

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 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 knight Law Firm, PC	2. Registration Number 7604
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3. Primary Address of Registrant
 3849 E Broadway Blvd, Ste 292, Tucson, AZ 85716

4. Name of Foreign Principal The Government of the United Mexican States	5. Address of Foreign Principal Consultoria Juridica, Plaza Juarez #20, Col. Centro, Deleg. Cuauhtemoc, Mexico, D.F. MEXICO C.P. 060101
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6. Country/Region Represented
 MEXICO

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
 Secretaría de Relaciones Exteriores
- b) Name and title of official(s) with whom registrant engages
 Vanessa Calva Ruiz

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.

b) Is this foreign principal:

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

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
06/02/2025	Amy P. knight	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Amy P. knight
_____	_____	<input data-bbox="886 489 954 531" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 573 954 615" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 657 954 699" type="text" value="Sign"/> _____

EXECUTION

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Date

Printed Name

Signature

6/2/25

Amy P. Knight



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 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 Knight Law Firm, PC	2. Registration Number 7604
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3. Name of Foreign Principal
 The Government of the United Mexican States

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, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 06/01/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.
- Registrant will provide consulting and legal services to the Mexican government and Mexican nationals in the United States.

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

Registrant will provide legal assistance and services in cases of Mexican nationals who face legal proceedings that could culminate in the imposition of a death sentence in the United States (U.S.); those who are sentenced to death in that country; and those listed in the Avena Judgment of the International Court of Justice (ICJ) of March 31, 2004, whose death sentences have been commuted or reversed but whose cases have not been reviewed as mandated by said Judgment. Registrant may communicate with public officials in the U.S. regarding the implementation and enforcement of the Avena Judgment.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.¹

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.

Registrant may communicate with or meet with public officials in the U.S. regarding the implementation of the International Court of Justice's decision in the Case Concerning Avena and Other Mexican Nationals (Mex. v. U.S.), 2004 I.C.J. 12.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including 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 to the date of registration 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 to the date of registration 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
06/02/2025	Amy P. Knight	Sign /s/Amy P. Knight
_____	_____	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.

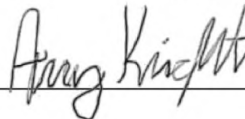
Date

Printed Name

Signature

6/2/25

Amy P. Knight



CONTRACT FOR PROVISION OF LEGAL SERVICES BETWEEN THE SECRETARIAT OF FOREIGN AFFAIRS (SRE), REPRESENTED BY THE HEAD OF THE CONSULATE OF MEXICO IN TUCSON, ARIZONA, RAFAEL BARCELÓ DURAZO AND GREGORY J. KUYKENDALL, P.C., DOING BUSINESS AS KUYKENDALL & ASSOCIATES, REPRESENTED BY GREGORY J. KUYKENDALL, REGARDING THE MEXICAN CAPITAL LEGAL ASSISTANCE PROGRAM IN THE UNITED STATES.

Handwritten initials and signature:
JK
GJK

PREAMBLE

This contract establishes the agreement between SRE of Mexico, duly represented by the Head of the Consulate of Mexico in Tucson, Arizona, Rafael Barceló Durazo, and Gregory J. Kuykendall, P.C., represented by Gregory J. Kuykendall, for the provision of legal services through the direction and coordination of the Mexican Capital Legal Assistance Program in the United States (MCLAP) hereinafter referred to as "the Program".

This contract is executed pursuant to Article 16 of the Law of Acquisitions, Leases and Services in the Public Sector of the Federal Government of Mexico.

THE CONSULATE OF MEXICO IN TUCSON, ARIZONA, DECLARES:

That it is a consular representation of the United Mexican States, in the terms of Article 1, subparagraph a), of the Vienna Convention on Consular Relations.
That its address is 3915 East Broadway Boulevard, Tucson, Arizona, 85711, USA, with telephone numbers 520-882-5595 and 520-623-7928 and e-mail contucson@sre.gob.mx.

Handwritten initials:
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GREGORY J. KUYKENDALL, P.C. DECLARES:

That Gregory J. Kuykendall, P.C. is incorporated under the laws of the State of Arizona since 29 July 1998, as stated in the document in Annex I.
That it has its legal residence at 531 South Convent Avenue, Tucson, Arizona, 85701, USA, with telephone number 520-792-8033 and e-mail greg@kuykendall-law.com .
That Gregory J. Kuykendall is authorized to enter into contracts in the name and representation of Gregory J. Kuykendall, P.C.
That it agrees to enter into this contract for provision of legal services.

1. Purpose of the Contract

The purpose of the contract is to secure the provision of legal assistance and services rendered by Gregory J. Kuykendall in his capacity as Executive Director of the Program in cases of Mexican nationals who face legal proceedings that could culminate in the imposition of a death sentence in the United States (U.S.); those who are sentenced to death in that country; those listed in the *Avena* Judgment of the International Court of Justice (ICJ) of March 31, 2004, whose death sentences have been commuted or reversed but whose cases have not been reviewed as mandated by said Judgment; and the cases that arise during the term of the contract. The legal services and assistance will be rendered pursuant to section 3 of this contract.

2. Statements

Pursuant to Article 26 of the Organic Law for the Federal Public Administration (*LOAPF*), SRE is an agency of the Executive Branch of the United Mexican States.

Pursuant to Article 28, section II of the *LOAPF*, the provision of consular or diplomatic assistance to Mexican nationals abroad is the responsibility of SRE.

SRE established the Program in September 2000 in response to Mexican nationals sentenced to death in the United States. Starting in 2001, the Program also included the cases of Mexican nationals facing legal proceedings that could culminate in the imposition of a death sentence, becoming the "*Programa de Asistencia Juridica a Casos de Pena Capital en Estados Unidos.*"

This contract establishes the obligations of each of the parties, and it is governed by the federal laws of the United States.

The Program is a mechanism by which legal assistance and consultation is provided in cases of Mexican nationals facing capital punishment proceedings in the U.S.

The cases are incorporated into the Program once they have been assessed by it in coordination with the General Directorate of Consular Protection and Strategic Planning (DGPCPE), fulfilling the current standards for assistance in death penalty cases issued by DGPCPE. The incorporation of new cases is carried out through detection efforts conducted by the consular representations of Mexico in the United States and the Program.

Cases of Mexican nationals with U.S. citizenship cannot be incorporated into the Program nor those in which the charges against them do not put them at risk of receiving a death sentence.

As a general rule and with the purpose of providing the benefits of the Program to the greatest number possible of Mexican nationals who are sentenced to death and/or face legal proceedings that could culminate in the imposition of such penalty in the U.S., as much as possible, the Program shall not take on the direct representation of Mexican nationals facing death penalty proceedings; instead, the Program will advise and coordinate with the defense attorneys of Mexican nationals. However, in specific cases, Gregory J. Kuykendall or Program attorneys or those hired by the Program may become involved in the direct defense of a Mexican national or even a non-Mexican, particularly in cases that involve the creation of judicial precedents that could benefit Mexican nationals in similar situations, when his calendar of activities allows it and if such representation is compatible with the purpose of this contract.

Attorney Gregory J. Kuykendall is a U.S. citizen and a specialist in criminal law certified by the Arizona Board of Legal Specialization. He has represented a number of foreign nationals in death penalty proceedings, and he is licensed to practice law in the states of Arizona and Texas and in multiple federal jurisdictions.

3. Duties and Obligations

3.1. The obligations of Gregory J. Kuykendall, as Executive Director of the Program, are listed below:

3.1.1. With regard to the performance of the services and assistance required by this contract:

- a) Carry out his activities with care and diligence and apply the highest professional standards.
- b) Abstain from taking actions that are likely to bring SRE or the Government of the United Mexican States into disrepute or which is contrary to their interests.

c) Handle all information related to the cases incorporated into the Program as strictly confidential and abstain from discussing the cases with the media unless a written authorization to do so is granted by DGPCPE.

d) Maintain a current professional liability insurance policy for negligent professional performance (malpractice) with a liability insurance carrier authorized to conduct business within the State of Arizona by the Arizona Department of Insurance and Financial Institutions, as shown in the document in Annex II.

e) Provide the Consulate of Mexico in Tucson, Arizona, within a period not exceeding 10 (ten) calendar days, a copy of the renewal of the professional liability insurance policy for negligent professional performance when it has expired within the period covered by the present contract.

f) Inform the Consulate of Mexico in Tucson, Arizona when he becomes aware of any disciplinary proceedings against him.

3.1.2. In general, execute the expenditures and payments related to the Program in accordance with the budget established in Annex III of this contract. This provision will be carried out without prejudice to clause 4.1.

3.1.3. Prepare pleadings and legal materials, including briefs to litigate international law issues, present them to U.S. courts and, if necessary, to international tribunals, with the purpose of assisting in the legal defense of Mexican nationals who face capital punishment proceedings, in particular regarding issues related to the rights set forth in the Vienna Convention on Consular Relations. Likewise, authorize Program and other attorneys to prepare the aforementioned pleadings and legal materials and present them to U.S. and international courts.

3.1.4. Request the collaboration of other attorneys and paralegals, as well as other professionals, to assist in the achievement of the purpose of the contract, including hiring a Deputy Director who will carry out the responsibilities listed in clause 4.6.1.

3.1.5. Contract the services of attorneys, legal firms, lobbying firms or non-governmental organizations (NGOs) to assist the Program and help to fulfill the purpose of the contract, including serving as defense attorneys in cases of Mexican nationals who have been sentenced to death and/or those who face legal proceedings that could culminate in the imposition of such penalty, those listed in the *Avena* Judgment of the ICJ whose death sentences have been commuted or reversed but whose cases have not been reviewed as mandated by said Judgment, including the cases provided for in clause 3.1.12, paragraph 3, among others.

3.1.6. Contract with experts and/or investigators, mitigation specialists or other professionals for consultation with the Program and/or to testify regarding the cases of Mexican nationals who have been sentenced to death, those who face legal proceedings that could culminate in the imposition of such penalty, those listed in the *Avena* Judgment of the ICJ whose death sentences have been commuted or reversed but whose cases have not been reviewed as mandated by said Judgment, including the cases covered by clause 3.1.12, paragraph 3.

