

THE CORMAC GROUP
FARA INITIAL REGISTRATION
EXHIBIT C

03/16/2016 03:58 FAX

003

ARTICLES OF ORGANIZATION

Pursuant to Title 29, Chapter 10 of the District of Columbia Code (the D.C. Limited Liability Company Act of 1994), the organizer named below adopts the following Articles of Organization:

FIRST: The name of this limited liability company shall be: The Cormac Group, LLC.

SECOND: The effective date of these articles shall be the date of delivery of the articles for filing.

THIRD: The period of duration of this limited liability company shall be perpetual.

FOURTH: The purposes for which this Limited Liability Company has been organized are to engage in the business of offering consulting and lobbying services to its clients and to engage in any other business not prohibited by law.

FIFTH: The address of this limited liability company's registered office in the District of Columbia is 1090 Vermont Avenue, N.W., Suite 910, Washington, D.C. 20005.

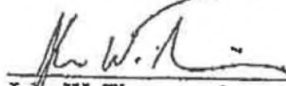
SIXTH: The name of the limited liability company's registered agent in the District of Columbia is Incorp. Service, Inc. The agent's consent to act as registered agent for the company is evidenced in the attached executed "Written Consent to Act as Registered Agent."

SEVENTH: This limited liability company's principal place of business is 1730 Rhode Island Avenue, N.W., Suite 317, Washington, D.C. 20036.

EIGHTH: This limited liability company formerly was a limited liability partnership known as Cormac Group, LLP, which is being converted into this limited liability company. All partners of the limited liability partnership have agreed to this conversion.

TENTH: The number of organizers of this company is one. The name and address of the organizer is: John W. Timmons, 1730 Rhode Island Avenue, N.W., Suite 317, Washington, D.C. 20036.

Date: 1/12/07


John W. Timmons, Organizer for
The Cormac Group, LLC

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GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS



CERTIFICATE

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Limited Liability Company Act have been complied with and accordingly, this **CERTIFICATE OF ORGANIZATION** is hereby issued to:

THE CORMAC GROUP, LLC

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of the 8th day of February, 2007.

LISA M MORGAN
Interim Director

Business and Professional Licensing Administration

PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Adrian M. Fenty
Mayor

The Cormac Group, LLC
800 Connecticut Avenue, N.W., Suite 300
Washington, D.C. 20006

May 1st, 2024

Vision Americas International LLC
509 Stephen Cir SW,
Vienna, VA, 22180, USA
Attention : Marcela Prieto-Botero, CEO

Dear Marcela:

This letter agreement (the "Agreement") is intended to confirm our understanding relating to the engagement of The Cormac Group, LLC, a District of Columbia limited liability company ("TCG"), by Vision Americas International LLC, a Virginia limited liability company ("VAI"), in connection with services described below.

1. Services. VAI has been engaged by the Ad Hoc Administrative Board of the Petróleos de Venezuela, S.A. (the "Client") for various services and desires to engage TCG, in turn, for government relations and lobbying services (the "Services") related to Client matters. The services listed in Annex 1 form an integral part of this contract.

2. Term. The term of this Agreement (the "Term") shall commence on the date this Agreement is executed on behalf of VAI as set forth below and shall expire on September 1st, 2024 (the "Initial Term"); provided, however, that no Services will be rendered, and no payment of the Consulting Fee (as defined below) shall become due until TCG has registered under the Foreign Agents Registration Act. Following the expiration of the Initial Term or any Renewal Period (as hereinafter defined), the Term of this Agreement shall automatically be extended for one or more additional quarterly (three-month) periods (each a "Renewal Period") unless either party notifies the other party in writing at least thirty (30) days prior to the expiration of the Initial Term or any such Renewal Period, as the case may be, that it does not desire to extend the then Term. Notwithstanding the foregoing, in the event either party is in breach or default of any material term of the Agreement, and said breach or default is not cured by such party within thirty (30) days after written notice from the other party specifying the grounds of such breach or default, then in addition to all other rights and remedies at law or in equity, the other party shall have the right to terminate this Agreement immediately upon written notice to the breaching/defaulting party. Termination of this Agreement shall not affect TCG's rights to payment for Services rendered hereunder and reimbursement of expenses as otherwise provided in Sections 3 hereof, or either party's rights or remedies occasioned by any breach or default of the provisions hereof, which rights shall survive any such termination.

