quarter to evaluate progress on achieving Client's objectives. 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. Consultant acknowledges that it will not be eligible for any Client employment benefits currently provided to employees of Client.

Objective of the Project: The primary focus of this engagement shall be to remedy any issues with the United States Government such that Mr. Saro Spadaro is able to travel to-and-from the United States of America.

2. Compliance with Applicable Laws and Regulations. All services rendered the Consultant in the term of this Agreement will be conducted in accordance with all applicable laws and regulations.

3. Term; Termination. The term of this Agreement commences on May 18, 2018 and continues thereafter until successful completion of the *Objective of the Project*, unless and until terminated as provided in this **Section 3** (the "Term"). This Agreement may be terminated by client, in such party's sole and absolute discretion, without cause, by providing at least thirty (30) days' prior written notice. The termination of this Agreement shall not release either party from any obligation or liability to the other party, including any compensation earned by Consultant through the date of such termination.

4. Compensation. Client shall pay Consultant One-Hundred and Fifty Thousand U.S. Dollars (\$150,000.00), representing the retainer payment for Consultant's services, via wire transfer of immediately available funds to Consultant's designated wire transfer account (the "Compensation"), on or before May 25, 2018. After successful completion of the *Objective of the Project*, Client shall pay Consultant Two-Hundred and Fifty Thousand U.S. Dollars (\$250,000.00) via wire transfer of immediately available funds to Consultant's designated wire transfer account, within thirty (30) calendar

days of completion the information required for such transfer has been provided by Consultant to Client prior to, or with, the execution of this Agreement. In addition to the Compensation, Client shall reimburse Consultant for all reasonable and customary out-of-pocket expenses incurred by Consultant in connection with performance of this Agreement, subject to the prior approval therefore by the Client.

5. **Confidentiality.** From time to time during the Term of this Agreement, either party (as the "**Disclosing Party**") may share or make available to the other party (as the "**Receiving Party**") information about its business affairs or other confidential, non-public or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this **Section 5** by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its representatives before being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction. The Receiving Party shall: (A) protect the confidentiality of the Disclosing Party's Confidential Information with a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives in the exercise of its rights or performance of its obligations under this Agreement.

6. **Limitation of Liability.** In no event shall Consultant or any of its representatives be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, and/or in connection with any breach of this Agreement, regardless of: (i) whether such damages were foreseeable, (ii) whether or not it was advised of the possibility of such damages and (iii) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. Further, in no event shall Consultant's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amount paid to Consultant pursuant to this Agreement in the twelve (12) month period preceding the event giving rise to the claim. Notwithstanding anything to the contrary in this **Section 6**, the limitation of liability shall not apply to (i) liability resulting from Consultant's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Consultant's acts or omissions. And (iii) consultants failure to properly disclose its obligations in conformity to Applicable law. This **Section 6** shall survive indefinitely the expiration or termination of this Agreement.



7. Indemnification. The Client shall indemnify, defend and hold harmless, Consultant and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, the "**Indemnified Parties**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by the Indemnified Parties (collectively, "**Losses**"), arising out of or related to any third-party claim alleging: (i) breach of this Agreement by Client or its personnel; (ii) any negligent or more culpable act or omission of Client or its personnel in connection with the performance of Client's obligations under this Agreement; or (iii) any failure by Client or its personnel to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under this Agreement. The Consultant shall advise the Client of its obligations, if any, to undertake any steps reasonable and/or necessary to comply with laws, regulations or codes with regard to this engagement. This **Section 7** shall survive indefinitely the expiration or termination of this Agreement.



8. No Assignment; Successors and Assigns; No Third Party Beneficiaries. Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party. This Agreement inures to the benefit of the parties and each party's respective successors and permitted assigns. The parties do not confer any rights or remedies upon any person other than the parties to this Agreement and their successors and permitted assigns.

9. Notices: Any notice required or permitted by this Agreement shall be in writing and shall be deemed given (i) on the date of delivery, when delivered personally or by overnight courier, or (ii), 48 hours after being sent both by email and by recognized overnight courier prepaid, and addressed to the party to be notified at such party's address below. Any notice address set forth below may be subsequently modified by the applicable party by written notice to the other party.

If to Consultant:

Sonoran Policy Group, LLC
Attn: Robert D. Stryk, Executive
Chairman & Founder
P.O. Box 25378
Washington, DC 20027

If to Client

Saro Spadaro,  
Rhine Road
Maho Bay
Netherlands Antilles
with a copy to sschlesinger@jaspanllp.com
300 Garden City Plaza, 5th Floor
Garden City, NY 11530
300

10. Amendment; Entire Agreement. This Agreement may be changed only by a written agreement signed by each party. This Agreement contains the entire understanding between the parties relating to the subject matter contained herein and supersedes all prior written and oral communications between the parties.

11. Severability. The invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement.

12. Waiver of Jury Trial. Each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to this Agreement.

13. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same original. Electronic or PDF signatures shall be deemed originals.


[Signature page follows.]



The parties hereto have executed this Agreement as of the Effective Date.

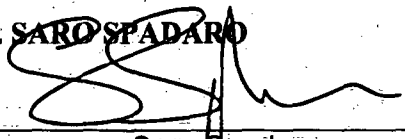
CONSULTANT:

SONORAN POLICY GROUP, LLC

By: 
Name: Robert D. Stryk
Title: Executive Chairman & Founder

CLIENT:

MR. SARO SPADARO

By: 
Name: Saro Spadaro
Title: _____

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[Signature Page to Consulting Agreement]