3.1.7. Negotiate fees at an hourly rate, flat fee or agreement on a specific amount with attorneys, legal firms, lobbying firms, NGOs, experts and/or investigators, mitigation specialists, paralegals and other professionals to ensure the best representation of Mexican nationals pursuant to clause 3.1.1 of the present contract.

3.1.8. Establish that the contractual relation with the attorneys, legal firms, lobbying firms, NGOs, experts and/or investigators, mitigation specialists, paralegals and other professionals

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with whom the Executive Program Director contracts will be between him and the attorneys, legal firms, lobbying firms, NGOs, experts and/or investigators, mitigation specialists, paralegals and other professionals and in no case with SRE.

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Lobbying firms represent the interests of the Government of the United Mexican States and as such, must comply with the provisions of the U.S. Foreign Agents Registration Act (FARA).

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3.1.9. Require the attorneys, legal firms, lobbying firms, NGOs, experts and/or investigators, mitigation specialists, paralegals and other professionals with whom the Executive Program Director contracts to recognize in their joint work agreement that any contractual relation they may have is with the Executive Program Director and in no case with SRE or the Mexican consular representations in the U.S., as well as to recognize in writing that the payment for their services is not the responsibility of SRE.

In the same way, they will be bound in writing to handle all information related to their assigned cases as strictly confidential and will abstain from discussing the cases with the media unless an express written authorization to do so is granted by the Executive Program Director.

3.1.10. Implement additional efforts to avoid the imposition of the death penalty on Mexican nationals, including strategic communication actions and lobbying of U.S. federal legislators and authorities at any governmental level, as well as the drafting and presentation of pleadings and legal materials for the participation of the Government of the United Mexican States as a "friend of the court" (*amicus curiae*) in those cases where courts are considering issues of U.S. and international law that could impact the legal proceedings of Mexican nationals and, where appropriate, file legal claims to improve the effectiveness of the protections derived from U.S. and international law. Likewise, authorize Program and other attorneys to prepare the aforementioned pleadings and legal materials and present them to U.S. and international courts.

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3.1.11. Incorporate into the Program and follow up on the cases of Mexican nationals contained in the *Avena* Judgment of the International Court of Justice of March 31, 2004, whose death sentences have been commuted or reversed but whose cases have not been reviewed as mandated by said Court.

The main purpose of the lobbying firms will be to achieve the implementation of the March 31, 2004, Judgment of the International Court of Justice in the *Case Concerning Avena and Other Mexican Nationals*.

3.1.12. Submit for the consideration and approval of the DGPCPE of SRE, those cases in which, in light of the Executive Program Director's judgment, it is necessary or advisable to assume the direct representation of a Mexican national or a non-Mexican. The DGPCPE will request the opinion of the Consultoría Jurídica (CJA), in order to determine its advisability, informing the Program accordingly.

Such representation shall be governed by the Rules of Professional Ethics of the state or federal jurisdiction in which the case is located.

The Executive Program Director or Program attorneys or those hired by the Program may be involved in the direct representation of cases of Mexican nationals included in the Program, even after the death penalty has been waived.

3.1.12. *bis*. Submit for the consideration and approval of DGPCPE the hiring of lobbying firms whose main purpose will be to achieve the implementation of the March 31, 2004, Judgment

of the International Court of Justice in the *Case Concerning Avena and Other Mexican Nationals (Avena Judgment)*.

3.1.13. Provide, in coordination with DGPCPE, training and assistance to SRE personnel, members of the Mexican Foreign Service, independent professional service providers of the Mexican consular representations in the U.S., Program personnel (attorneys, experts and/or investigators, mitigation specialists, paralegals and other professionals), defense teams, and external professionals, related to specific legal issues and legal strategies in cases of Mexican nationals facing capital punishment proceedings.

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The expenses and costs of the above-mentioned trainings, conferences, seminars and in-person or online courses (except for the travel and transportation expenses of the consular officers, independent professional service providers and SRE personnel) will be covered by Program funds.

3.1.14. Convene an annual training meeting in the month of May in the years 2024, 2025 and 2026, barring unforeseeable circumstances or force majeure, with Program attorneys and personnel (experts and/or investigators, mitigation specialists, paralegals and other professionals) and external professionals, to address specific legal issues, legal strategies on death penalty cases of Mexican nationals and issues related to Program administration.

Designated representatives of CJA, DGPCPE and, when appropriate, consular officials and independent professional service providers, shall attend these annual meetings.

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The expenses and costs of the annual meetings in 2024, 2025 and 2026 (except for the travel, travel allowance and transportation expenses of the consular officers, independent professional service providers and SRE personnel) will be covered by Program funds.

Retain and deliver to the Consulate of Mexico in Tucson copies of all the documentation of payment of the fees and expenses derived from the aforementioned meetings, no later than 60 (sixty) calendar days after the conclusion of the month in which the last day of the meeting is held, so that the consular representation may submit them to DGPCPE via diplomatic pouch for reconciliation and observation, as the case may be. This documentation will be sent independently of the quarterly reports referred to in clauses 3.1.19 and 3.1.20.

3.1.15. Maintain an updated database of information regarding cases incorporated into the Program as well as any violations of Article 36 of the Vienna Convention on Consular Relations, including data regarding the facts of the alleged homicide, circumstances of the arrest, defense lawyers and other relevant issues such as case defense strategies.

The information contained in this database is subject to the legal standard of professional privilege in the United States, which maintains the confidentiality of communications between attorneys and their clients.

In light of the above, the Executive Program Director will ensure that only authorized personnel access the database to consult and process the information contained therein.

3.1.16. Report to DGPCPE in a timely manner the progress of the cases included in the Program, as well as the expenditures and the activities thereof on a quarterly basis.

3.1.17. Submit in a period no longer than 17 (seventeen) calendar days after the expiration of the contract, a global report and an executive summary detailing the achievements, activities and cases served during the contractual period.

3.1.18. Provide, as per written request of and through DGPCPE, all the information and documentation related to the Program expenditures and administration, except information and documentation confidential and exclusive to the Executive Program Director and the providers with whom he contracts.

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3.1.19. Provide on a quarterly basis all receipts for the costs of activities related to the Program, as well as the invoices and proof of payments to attorneys, legal firms, lobbying firms, NGOs, experts and/or investigators, mitigation specialists, paralegals and other professionals who assist in the Program's activities.

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Preferably, invoices shall contain the following:

- a) Invoice number.
- b) Invoice issuance date.
- c) Timeframe covered by the invoice.
- d) Name(s) and last name(s) of the Mexican nationals receiving the services and, when applicable, the alias. The invoices corresponding to the lobbying firms will indicate the names of the Mexican nationals included in the *Avena* Judgment of the International Court of Justice as service beneficiaries.
- e) Fee rate for the invoicing party, in accordance with the present contract.
- f) Description of each invoiced cost, including the date on which it was incurred.
- g) Total amount of the invoice.

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Preferably, receipts for expenses shall contain the following:

- 1) Date of issuance.
- 2) Unitary cost, price of product or service.
- 3) Number of products or services purchased.
- 4) Total amount of the receipt.
- 5) The name of the establishment in which the product or service was purchased.

3.1.20. The aforementioned documentation will be sent via the Consulate of Mexico in Tucson, Arizona, to DGPCPE for reconciliation and observation, if applicable, by the last day of the month following the end of each quarterly reporting period. If the last day of that month falls on a weekend or holiday, the documentation shall be sent on the following business day.

Such documentation shall be in accordance with generally accepted accounting practices employed in the United States. It shall remain within the Executive Program Director's discretion to accept and reimburse for payment the documentation that substantially complies with the aforementioned documentation description and/or has other indicia of trustworthiness.

The Executive Program Director will send the quarterly report containing the aforementioned documentation by means of a signed official communication to DGPCPE through the Consulate of Mexico in Tucson, Arizona.

3.1.21. The Executive Program Director will notify the Consulate of Mexico in Tucson, Arizona, of the IOLTA account number and the name of the financial institution where, in accordance with the rules of professional conduct of the State Bar of Arizona, the state in which Kuykendall & Associates maintains its legal offices, Kuykendall & Associates will hold the funds from the installments of Advance Payments made by SRE to the Program.

The Executive Program Director will inform the Consulate of Mexico in Tucson, Arizona, in writing when there is a change in the number of the aforementioned IOLTA account and/or the banking institution where the referenced funds will be maintained. The consular representation will inform DGPCPE accordingly.

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3.1.22. The Executive Program Director will deposit in the account of the Consulate of Mexico in Tucson, Arizona, the reimbursements corresponding to contract periods preceding the execution of the present contract:

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- a) Fees and/or expenses previously paid by the Program to attorneys, legal firms, NGOs, experts and/or investigators, mitigation specialists, paralegals and other professionals, and which were subsequently reimbursed to them by some authority through a court order or legal agreement.
- b) Those expenses that have not been properly verified, in accordance with the observations that DGPCPE and auditing authorities may issue to the Program.

The Program must notify the Consulate of Mexico in Tucson, Arizona, in writing and in a timely manner, each time it receives a reimbursement from one of its providers, specifying the name of the Mexican national to whom the service was provided, the prison, the U.S. state in which the criminal proceeding is conducted and indicating whether it is a state or federal case, the consular representation in charge of following up on the case, the amount of funds reimbursed, the reason for the refund, and to which contractual period it pertains.

The Consulate of Mexico in Tucson, Arizona, must return these reimbursements to the Mexican Federal Treasury through the General Directorate of Programming, Organization and Budget (DGPOP), in accordance with the provisions of the Federal Law of Budget and Fiscal Responsibility (LFPyRH), informing DGPCPE in a timely manner.