3. Fees.

(a) Consulting Fee. VAI agrees to pay TCG a consulting fee payable at the rate of \$17,500 per month (the "Consulting Fee") for TCG's Services during the Initial Term and any

Renewal Period. The Consulting Fee shall be payable monthly in advance. An initial monthly fee (prorated if less than a full calendar month) shall be due upon the commencement of Services. The monthly Fixed Consulting Fee shall thereafter be due in advance on the first day of each succeeding calendar month during the Term. TCG will provide wire instructions for payment on each invoice rendered.

(b) Out of Pocket Expenses. VAI shall also reimburse TCG for all reasonable out of pocket expenses incurred in connection with its services for VAI (e.g., travel, lodging, meals, and communication charges). VAI will not be responsible for such expenses in excess of \$1,000 per month which are incurred by TCG without VAI's prior written approval. Such reimbursement shall be due within thirty (30) days of the applicable invoice date.

4. Limitation of Liability.

(a) TCG agrees to perform its Services in a good faith, professional manner. TCG DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Without limiting the foregoing, VAI acknowledges that (i) TCG shall not be responsible for verifying information supplied to it by VAI and its other professional advisors and consultants relating to the Services, (ii) VAI and Client shall be solely responsible for the accuracy of all such information supplied to TCG for disclosure to any governmental agency, legislature or other third party in connection with the Services, and (iii) TCG shall not be responsible for any authorized use of such information. For the avoidance of doubt, TCG does not guarantee any particular result of its Services.

(b) NEITHER TCG NOR VAI (OR ANY OF THEIR RESPECTIVE AFFILIATED COMPANIES, DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, SHAREHOLDERS OR AGENTS), SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING IN ANY MANNER FROM THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, WHETHER UNDER CONTRACT, TORT, OR OTHER CAUSE OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE OVERALL MAXIMUM LIABILITY OF TCG UNDER AND/OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL AT ALL TIMES BE LIMITED TO THE AMOUNT OF FEES PAID TO TCG (OR PAYABLE TO TCG THROUGH THE DATE OF THE CLAIM) FOR THE APPLICABLE SERVICES TO WHICH THE UNDERLYING CLAIM, LIABILITY OR EXPENSE DIRECTLY RELATES. Further, in no event shall TCG be responsible or liable for any acts or omissions of third parties with which VAI (and/or any of its affiliates) or Client separately contracts or retains or directs TCG to utilize in connection with the provision of any Services for VAI or Client.

5. Confidentiality. Each party (a "Receiving Party") undertakes at all times to keep confidential, and not to disclose to any third party, any proprietary, confidential, trade, business,

and technical information (collectively "Confidential Information") disclosed or otherwise made available to the Receiving Party by or on behalf of the other party (the "Disclosing Party"), in connection with this Agreement, including but not limited to information relating to Disclosing Party's intellectual property, contracts, assets, transactions, products, accounts, markets, customers, suppliers and finances, except to such of Receiving Party's employees, contractors and third party advisors ("Representatives") who have a need to know such information for purposes related to this Agreement or other bona fide services provided to Receiving Party and who have agreed to maintain the confidentiality of such information as required by this Agreement or otherwise are under a professional or fiduciary duty to Receiving Party to do so. Notwithstanding the foregoing, such obligations of confidentiality shall not apply to any information, documents, or materials which (i) are or become publicly available other than as a result of a disclosure by Receiving Party (or its Representatives) in breach of this Agreement, (ii) were already available to Receiving Party on a non-confidential basis prior to disclosure by Disclosing Party, (iii) become available to Receiving Party on a non-confidential basis from a source other than Disclosing Party or its Representatives, if the source of such information was not actually known by Receiving Party to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to Disclosing Party, or (iv) are or were independently developed by Receiving Party without the use of Confidential Information received from Disclosing Party. In the event that Receiving Party or any of its Representatives is compelled (by deposition, interrogatory, request for documents, subpoena, civil or criminal investigative demand or similar process or by law, governmental proceeding or stock exchange rule) to disclose any Confidential Information, Receiving Party shall provide Disclosing Party with prompt prior written notice thereof (where such notice is not prohibited), and shall reasonably cooperate with Disclosing Party (at Disclosing Party's sole cost and expense) so that Disclosing Party may seek a protective order or other appropriate remedy, or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not timely obtained, or Disclosing Party waives compliance with the provisions of this Section 5, Receiving Party or its Representative, as the case may be, may disclose that portion of the Confidential Information that is legally required to be disclosed and shall, if requested by Disclosing Party, continue to cooperate with Disclosing Party, at Disclosing Party's sole cost and expense, so as to assure that, if applicable, confidential treatment may be accorded the information so disclosed. Upon the request of Disclosing Party, Receiving Party will return to Disclosing Party any documents provided by the Disclosing Party which comprise or include Confidential Information, and shall destroy any other documents containing Confidential Information of the Disclosing Party; provided, however, that Receiving Party may retain backup copies of any such documents to the extent such documents are subject to its ordinary electronic backup procedures or which are required to be retained for legal compliance purposes, in each case, subject to continued obligations of confidentiality. Without limiting the foregoing, if TCG is required by third party subpoena or other legal demand in connection with any lawsuit or investigation to which VAI or Client is a party or otherwise involving VAI's or Client's business or affairs, to furnish testimony or documentation which may include but not be limited to Confidential Information, VAI agrees to cover any direct out of pocket costs and expenses (including reasonable attorney's fees and costs and e-discovery vendor costs) incurred by TCG in complying with such subpoena or other legal demand.