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3.1.23. The Executive Program Director will deposit in the Program's IOLTA account the reimbursements corresponding to the funding of the present contract:

- a) Fees and/or expenses previously paid by the Program to attorneys, legal firms, NGOs, experts and/or investigators, mitigation specialists, paralegals and other professionals, and which were subsequently reimbursed to them by some authority through a court order or a legal agreement.
- b) Those expenses that have not been properly verified, in accordance with the observations that DGPCPE and auditing authorities may issue to the Program.

The Program must notify DGPCPE in writing and in a timely manner, each time it receives a reimbursement from one of its providers, specifying the name of the Mexican national to whom the service was provided, the prison, the U.S. state in which the criminal proceeding is conducted and indicating whether it is a state or federal case, the consular representation in charge of following up on the case, the amount of funds reimbursed and the reason for the refund.

The reimbursements made by the providers of the Program—derived from expenditures not properly verified in accordance with the observations made by DGPCPE—must be incorporated, as the case may be, to the list of credits and debits of the current contractual period, or the corresponding check must be issued for its deposit to the IOLTA account of the Program, within a period not exceeding 60 (sixty) calendar days after the final opinion issued by DGPCPE.

Such reimbursements shall be incorporated into the budget of the present contract and may only be used during its term in order to achieve the purpose of the contract.

In the event that at the end of the term of the present contract there are any remaining funds from the reimbursements of the current contractual period in the IOLTA account, the Program must transfer them to the Consulate of Mexico in Tucson, Arizona, in accordance with the provisions of clause 4.7 of this contract.

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3.2. The obligation of SRE will be to deposit in eleven installments the total amount of \$18,360,000.00 dollars (eighteen million three hundred sixty thousand U.S. dollars) into the account of the Consulate of Mexico in Tucson, Arizona, which shall deposit or transfer the funds into the IOLTA bank account referred to in numeral 3.1.21, established for this purpose, by check or electronic funds transfer.

The foregoing is in accordance with the following table:

Payment Date	Amount	
December 2023	\$2,000,000.00 usd	(Two million U.S. dollars)
March 2024	\$1,700,000.00 usd	(One million seven hundred thousand U.S. dollars)
June 2024	\$1,700,000.00 usd	(One million seven hundred thousand U.S. dollars)
September 2024	\$1,600,000.00 usd	(One million six hundred thousand U.S. dollars)
November 2024	\$1,600,000.00 usd	(One million six hundred thousand U.S. dollars)
March 2025	\$1,600,000.00 usd	(One million six hundred thousand U.S. dollars)
June 2025	\$1,600,000.00 usd	(One million six hundred thousand U.S. dollars)
September 2025	\$1,600,000.00 usd	(One million six hundred thousand U.S. dollars)
November 2025	\$1,600,000.00 usd	(One million six hundred thousand U.S. dollars)
March 2026	\$1,680,000.00 usd	(One million six hundred eighty thousand U.S. dollars)
June 2026	\$1,680,000.00 usd	(One million six hundred eighty thousand U.S. dollars)

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4. Funds management

The amount mentioned in clause 3.2 will cover the costs, general expenses and legal fees of the Program from December 1, 2023, until November 30, 2026. The funds shall be allocated and disbursed as described in the “Budgetary Requirements of the Mexican Capital Legal Assistance Program (MCLAP)” (Annex III).

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4.1. The Executive Program Director may transfer funds between any of the concepts included in Annex III in order to meet the needs of the Program as a whole, with the exception of “Fees of Executive Program Director;” which cannot exceed the following amounts:

December 1, 2023, to November 30, 2024	December 1, 2024, to November 30, 2025	December 1, 2025, to November 30, 2026
\$702,000.00 usd (Seven hundred two thousand U.S. dollars)	\$702,000.00 usd (Seven hundred two thousand U.S. dollars)	\$734,400.00 usd (Seven hundred thirty-four thousand four hundred U.S. dollars)

The total amount transferred between concepts shall not exceed \$1,652,400.00 dollars (one million six hundred fifty-two thousand four hundred U.S. dollars), equivalent to 9% of the budget. In the event that the Program requires a transfer of greater amounts, the Executive Director of the Program will submit a written request for approval, duly substantiated, to DGPCPE for its evaluation.

After the aforementioned evaluation by DGPCPE, the latter will issue the corresponding written authorization or denial.

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4.2. The costs, as opposed to legal fees, that are anticipated to be paid by Kuykendall & Associates include but are not limited to: long-distance telephone calls, videotelephony, postage, shipping, facsimiles, photocopies, subscriptions to digital information and communication platforms, transportation, lodging, travel expenses for attorneys, experts and/or investigators, mitigation specialists, paralegals and other professionals, computerized legal research, payments to lobbying firms, and scanning, storage and organization of documents and related costs, as well as any other cost related to the management of the Program.

4.3. Gregory J. Kuykendall has agreed to reduce his ordinary hourly rate for SRE to be able to assist in as many of the Program’s cases as possible. Gregory J. Kuykendall will charge the Government of the United Mexican States a preferential hourly rate to compensate him for assuming the responsibilities of Executive Director of the Program during the term of the present contract, according to the following chart:

December 1, 2023, to November 30, 2024	December 1, 2024, to November 30, 2025	December 1, 2025, to November 30, 2026
\$325.00 usd (Three hundred twenty-five U.S. dollars)	\$325.00 usd (Three hundred twenty-five U.S. dollars)	\$340.00 usd (Three hundred forty U.S. dollars)

4.4. The Program will pay its attorneys in accordance with their level of experience, according to the following preferential rates:

December 1, 2023, to November 30, 2024	December 1, 2024, to November 30, 2025	December 1, 2025, to November 30, 2026
Up to \$240.00 usd (Up to two hundred forty U.S. dollars)	Up to \$240.00 usd (Up to two hundred forty U.S. dollars)	Up to \$255.00 usd (Up to two hundred fifty-five U.S. dollars)

4.5. The payment of fees to attorneys, legal firms, lobbying firms or NGOs with which they are affiliated, as well as experts and/or investigators, mitigation specialists and other professionals will be subject to their individual expertise, as well as the local practices where they are hired.

4.6. All other Program personnel will receive compensation based on their expertise, according to the following rates:

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	December 1, 2023, to November 30, 2024	December 1, 2024, to November 30, 2025	December 1, 2025, to November 30, 2026
Deputy Director	\$275.00 usd (Two hundred seventy-five U.S. dollars)	\$275.00 usd (Two hundred seventy-five U.S. dollars)	\$285.00 usd (Two hundred eighty-five U.S. dollars)
Operations Director	\$120.00 usd (One hundred twenty U.S. dollars)	\$120.00 usd (One hundred twenty U.S. dollars)	\$120.00 usd (One hundred twenty U.S. dollars)
Finance Director	\$120.00 usd (One hundred twenty U.S. dollars)	\$120.00 usd (One hundred twenty U.S. dollars)	\$120.00 usd (One hundred twenty U.S. dollars)
Paralegals	Up to \$125.00 usd (Up to one hundred twenty-five U.S. dollars)	Up to \$125.00 usd (Up to one hundred twenty-five U.S. dollars)	Up to \$135.00 usd (Up to one hundred thirty-five U.S. dollars)
Program and Finance Coordinators	Up to \$90.00 usd (Up to ninety U.S. dollars)	Up to \$90.00 usd (Up to ninety U.S. dollars)	Up to \$90.00 usd (Up to ninety U.S. dollars)
Clerks	Up to \$50.00 usd (Up to fifty U.S. dollars)	Up to \$50.00 usd (Up to fifty U.S. dollars)	Up to \$50.00 usd (Up to fifty U.S. dollars)

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4.6.1. The Deputy Director will be chosen by the Executive Program Director, will report directly to him, and will support him in the planning and implementation of the Program’s initiatives and legal strategies, communication and consultation with Program personnel and other parties, management of the Program’s financial and human resources, and other responsibilities as assigned by the Executive Program Director.

4.6.2. The Operations Director, who will report directly to the Executive Program Director, will oversee all administrative operations and be responsible for the development and implementation of operational procedures and policies in four principal areas: 1) administrative compliance and reporting, 2) implementation of initiatives to provide assistance to defense teams, 3) management of administrative and case information, and 4) supervision of Program coordinators and close collaboration with other Directors, as set out below:

- 1) Administrative compliance and reporting includes ensuring compliance with the administrative aspects of the Executive Program Director’s contract with SRE; determining reporting and procedural policies in coordination with DGPCPE; developing protocols for compliance and guiding communication of and adherence to those protocols; governing creation and production of reports and other informational vehicles; and overseeing communication with SRE and consular personnel.
- 2) To implement initiatives to assist defense teams, the Operations Director will identify training opportunities for defense teams and facilitate their attendance; collaborate with

other Program personnel to develop training seminars for defense teams and Program and consular personnel; supervise the operational aspects of training and legal initiatives; and advise Program attorneys and defense teams regarding protocols to obtain consular assistance.

- 3) The Operations Director will analyze administrative and case information management needs and oversee the implementation of new technologies to meet those needs; establish file-organization procedures; and oversee the maintenance and updating of the case information database.
- 4) The Operations Director will train and supervise the Program coordinators as they carry out the implementation of these and other activities and will provide direction regarding all administrative operations. In addition, the Operations Director will collaborate closely with the Directors to plan spending and address other global Program concerns.

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4.6.3. The Finance Director, who will report directly to the Executive Program Director, will manage and oversee financial operations and carry out responsibilities in four principal areas: 1) financial compliance and reporting, 2) budgeting, forecasting and planning, 3) financial information management initiatives and systems, and 4) accounting activities and reconciliation, as set out below:

- 1) Financial compliance and reporting include ensuring compliance with financial aspects of the Executive Program Director's contract with SRE; ensuring all vendors' compliance with billing requirements; managing and monitoring vendor contracts; and overseeing the creation and production of financial reports to SRE.
- 2) The area of budgeting, forecasting and planning includes allotting funds for projects; developing annual financial plans and projections; establishing budgets in accordance with Program requirements; conducting analysis of financial risks and benefits on various initiatives; analyzing and modeling financial data; conducting monthly financial assessments; generating reports to be submitted to the Directors; and partnering with the Directors on strategic planning and initiatives and collaborating with them to ensure financial stability.
- 3) The Finance Director will analyze and assess technology-based solutions to assist with accuracy and efficiency and will design and program software applications to support financial tasks.
- 4) The Finance Director will manage and oversee all accounting activities, including training and supervision of the Finance Coordinator.

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4.6.4. Paralegals will carry out certain aspects of legal work, including cataloguing files, creating digests of transcripts and reports, seeking out case information that is missing or in need of development, and preparing legal documents, while working closely with supervising attorneys to meet deadlines.

The specialized bilingual paralegals will also translate interview transcripts and text log entries, transcribe and translate audio and video recordings, and verify the accuracy of existing translations. Each paralegal's rate of pay will be commensurate with their experience and qualifications.

4.6.5. Program Coordinators will implement the Program's operational policies and procedures, handling a wide variety of tasks that are necessary for the day-to-day functioning of the Program. With the guidance of the Operations Director, the Program Coordinators will carry out activities including the following:

- 1) Facilitate the exchange of information between Program personnel, consular personnel and that of various areas of SRE by drafting official communications; managing

periodic Program attorney reports to DGPCPE and consulates; organizing information from case files to create reports and memos; maintaining logs and other documents to track case information and deadlines; conferring with Program, SRE and consular personnel; maintaining a database of extensive case information; implementing procedures to open and close case files; and fulfilling requests for Program manuals.

- 2) Provide assistance to defense teams by overseeing the fulfillment to the extent possible of defense teams' requests for assistance from consulates and SRE offices in Mexico; translating documents for Program attorneys and defense teams; and planning and coordinating the logistical aspects of training events.
- 3) Program Coordinators are also responsible for electronically filing emails and documents related to Program cases based on their contents and using specific criteria for classifying items in each folder and subfolder of the case files.

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4.6.6. The Finance Coordinator will: 1) review invoices for compliance with auditing requirements, enter and allocate invoices in the accounting software, draft fee agreements and payment letters, prepare the quarterly budget report for DGPCPE, 2) assist with the creation, review and validation of budgeting and spending data, 3) communicate with vendors on all aspects of the contracting, invoicing and payment process, and 4) partner with the Finance Director to define, communicate and implement the standards for documentation of Program expenditures.

4.6.7. Clerks will handle clerical tasks that include scanning documents, uploading documents to case files, and processing incoming and outgoing mail.

4.7. At the expiration date of this contract, any remaining balance in the IOLTA bank account will be returned to the Consulate of Mexico in Tucson, Arizona, in a period not to exceed 60 (sixty) calendar days after the expiration date of the contract.

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This period of 60 (sixty) calendar days will also be used by the Executive Program Director to pay any outstanding bills related to expenses or legal fees generated before the expiration of the contract.

The Consulate of Mexico in Tucson, Arizona, must return these reimbursements to the Mexican Federal Treasury through DGPOP, in accordance with the provisions of the *LFPyRH*, informing DGPCPE in a timely manner.

5. The Program

5.1. The parties acknowledge that it is impossible to predict the number of Mexican nationals who will require Program assistance, therefore:

5.1.1. Once a case is included in the Program, the Executive Program Director will determine how to best defend the interests of the Mexican national, whether with the assistance of attorneys, experts and/or investigators, mitigation specialists, paralegals or other professionals. The determination of interest will be carried out in accordance with the terms of this contract.

5.2. The Program will carry out the administration, accounting, preparation of invoices, verification of fees and costs, payment of services, and other accounting evidence in accordance with the accepted and customary legal practices in the United States for accounting and bookkeeping, without contravening the provisions of Mexican law.

5.3. Any request of the Program should be made through DGPCPE.

5.4. DGPCPE designates as responsible for the following activities:

Incorporation and/or exclusion of cases

- Authorize the Program’s requests regarding the incorporation into and/or exclusion from the Program of cases of Mexican nationals facing criminal proceedings in the United States that could result in the imposition of a death sentence, those contained in the *Avena* Judgment of the International Court of Justice and/or those who have been sentenced to death:
 - *General Director of DGPCPE or the designated person in cases of authorized temporary absence*
 - *Coordinator of Protection and Legal Programs in the United States of America of DGPCPE*
 - *Director of Protection for the United States of America of DGPCPE*

- Evaluate the Program’s requests regarding the incorporation into and/or exclusion from the Program of cases of Mexican nationals facing criminal proceedings in the United States that could result in the imposition of a death sentence, those contained in the *Avena* Judgment of the International Court of Justice and/or those who have been sentenced to death:
 - *Coordinator of Protection and Legal Programs in the United States of America of DGPCPE*
 - *Director of Protection for the United States of America of DGPCPE*
 - *Deputy Director of Protection in Human Rights and Legal Programs of DGPCPE*
 - *Liaison for the monitoring of the Mexican Capital Legal Assistance Program of DGPCPE*

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Case monitoring

- Supervise DGPCPE personnel to ensure they duly follow up on the cases of Mexican nationals facing criminal proceedings in the United States that could result in the imposition of a death sentence, those contained in the *Avena* Judgment of the International Court of Justice and/or those who have been sentenced to death, that are incorporated into the Program:
 - *General Director of DGPCPE or the designated person in cases of authorized temporary absence*
 - *Coordinator of Protection and Legal Programs in the United States of America of DGPCPE*

- Follow up on the cases of Mexican nationals facing criminal proceedings in the United States that could result in the imposition of a death sentence, those contained in the *Avena* Judgment of the International Court of Justice and/or those who have been sentenced to death, that are incorporated to the Program:
 - *Director of Protection for the United States of America of DGPCPE*
 - *Deputy Director of Protection in Human Rights and Legal Programs of DGPCPE*
 - *Liaison for the monitoring of the Mexican Capital Legal Assistance Program of DGPCPE*

- Authorize the draft pleadings, letters and other communications (subpoenas, affidavits, *amicus curiae*, among others) prepared by the Program and addressed to different federal and state authorities in Mexico and the United States, as well as to any government, international entity or non-governmental organization, so that they may be employed in favor of the cases incorporated into the Program:
 - *General Director of DGPCPE or the designated person in cases of authorized temporary absence*
 - *Coordinator of Protection and Legal Programs in the United States of America of DGPCPE*

- Evaluate the draft pleadings, letters and other communications (subpoenas, affidavits, *amicus curiae*, among others) prepared by the Program and addressed to different federal and state authorities in Mexico and the United States, as well as to any government, international entity or non-governmental organization, so that they may be employed in favor of the cases incorporated into the Program:
 - *Coordinator of Protection and Legal Programs in the United States of America of DGPCPE*
 - *Director of Protection for the United States of America of DGPCPE*
 - *Deputy Director of Protection in Human Rights and Legal Programs of DGPCPE*
 - *Liaison for the monitoring of the Mexican Capital Legal Assistance Program of DGPCPE*
- Authorize and issue instructions to consular representations of Mexico in the United States to carry out various procedures in favor of the cases incorporated into the Program:
 - *General Director of DGPCPE or the designated person in cases of authorized temporary absence*
 - *Coordinator of Protection and Legal Programs in the United States of America of DGPCPE*
 - *Director of Protection for the United States of America of DGPCPE*
- Evaluate and propose various actions that could be carried out in favor of the cases incorporated into the Program:
 - *Coordinator of Protection and Legal Programs in the United States of America of DGPCPE*
 - *Director of Protection for the United States of America of DGPCPE*
 - *Deputy Director of Protection in Human Rights and Legal Programs of DGPCPE*
 - *Head of Protection Department in Capital Matters of DGPCPE*
 - *Liaison for the monitoring of the Mexican Capital Legal Assistance Program of DGPCPE*
- Address requests made in the System of Consular Protection regarding the cases incorporated into the Program and follow up on the legal process of the same:
 - *Deputy Director of Protection in Human Rights and Legal Programs of DGPCPE*
 - *Head of Protection Department in Capital Matters of DGPCPE*
 - *Liaison for the monitoring of the Mexican Capital Legal Assistance Program of DGPCPE*

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Verification of funds disbursed by the Program

- Supervise DGPCPE personnel to ensure they receive, review and reconcile the quarterly reports prepared by the Program, issuing, when required, observations to the Program to clarify or support the expenditures made:
 - *General Director of DGPCPE or the designated person in cases of authorized temporary absence*
 - *Coordinator of Protection and Legal Programs in the United States of America of DGPCPE*
- Receive, review and reconcile the quarterly reports prepared by the Program, issuing, when required, observations to the Program to clarify or support the expenditures made, giving the corresponding follow-up:
 - *Director of Protection for the United States of America of DGPCPE*
 - *Deputy Director of Protection in Human Rights and Legal Programs of DGPCPE*
 - *Head of Protection Department in Capital Matters of DGPCPE*

Delivery of funds to the Program

- Authorize the remittance of funds corresponding to the eleven installments stipulated in the current contract to be deposited or transferred to the Program's IOLTA account, requesting the acknowledgment of receipt verifying their reception:

- *General Director of DGPCPE or the designated person in cases of authorized temporary absence*
- *Coordinator of Protection and Legal Programs in the United States of America of DGPCPE*
- *Director of Protection Processes and Institutional Programs of DGPCPE*
- Monitor that the funds authorized with respect to the eleven installments stipulated in the current contract are deposited or transferred to the Program's IOLTA account and confirm that the acknowledgment of receipt verifying their reception is obtained:
 - *Director of Protection for the United States of America of DGPCPE*
 - *Director of Protection Processes and Institutional Programs of DGPCPE*
 - *Deputy Director of Protection in Human Rights and Legal Programs of DGPCPE*
 - *Head of Protection Department in Capital Matters of DGPCPE*

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Management and administration of Program resources