6. Independent Contractor Status; Other Parties. TCG shall provide its services to VAI as an independent contractor, and none of TCG's employees or independent contractors shall

be considered an employee of VAI. Where necessary and upon consultation with VAI, TCG shall be permitted to retain other lobbyists and parties having specialized or local expertise in connection with TCG's services hereunder.

7. Notices. Except as provided herein, any and all notices required or permitted under this Agreement shall be in writing and shall be considered to have been duly given when (i) delivered by hand or (ii) received by the addressee, if sent by USPS Express Mail, Federal Express, UPS or other reputable express delivery service (delivery confirmable), or first class certified or registered mail, return receipt requested, postage prepaid, in each case addressed to the parties at their respective addresses set forth above. Each party shall have the right to change the address for notice to itself by notice similarly given to the other party in accordance with this Section 7.

8. Authorization. Each party represents and warrants to the other party that this Agreement is a valid and binding obligation of such party, enforceable against such party in accordance with its terms, and the execution and delivery of this Agreement by such party does not and will not conflict with or constitute a violation of or breach or default of any contract, commitment, agreement, arrangement or restriction of any kind to which party is a party or by which party is bound. Each person signing this Agreement on behalf of an entity represents and warrants that he has the authority to enter into this Agreement and bind his principal.

9. Survival; Interpretation. Sections 3 through 10, and any provisions relating to payment of invoices, shall survive the expiration or termination of this Agreement. This Section 9 and Section 4 and 10 hereof shall apply to the fullest extent of the law, whether in contract, statute, tort or otherwise, notwithstanding the failure of the essential purpose of any remedy.

10. Miscellaneous. Nothing contained herein shall be deemed or construed to create any joint venture, agency or partnership relationship of any kind between the parties. This Agreement contains the entire Agreement between the parties regarding the subject matter hereof, and supersedes and preempts any prior understandings, agreements or representations between the parties, written or oral, which may have related to the subject matter hereof in any way. The wording of this Agreement shall be construed according to its fair meaning, and not strictly for or against either party, including the drafter. All amendments or modifications to this Agreement must be in writing and signed by both parties. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. This Agreement shall be governed by and construed in accordance with the internal laws of Washington, D.C., without giving effect to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. The terms, conditions and covenants of this Agreement shall be binding upon and shall inure for the benefit of the parties hereto and their respective members, officers, affiliates, agents, successors and assigns. This Agreement may be executed and delivered in original, via facsimile or email with PDF attachment, or other commercially acceptable electronic form, in any number of counterparts, each of which shall be deemed to be an original, and all of which together

shall constitute one and the same instrument.

* * * *

IN WITNESS WHEREOF, TCG and VAI have executed this Agreement as of the date set forth above.

THE CORMAC GROUP, LLC

By: 
Name: Jonathan Slade
Title: Managing Partner

VISION AMERICAS INTERNATIONAL LLC

By: 
Name: Marcela Prieto Botero
Title: CEO



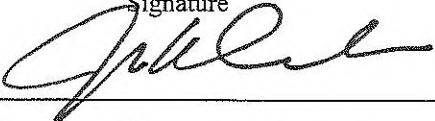

Scope of Work

Defending Venezuela's National Patrimony and its Democracy

- Inform U.S. policymakers on developments in U.S.-Venezuela relations.
- Schedule regular meetings with Washington-based stakeholders in the U.S. Executive Branch and Congress, the media, and public policy community to explain the client's unique case.

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
<u>5/10/24</u>	<u>Jose CARDENAS</u>	<input type="checkbox"/> Sign 
<u>5/10/24</u>	<u>Jonathan Skide</u>	<input type="checkbox"/> Sign 
		<input type="checkbox"/> Sign
		<input type="checkbox"/> Sign

EXECUTION

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Date

Printed Name

Signature

5/8/24

Yanet Brunet Perez