- Authorize the requests made by the Program to assume direct representation of cases included in the Program:
 - *General Director of DGPCPE or the designated person in cases of authorized temporary absence*
 - *Coordinator of Protection and Legal Programs in the United States of America of DGPCPE*
- Evaluate the requests made by the Program to assume direct representation of cases incorporated into the Program:
 - *Director of Protection for the United States of America of DGPCPE*
 - *Deputy Director of Protection in Human Rights and Legal Programs of DGPCPE*
 - *Head of Protection Department in Capital Matters of DGPCPE*

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It is specified that the aforementioned positions are currently held by the following persons:

DGPCPE

- *Vanessa Calva Ruiz, General Director of DGPCPE, +52 55 3686-5855, vcalva@sre.gob.mx*
- *Silvestre Guillermo Reyes Castro, Coordinator of Protection and Legal Programs in the United States of America of DGPCPE, +52 55 3686-5862, greyes@sre.gob.mx*
- *Luis Benjamin Lara Escobedo, Director of Protection for the United States of America of DGPCPE, +52 55 3686-5880, lblara@sre.gob.mx*
- *Adriana Soto Yáñez, Director of Protection Processes and Institutional Programs of DGPCPE, +52 55 3686-5860, asotoy@sre.gob.mx*
- *Judith Escobar Carré, Deputy Director of Protection in Human Rights and Legal Programs of DGPCPE, +52 55 3686-5881, jescobar@sre.gob.mx*
- *Karla Mariana Fernández Mendoza, Head of Protection Department in Capital Matters of DGPCPE, +52 55 3686-5855 Ext. 7550, kfernandez@sre.gob.mx*
- *Hugo Adrián Campos Hernández, Liaison for the monitoring of the Mexican Capital Legal Assistance Program of DGPCPE, +52 55 3686-5855 Ext. 7548, hcampos@sre.gob.mx*

5.4.1. The Consulate of Mexico in Tucson, Arizona, designates as responsible for the following activities:

Receipt and delivery of the Program's quarterly reports related to the verification of the funds disbursed

- Send to DGPCPE the quarterly reports prepared by the Program regarding the disbursement of funds and
- Transmit to the Program the observations made by DGPCPE to the quarterly reports and send to DGPCPE the Program's responses to those observations.

➤ *Head of the Consulate of Mexico in Tucson or the designated person in cases of authorized temporary absence*

- Receive from the Program and acknowledge receipt of the quarterly reports regarding the disbursement of funds and
- Receive the observations made by DGPCPE to the Program's quarterly reports and the Program's responses to those observations.

➤ *Administrator of the Consulate of Mexico in Tucson*

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Control of deposits or funds transfers to the Program's IOLTA account

- Supervise personnel of the Consulate of Mexico in Tucson, Arizona, to ensure they obtain from the Program the acknowledgments of receipt of the funds deposited or transferred to the Program's IOLTA account, corresponding to the eleven installments stipulated in the contract:

➤ *Head of the Consulate of Mexico in Tucson or the designated person in cases of authorized temporary absence*

- Obtain from the Program the acknowledgments of receipt of the funds deposited or transferred to the Program's IOLTA account, corresponding to the eleven installments stipulated in the contract:

➤ *Administrator of the Consulate of Mexico in Tucson*

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Obtaining the Program's professional liability insurance policy

- Obtain a copy of the current professional liability insurance policy for negligent professional performance (malpractice) from the contracted provider, during the 20 (twenty) calendar days following the renewal of the policy and send it to DGPCPE.

➤ *Head of the Consulate of Mexico in Tucson or the designated person in cases of authorized temporary absence*

➤ *Administrator of the Consulate of Mexico in Tucson*

It is specified that the aforementioned positions are currently held by the following persons:

➤ *Rafael Barceló Durazo, Head of the Consulate of Mexico in Tucson, +1 520-882-5595 Ext. 401, +1 520-990-3347, rbarcelo@sre.gob.mx*

➤ *Isaac Quezada Uriarte, Administrator of the Consulate of Mexico in Tucson, +1 520-882-5595 Ext. 407, iquezada@sre.gob.mx*

5.4.2. The Executive Program Director designates as responsible for the following activities:

Incorporation and/or exclusion of cases

- Evaluate and authorize the transmission of requests to DGPCPE for incorporation into and/or exclusion from the Program of cases of Mexican nationals facing criminal proceedings in the United States that could result in the imposition of a death sentence, those included in the *Avena* Judgment of the International Court of Justice and/or those who are sentenced to death:

➤ *Executive Program Director or the designated person in cases of authorized temporary absence*

➤ *Operations Director of MCLAP*

- Prepare the requests for incorporation into and/or exclusion from the Program of cases of Mexican nationals facing criminal proceedings in the United States that could result

in the imposition of a death sentence, those included in the *Avena* Judgment of the International Court of Justice and/or those who are sentenced to death:

- *Operations Director of MCLAP*
- *Program Paralegal / Coordinator I of MCLAP*
- *Program Paralegal / Coordinator II of MCLAP*

- Implement procedures to open and close case files, including creating and organizing systemized case folders, gathering, translating and creating documents, and providing information to the Program attorneys assigned to the cases:

- *Operations Director of MCLAP*
- *Program Paralegal / Coordinator I of MCLAP*
- *Program Paralegal / Coordinator II of MCLAP*
- *Program Paralegal / Coordinator III of MCLAP*
- *Program Coordinator IV of MCLAP*

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Case Monitoring

- Verify that Program personnel provide DGPCPE with the information it requests regarding the cases of Mexican nationals facing criminal proceedings in the United States that could result in the imposition of a death sentence, those contained in the *Avena* Judgment of the International Court of Justice and/or those who have been sentenced to death, that are incorporated into the Program:

- *Executive Program Director or the designated person in cases of authorized temporary absence*
- *Operations Director of MCLAP*

- Provide to the designated DGPCPE personnel the information they request regarding the cases of Mexican nationals facing criminal proceedings in the United States of America that could result in the imposition of a death sentence, those contained in the *Avena* Judgment of the International Court of Justice and/or those who have been sentenced to death, that are incorporated into the Program:

- *Operations Director of MCLAP*
- *Program Paralegal / Coordinator I of MCLAP*
- *Program Paralegal / Coordinator II of MCLAP*
- *Program Paralegal / Coordinator III of MCLAP*

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- Evaluate and authorize the transmission to DGPCPE of draft pleadings, letters and other communications (subpoenas, affidavits, *amicus curiae*, among others) addressed to different federal and state authorities in Mexico and the United States, as well as to any government, international entity or non-governmental organization, so that they may be employed in favor of the cases incorporated into the Program:

- *Executive Program Director or the designated person in cases of authorized temporary absence*
- *Operations Director of MCLAP*

- Prepare communications related to authorization requests regarding draft pleadings, letters and other communications (subpoenas, affidavits, *amicus curiae*, among others) addressed to different federal and state authorities in Mexico and the United States, as well as to any government, international entity or non-governmental organization, so that they may be employed in favor of the cases incorporated into the Program:

- *Operations Director of MCLAP*
- *Program Paralegal / Coordinator I of MCLAP*
- *Program Paralegal / Coordinator II of MCLAP*
- *Program Paralegal / Coordinator III of MCLAP*

- Evaluate and authorize the transmission of communications to the consular representations of Mexico in the United States to carry out various procedures in favor of the cases incorporated into the Program, as well as those that may be incorporated into it:
 - *Executive Program Director or the designated person in cases of authorized temporary absence*
 - *Operations Director of MCLAP*

- Prepare communications to the consular representations of Mexico in the United States to carry out various procedures in favor of the cases incorporated into the Program, as well as those that may be incorporated into it:
 - *Operations Director of MCLAP*
 - *Program Paralegal / Coordinator I of MCLAP*
 - *Program Paralegal / Coordinator II of MCLAP*
 - *Program Paralegal / Coordinator III of MCLAP*

- Maintain and update the Program's database of information regarding cases attended to by the Program, including data regarding consular notification, the facts of the alleged homicide, circumstances of the arrest, defense lawyers and other relevant issues:
 - *Operations Director of MCLAP*
 - *Program Coordinator IV of MCLAP*

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Verification of funds disbursed by the Program

- Verify that Program personnel prepare and send quarterly reports to DGPCPE:
 - *Executive Program Director or the designated person in cases of authorized temporary absence*
 - *Finance Director of MCLAP*

- Review quarterly reports prepared by the Program, related to the verification of the funds disbursed:
 - *Finance Director of MCLAP*

- Prepare quarterly reports related to the verification of funds disbursed by the Program:
 - *Finance Director of MCLAP*
 - *Finance Coordinator of MCLAP*

- Evaluate and authorize the transmission to the Consulate of Mexico in Tucson, Arizona, of the responses to the observations made by DGPCPE to the quarterly reports and duly follow up on them:
 - *Executive Program Director or the designated person in cases of authorized temporary absence*
 - *Finance Director of MCLAP*
 - *Operations Director of MCLAP*

- Prepare responses to the observations made by DGPCPE to the quarterly reports:
 - *Finance Director of MCLAP*
 - *Operations Director of MCLAP*
 - *Finance Coordinator of MCLAP*
 - *Program Paralegal / Coordinator II of MCLAP*

- Define, communicate and implement the standards for documentation of Program expenditures:

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- *Finance Director of MCLAP*
- *Finance Coordinator of MCLAP*

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Receipt of funds in the Program's IOLTA account

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- Verify that the funds corresponding to the eleven installments stipulated in the contract are deposited or transferred to the IOLTA account:
 - *Executive Program Director or the designated person in cases of authorized temporary absence*
 - *Finance Director of MCLAP*
- Issue to the Consulate of Mexico in Tucson, Arizona, the acknowledgments of receipt of the funds deposited or transferred to the IOLTA account, corresponding to the eleven installments stipulated in the contract:
 - *Executive Program Director or the designated person in cases of authorized temporary absence*
- Send to the Consulate of Mexico in Tucson, Arizona, the acknowledgments of receipt of the funds deposited or transferred to the IOLTA account, corresponding to the eleven installments stipulated in the contract:
 - *Program Paralegal / Coordinator II of MCLAP*
 - *Program Paralegal / Coordinator III of MCLAP*

Management and administration of Program resources

- Evaluate and authorize the transmission of requests to DGPCPE to assume direct representation of cases incorporated into the Program:
 - *Executive Program Director or the designated person in cases of authorized temporary absence*
 - *Operations Director of MCLAP*
 - *Finance Director of MCLAP*
- Prepare requests to assume direct representation of cases incorporated into the Program:
 - *Operations Director of MCLAP*
 - *Finance Director of MCLAP*
 - *Program Paralegal / Coordinator I of MCLAP*
 - *Program Paralegal / Coordinator II of MCLAP*
 - *Program Paralegal / Coordinator III of MCLAP*
- Authorize contracts to be executed with experts, investigators, mitigation specialists and other professionals that comply with the requirements established in this contract:
 - *Executive Program Director or the designated person in cases of authorized temporary absence*
- Evaluate requests for funding for the services of experts, investigators, mitigation specialists and other professionals to benefit cases incorporated into the Program:
 - *Executive Program Director or the designated person in cases of authorized temporary absence*
 - *Finance Director of MCLAP*
 - *Operations Director of MCLAP*
- Prepare the drafts of contracts to be executed with experts, investigators, mitigation specialists and other professionals for the review and eventual authorization of the Executive Program Director that comply with the requirements established in this contract, and ensure that the aforementioned service providers fulfill such requirements:

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- *Finance Director of MCLAP*
- *Finance Coordinator of MCLAP*
- *Program Paralegal / Coordinator I of MCLAP*

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- Create, review and validate budgeting and spending data, and generate financial planning reports:

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- *Finance Director of MCLAP*
- *Finance Coordinator of MCLAP*

Paralegal and clerical services

- Provide supporting legal services to attorneys, including but not limited to the following: prepare legal documents, catalogue files, create digests of transcripts and reports, translate interview transcripts and text log entries, transcribe and translate audio and video recordings, and verify the accuracy of existing translations:

- *Program Paralegal / Coordinator I of MCLAP*
- *Program Paralegal / Coordinator II of MCLAP*
- *Program Paralegal / Coordinator III of MCLAP*

- Provide supporting clerical services to attorneys, including but not limited to the following: scan documents, upload documents to case files, and process incoming and outgoing mail:

- *Clerk of MCLAP*

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Program Evaluation

- Evaluate and authorize the transmission to DGPCPE of the global report of activities and cases incorporated into the Program and the corresponding executive summary:

- *Executive Program Director or the designated person in cases of authorized temporary absence*
- *Operations Director of MCLAP*

- Prepare the global report of activities and cases incorporated into the Program and the corresponding executive summary:

- *Executive Program Director or the designated person in cases of authorized temporary absence*
- *Operations Director of MCLAP*
- *Finance Director of MCLAP*
- *Program Paralegal / Coordinator I of MCLAP*
- *Program Paralegal / Coordinator II of MCLAP*
- *Program Paralegal / Coordinator III of MCLAP*

It is specified that the aforementioned positions of the Program are currently held by the following persons:

- *Gregory Kuykendall, Executive Program Director, +1 520-792-8033 Ext. 1001, greg@kuykendall-law.com*
- *Andrea Richardson, Operations Director of MCLAP, +1 608-767-2909, andrea@kuykendall-law.com*
- *Ruth Ann Valdivia, Finance Director of MCLAP, +1 541-497-0624, admin@kuykendall-law.com*
- *Militza Vaughn, Finance Coordinator of MCLAP, +1 520-484-3370, paralegal@kuykendall-law.com*
- *Marisol Thomas, Program Paralegal / Coordinator I of MCLAP, +1 520-289-7128, asste@kuykendall-law.com*
- *Milton Celaya, Program Paralegal / Coordinator II of MCLAP, +1 520-269-0793, asste@kuykendall-law.com*

- *Gabriela Rodriguez Clark, Program Paralegal / Coordinator III of MCLAP, +1 520-339-4797, assta@kuykendall-law.com*
- *Rebeca Chacón, Program Coordinator IV of MCLAP, +1 608-767-2654, asstl@kuykendall-law.com*
- *Greg Colburn, Clerk of MCLAP, +1 520-792-8033 Ext. 1005, asstg@kuykendall-law.com*

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5.4.3. The official communications between the parties will be established through emails dgpmexterior@sre.gob.mx ; dgcjuridica@sre.gob.mx ; contucson@sre.gob.mx and mclap@kuykendall-law.com .

5.4.4. The Program personnel referred to above, with the exception of the Executive Program Director, are not legally or financially responsible for the content of the contract.

5.4.5. In the case of temporary absences, DGPCPE, the Consulate of Mexico in Tucson, Arizona, and the Executive Program Director must add to official communications a copy of the designation of the responsible party or indicate in the text of the communication the date and number of the communication by which the designation of the responsible party is authorized.

5.4.6. DGPCPE, the Consulate of Mexico in Tucson, Arizona, and the Executive Program Director will inform one another within the first five business days via official email, when there is permanent replacement of the aforementioned persons in clauses 5.4, 5.4.1 and 5.4.2.

6. General Provisions

6.1. The term of the contract will be from December 1, 2023, to November 30, 2026. However, either party to this contract can terminate it before that date.

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The parties agree that no legal fees or expenditures derived from this contract will be generated after the termination date other than those necessary to terminate expenditures that the Executive Program Director has contractually obligated himself to pay in accordance with this contract.

6.2. The parties may enter into Addendums to the present contract to extend the term and/or increase it up to 20% of the original amount, as well as those that help to achieve the purpose of the contract, without contravening it.

6.3. The parties may terminate the present contract at any time, without incurring any liability, through written notification of their intention at least 60 (sixty) calendar days in advance. Upon the expiration of the notification, the present contract, as well as all the obligations and responsibilities arising from it, will terminate automatically.

During said period of 60 (sixty) calendar days, the Executive Program Director and the Program personnel referred to in clause 5.4.2 will continue to be compensated under the terms of the contract, as will the multiple vendors with whom he had contracted obligations before the notification of termination of the contract.

6.4. In the event of termination of the contract under the terms of clauses 6.1 and 6.3, the Executive Program Director is obligated to return to the Consulate of Mexico in Tucson, Arizona, within a term no longer than 60 (sixty) calendar days from the termination date of the contract, the unused funds of the IOLTA account.

The Executive Program Director shall not commit funds after the date of the written notification of intention to terminate the contract, except those with previous written authorization from DGPCPE, and those commitments made prior to the notification.

6.5. The Head of the Consulate of Mexico in Tucson, Arizona, and the Executive Program Director will attempt to resolve through good faith negotiations any dispute or difference derived from the interpretation or fulfillment of the present contract, as well as any other related to it.

6.6. Any disputes or controversies between the parties arising from interpretation and fulfillment of the contract shall be resolved in the United States District Court for the District of Arizona.

6.7. From the date of termination of the contract, the Executive Program Director will submit to DGPCPE, within a term no longer than 17 (seventeen) calendar days, counted from the date of termination of the contract, a global report and an executive summary of the activities and cases incorporated into the Program.

6.8. In the event that the Executive Program Director is unable to continue exercising that position, the responsibility for directing the Program until the completion of the term of the contract shall be assumed by the person appointed by the parties by mutual agreement. That person must be an attorney who is or was part of the Program with sufficient experience to direct and coordinate it.

6.9. Nothing in the present contract shall constitute or be interpreted as an implicit or explicit waiver or a surrender of the rights, privileges and/or immunities afforded to the Government of the United Mexican States or the Consulate of Mexico in Tucson, Arizona, under international law, the Vienna Convention on Diplomatic Relations, the Vienna Convention on Consular Relations or the Foreign Sovereign Immunities Act. To the extent that the provisions of the present contract conflict with the provisions of the said instruments, the terms of the latter shall govern.

6.10. During the term of the contract, services will be provided to the cases formally incorporated into the Program—listed in Annex IV—as well as those that arise in the period from December 1, 2023, to November 30, 2026.

6.11. The Head of the Consulate of Mexico in Tucson, Arizona, the Executive Program Director, as well as those who sign/serve as witnesses attach copies of the respective official identifications, as Annex V.

6.12. The present contract is signed in Spanish and English, in quintuplicate. In case of controversy, the English version will prevail.

Date: December 7th, 2023.




Gregory J. Kuykendall
On behalf of the law firm of Gregory J. Kuykendall,
P.C. doing business as Kuykendall & Associates
Executive Program Director



Representing the SRE
Rafael Barceló Durazo
Head of the Consulate of Mexico
in Tucson, Arizona



Milton Celaya
Paralegal/Coordinator II of MCLAP
Witness of the
Executive Program Director



Lee Polo Wong Medina
Deputy Consul of the Consulate of Mexico
in Tucson, Arizona
Witness of the
Head of the Consulate of Mexico
in Tucson, Arizona



Seal of the Consular Representation

EXPEDITED

**ARTICLES OF INCORPORATION
OF
GREGORY J. KUYKENDALL, P.C.
An Arizona Professional Corporation
A.R.S. §10-2201 et seq.**

AZ CORP COMMISSION
OF THE STATE OF AZ
FILED

1998 JUL 29 P 4 53
J. B. Burtwell
APPR. _____
DATE APPR. 8/19
TERM _____
DATE _____
0847779-8

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1. Name.

The name of the Corporation is *OKOK* GREGORY J. KUYKENDALL, P.C.

2. Purpose.

The purpose for which this Corporation is organized is the conduct of a legal practice and the rendering of professional legal services and services ancillary thereto.

8-19-98
[Signature]
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3. Authorized Capital.

The Corporation shall have authority to issue 1,000 shares of Common Stock.

4. Known Place of Business.

The street address of the known place of business of the Corporation is:

145 S. Sixth Avenue
Tucson, Arizona 85701

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5. Statutory Agent.

The name and address of the statutory agent of the Corporation is:

Gregory J. Kuykendall
145 S. Sixth Avenue
Tucson, Arizona 85701

6. Board of Directors.

The initial board of directors shall consist of a single director who shall be a lawyer licensed by the State of Arizona to practice law. The name and address of the person who is to serve as the director until the first annual meeting of shareholders or until his successor is elected and qualifies is:

Gregory J. Kuykendall
145 S. Sixth Avenue
Tucson, Arizona 85701



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The number of persons to serve on the board of directors thereafter shall be fixed by the Bylaws; provided that at least one-half (1/2) of all directors of the Corporation shall be licensed to practice law in the State of Arizona.

7. Officers.

The single officer of the Corporation, who shall at the pleasure of the director(s) is:

Gregory J. Kuykendall, President

The President shall be a person authorized to practice law in the State of Arizona.

8. Incorporators. (Minimum of one.)

The name and address of the incorporator is:

Robert M. Rauh
2401 E. Speedway Blvd.
Tucson, Arizona 85719

All powers, duties and responsibilities of the incorporators shall cease at the time of delivery of these Articles of Incorporation to the Arizona Corporation Commission.

9. Indemnification of Officers, Directors, Employees and Agents.

The Corporation shall indemnify any person who incurs expenses or liabilities by reason of the fact he or she is or was an officer, director, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.

10. Limitation of Liability.

To the fullest extent permitted by the Arizona Revised Statutes as the same exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for any action taken or any failure to take any action as a director. No repeal, amendment or modification of this article, whether direct or indirect, shall eliminate or reduce its effect with respect to any act or omission of a director of the Corporation occurring prior to such repeal, amendment or modification.

Handwritten initials/signature in the top right margin.

Handwritten initials/signature in the middle right margin.

EXECUTED this 27th day of ~~June~~ ^{July}, 1998 by the incorporator.

Signed: [Signature]
Robert M. Rauh

Acceptance of Appointment By Statutory Agent

The undersigned hereby acknowledges and accepts the appointment as statutory agent of GREGORY J. KUYKENDALL, P.C. the above-named corporation effective this 26th day of ~~June~~ ^{July}, 1998.

Signed: [Signature]
Gregory J. Kuykendall

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Received by NSD/FARA Registration Unit 06/02/2025 6:42:01 PM

12/15/2022

Kuykendall and Associates
 531 South Convent Ave.
 Tucson, Arizona 85701-

Re: Lawyers Professional Liability
 Policy Number: ALA-04-001360-01
 Policy term: 01/01/2023 to 01/01/2024
 Carrier: ISMIE Mutual Insurance Company

Dear Gregory Kuykendall,

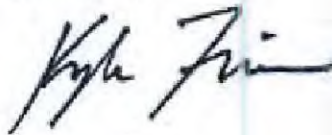
Thank you for choosing Protexure Lawyers for your insurance needs. I am pleased to attach your Lawyers Professional Liability Policy, underwritten by ISMIE Mutual Insurance Company.

Please review the attached policy carefully and advise us immediately if there are any conflicts between the actual policy and the information provided by us throughout the process.

If you have any additional questions, please contact us at 1-877-569-4111 and one of our experienced Underwriting Specialists will be happy to assist you.

We appreciate your business very much and look forward to renewing your policy for many years to come.

Best Regards,



Kyle Nieman
 President/CEO
 Protexure

	These amounts include Defense Expenses unless this Section is amended by specific endorsement of this policy.
Item 4.	Deductible: \$10,000 each Claim This amount applies to Defense Expenses unless this Section is amended by specific endorsement of this policy. This amount applies to each Claim unless this Section is amended by specific endorsement of this policy.
Item 5.	Premium: \$1,605.00 + \$0 (0 %, Municipal Tax) + \$0 (0 %, County Tax) + \$0 (0 %, State1 Tax) + \$0 (0 %, State2 Tax)
Item 6.	Priority Act Date: Date of Registration
Item 7.	The following endorsements, if any, are made a part of this policy at issuance: ALA - 04 - P002 (02/01/2022) , ALA - 04 - P001 (09/01/2021) , ALA - 04 - F021 (09/01/2021) , ALA - 04 - F034 (09/01/2021) , ALA - 04 - F040 (02/01/2022) , ALA - 04 - F057 (03/01/2022) , ALA - 04 - S004 (09/01/2021)

Received by NSD/FARA Registration Unit 06/02/2025 6:42:01 PM

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Policy Number: ALA-04-001360-01

LAWYERS PROFESSIONAL LIABILITY POLICY DECLARATIONS

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NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY PROVIDES COVERAGE FOR **CLAIMS** FIRST MADE AGAINST THE **INSUREDS** AND REPORTED TO THE **INSURER** DURING THE **POLICY PERIOD** OR DURING ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THIS POLICY CAREFULLY. WORDS AND PHRASES WHICH ARE PRINTED IN **BOLD TYPEFACE** HAVE SPECIFIC MEANING AND ARE DEFINED IN SECTION IV. OF THE POLICY. UNLESS STATED OTHERWISE BY SPECIFIC ENDORSEMENT, **DEFENSE EXPENSES** ARE INCLUDED IN THE LIMIT OF LIABILITY AND REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY **DAMAGES**.

Item 1.	Named Insured & Street Address: Kuykendall and Associates 531 South Convent Ave., Tucson, Arizona, 85701-
Item 2.	Policy Period: From 01/01/2023 (Effective) To 01/01/2024 (Expiration) (12:01 a.m. local time at the address shown in Item 1.)
Item 3.	Limit of Liability \$500,000 each Claim \$1,000,000 Policy Aggregate These amounts include Defense Expenses unless this Section is amended by specific endorsement of this policy.
Item 4.	Deductible: \$10,000 each Claim This amount applies to Defense Expenses unless this Section is amended by specific endorsement of this policy. This amount applies to each Claim unless this Section is amended by specific endorsement of this policy.
Item 5.	Premium: \$1,605.00 + \$0 (0 %, Municipal Tax) + \$0 (0 %, County Tax) + \$0 (0 %, State1 Tax) + \$0 (0 %, State2 Tax)
Item 6.	Prior Acts Date: Date :01/01/1994
Item 7.	The following endorsements, if any, are made a part of this policy at issuance: ALA - 04 - P002 (02/01/2022) , ALA - 04 - P001 (09/01/2021) , ALA - 04 - F021 (09/01/2021) , ALA - 04 - F034 (09/01/2021) , ALA - 04 - F040 (02/01/2022) , ALA - 04 - F057 (03/01/2022) , ALA - 04 - S004 (09/01/2021)

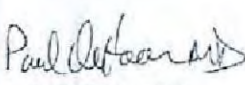
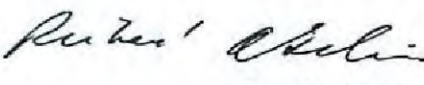
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These Declarations, the application, and the policy with endorsements attached thereto, constitute the entire agreement between the **Insurer** and the **Insured**.

Countersigned (if required by law): _____ Date: _____

TO REPORT A LOSS - InsClaim Solutions, LLC 10 South LaSalle St Chicago, IL 60603 18th FL

Claim Reporting Line: 312-559-4665 Email: claims@ins-claim.com

IN WITNESS WHEREOF, ISMIE MUTUAL INSURANCE COMPANY has caused this Policy to be signed by its President and Secretary at 20 North Michigan Avenue, Suite 700, Chicago, Illinois 60602	
 Paul H. DeHaan, M.D. Chairman	 Richard A. Geline, M.D. Secretary-Treasurer



Handwritten initials: JS

LAWYERS PROFESSIONAL LIABILITY POLICY

In consideration of the payment of premium, the undertaking of the **Insured** to pay the Deductible herein, and in reliance upon the application and supplements and all the information provided to the **Insurer**, and subject to the Declarations, definitions, terms, conditions, limitations, representations, exclusions and endorsements herein or attached hereto, the **Insurer** and the **Insured** agree as follows:

Handwritten initials: GJK

I. INSURING AGREEMENT

A. Coverage

Subject to the Limit of Liability shown in Item 3. of the Declarations and as limited in Section II., the **Insurer** shall pay on behalf of the **Insured** all **Damages** and **Defense Expenses** in excess of the Deductible shown in Item 4. of the Declarations and as limited in Section II., that the **Insured** becomes legally obligated to pay as a result of a **Claim** first made against the **Insured** and reported in writing to the **Insurer** during:

1. the **Policy Period**; or
2. any applicable Extended Reporting Period,

by reason of a negligent act, error or omission in the performance of **Professional Services** by the **Insured** or by someone for whom the **Insured** is legally responsible, provided that such negligent act, error or omission began on or after the **Prior Acts Date** shown in Item 6. of the Declarations.

B. Defense

Subject to the terms, conditions and exclusions appearing in other Sections of this policy, the **Insurer** has the right and duty to defend any covered **Claim** including, but not limited to, the appointment of legal counsel, even if any of the allegations of the **Claim** are groundless, false or fraudulent.

Handwritten initials: MC

II. LIMITS OF LIABILITY AND DEDUCTIBLE

A. Limits of Liability

1. Subject to 2. that follows, the **Insurer's** Limit of Liability for **Damages** and **Defense Expenses** combined, for each **Claim** first made and reported to the **Insurer** during the **Policy Period**, including any applicable Extended Reporting Period, shall not exceed the amount shown in Item 3. of the Declarations as applicable to "each **Claim**".
2. Subject to 1. above, the **Insurer's** Limit of Liability for **Damages** and **Defense Expenses** combined, for all **Claims** first made and reported to the **Insurer** during the **Policy Period**, including any applicable Extended Reporting Period, shall not exceed the amount shown in Item 3. of the Declarations as applicable to "**Policy Aggregate**".
3. **Defense Expenses** are included within, and shall reduce, the applicable Limit of Liability available to pay **Damages**.
4. The Limit of Liability shall apply excess of the Deductible amount.
5. The Limit of Liability available for **Claims** first made against the **Insured** and reported to the **Insurer** during any applicable Extended Reporting Period, is part of, and not in addition to the Limit of Liability shown in Item 3. of the Declarations. Applicable Extended Reporting Periods shall not provide a new, additional or renewed Limit of Liability.
6. If the **Insurer** has exhausted the applicable Limit of Liability by payment of **Damages** or **Defense Expenses** or by tender of the remaining Limit of Liability into court, it shall have no further duties to the **Insured** under this policy.

B. Deductible

The **Insurer** shall only be liable for amounts payable under this policy for **Damages** or **Defense Expenses** which are in excess of the Deductible amount shown in Item 4. of the Declarations. This Deductible amount shall:

1. apply separately to each and every **Claim**;
2. be borne by the **Insured**; and
3. remain uninsured.

The Deductible amount applies to the payment of **Damages** and **Defense Expenses**. If the **Insurer** advances any amounts within the Deductible, the **Named Insured** shall reimburse the **Insurer** within 30 days of the **Insurer's** request to do so. In the event of **Related Claims**, a single Deductible amount will apply.

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C. Multiple Insureds, Claims and Claimants

Regardless of the number of **Claims**, **Insureds** or claimants, the Limit of Liability shown in Item 3. of the Declarations as applicable to "each **Claim**" and to "**Policy Aggregate**" shall be subject to paragraph A. of this Section II. If **Related Claims** are subsequently made against the **Insured** and reported to the **Insurer**, all such **Related Claims**, whenever made, shall be considered a single **Claim** first made and reported to the **Insurer** within the policy period in which the earliest of the **Related Claims** was first made and reported to the **Insurer**.

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III. EXTENSIONS OF COVERAGE

A. Estates, Heirs, Bankruptcy Extension

In the event of the death or incapacity of the **Insured**, or the bankruptcy of the **Insured**, any **Claim** made against any heir, executor, administrator, assignee or legal representative of the **Insured** or against any trustee in bankruptcy of the **Insured**, which arises from any negligent act, error or omission of such **Insured** rendering **Professional Services** shall be deemed to be a **Claim** made against such **Insured** for the purposes of this policy. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate will not relieve the **Insurer** of any of its obligations hereunder.

B. Spousal and Domestic Partner Extension

If a **Claim** is made against the lawful spouse or lawful domestic partner of an **Insured** which includes a **Claim** for a negligent act, error or omission made against an **Insured** rendering **Professional Services** then such **Claim** shall be deemed a **Claim** made against such **Insured**, provided:

1. his or her lawful spouse or lawful domestic partner accepts the same legal counsel as the **Insured**; and
2. such **Claim** is made solely by reason of such lawful spouse's or lawful domestic partner's status as such.

This extension, however, shall not apply to any **Claim** alleging any negligent act, error or omission committed by the lawful spouse or lawful domestic partner of an **Insured**.

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C. Personal Injury and Advertising Liability Extensions

Subject to all other terms, conditions and exclusions, this policy covers **Damages** and **Defense Expenses** the **Insured** becomes legally obligated to pay resulting from **Claims** arising out of **Personal Injury** and **Advertising Liability**.

D. Extended Reporting Period Extensions

1. Automatic Extended Reporting Period

Upon the expiration of this policy for any reason other than for cancellation for nonpayment of premium or for nonpayment of Deductible due hereunder, the **Named Insured** shall be provided with an automatic and non-cancelable period of 60 days, commencing on the policy expiration date, to report **Claims** to the **Insurer** pursuant to Section VI., General Condition A.1., Notice of **Claim**. Coverage under this extension of time to report a **Claim** (referred to below as the Automatic Extended Reporting Period) shall apply solely to negligent acts, errors or omissions in rendering **Professional Services**:

- (a) committed or attempted prior to the effective date of nonrenewal or cancellation, whichever occurs first; and
- (b) which are not otherwise excluded by any terms, conditions or exclusions of this policy. This Automatic Extended Reporting Period shall not be applicable, however, in the event the **Named Insured** has obtained another policy of Lawyers Professional Liability insurance with an inception date as of the termination date of this policy.

2. Optional Extended Reporting Period

Upon the expiration or cancellation of this policy for any reason other than for nonpayment of premium or for the nonpayment of Deductible due hereunder, the **Named Insured** shall have the right, upon payment of the additional premium shown in one of the options below for the length of time shown, to report **Claims** pursuant to Section VI., General Condition A.1., Notice of **Claim**.

The Optional Extended Reporting Periods are:

- (a) 12 months for a premium charge of 100% of the annual policy premium;
- (b) 36 months for a premium charge of 185% of the annual policy premium;
- (c) 60 months for a premium charge of 225% of the annual policy premium;
- (d) 72 months for a premium charge of 250% of the annual policy premium;
- (e) An unlimited period for a premium charge of 300% of the annual policy premium.

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Coverage under such extension of time to report a **Claim** (referred to below as the Optional Extended Reporting Period) shall apply solely to negligent acts, errors or omissions in rendering **Professional Services** committed or attempted prior to the effective date of nonrenewal or cancellation, whichever occurs first, and which are not otherwise excluded by any terms, conditions or exclusions of this policy.

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If the Optional Extended Reporting Period requested by the **Named Insured** is issued by the **Insurer**:

- (1) the additional premium shall be fully earned by the **Insurer**; and
- (2) the Optional Extended Reporting Period cannot be cancelled by the **Insureds** or the **Insurer**.

When the Optional Extended Reporting Period applies, it replaces the Automatic Extended Reporting Period.

3. Non-Practicing Extended Reporting Period

(a) Eligibility

If an **Insured** completely retires from or otherwise ceases the private practice of law during the **Policy Period**, such **Insured** shall have the option to purchase an unlimited period of time during which **Claims** may be reported to the **Insurer** pursuant to Section VI., General Condition A.1., Notice of **Claim**.

Coverage under any such extension of time to report a **Claim** (referred to below as the Non-Practicing Extended Reporting Period) shall apply solely to negligent acts, errors or omissions in rendering **Professional Services**:

- (1) committed or attempted prior to the date of such **Insured's** retirement or termination of private practice; and
- (2) which are not otherwise excluded by any terms, conditions or exclusions of this policy.

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The option to purchase a Non-Practicing Extended Reporting Period will apply only to such **Insured** as an individual lawyer and will not apply to any other lawyer, including but not limited to any lawyer acting as an independent contractor or contracting on a per diem basis.

(b) Non-Practicing Extended Reporting Period Premium and Deductible

Any specific Non-Practicing Extended Reporting Period must be elected by the **Named Insured**. For each Non-Practicing Extended Reporting Period elected, the additional premium charged will be 300% of the individual lawyer **Insured's** proportionate share of the annual policy premium.

The **Insurer** will waive the premium for a respective Non-Practicing Extended Reporting Period if such individual lawyer **Insured**:

- (1) dies, except by suicide;
- (2) becomes **Totally and Permanently Disabled**; or
- (3) retires or otherwise ceases the private practice of law during the **Policy Period** and has been insured by the **Insurer** under a primary Lawyers Professional Liability Policy continuously for the last three years.

The Deductible amount and Deductible provisions of this policy do not apply to **Claims** first made against such individual lawyer **Insured** during any Non-Practicing Extended Reporting Period.

If the Non-Practicing Extended Reporting Period requested by the **Named Insured** is issued by the **Insurer**, the additional premium, if any, shall be fully earned by the **Insurer** and the Non-Practicing Extended Reporting Period cannot be cancelled by the **Insureds** or the **Insurer**.

(c) Non-Practicing Extended Reporting Period Limits of Liability

The **Insurer's** Limit of Liability for all **Claims** first made against an **Insured** during any Non-Practicing Extended Reporting Period will be part of, and not in addition to, the Limit of Liability shown in Item 3. of the Declarations, regardless of the number of Non-Practicing Extended Reporting Periods purchased.

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If the Non-Practicing Extended Reporting Period herein applies to a **Claim**, Section VI.H., Other Insurance, shall not apply to such **Claim**. If any other policy of insurance in effect would apply to any **Claim** first made against an **Insured** during the Non-Practicing Extended Reporting Period, then coverage provided under this policy during any Non-Practicing Extended Reporting Period shall not apply. Such other insurance shall render this Non-Practicing Extended Reporting Period inapplicable, even though the limit of liability of such other insurance may be inadequate to pay all **Damages** and **Defense Expenses** or the Deductible amount and retention provisions of such other insurance may be different from those of this policy. JP

4. Conditions for Extended Reporting Periods

As a condition precedent to the right to elect an Extended Reporting Period:

- (a) all premium and Deductible amounts due under this policy must have been paid;
- (b) all **Insureds** must be in compliance with the terms and conditions of the policy;
- (c) the **Named Insured's** right to practice law has not been revoked, suspended or surrendered at the request of any regulatory authority for reasons other than death, disability or retirement; and
- (d) the **Named Insured** provides the **Insurer** with written notice of its selection and pays the premium charge, if applicable, for the selected Extended Reporting Period in full within 60 days of the expiration date of the **Policy Period**. 6JK

This right to elect an Extended Reporting Period shall lapse unless the provisions of (a) through (d) in the preceding paragraph are fully met.

E. Deductible Credit for Mediation Extension

If:

1. mediation of a **Claim** takes place either without institution of an arbitration proceeding or service of suit within 60 days of the institution of such proceedings or service of suit; and
2. such **Claim** is ultimately resolved for an amount acceptable to the **Insured** and the **Insurer** by the process of mediation, MC

the **Insured's** Deductible applying to the **Claim** will be reduced by the lesser of 50% or \$25,000. 2

F. Defendant Reimbursement Extension

The **Insurer** will reimburse an **Insured** \$100 per hour for the time such **Insured** attends a:

1. trial;
2. court hearing;
3. mediation; or
4. arbitration proceeding,

in connection with a **Claim**, when such attendance is at the request of the **Insurer**. Any payments made regarding such attendance will be in addition to the Limit of Liability and are not subject to the Deductible.

G. Regulatory Inquiry Extension

If a:

1. regulatory body;
2. state licensing board;
3. public oversight board; or
4. government agency,

having regulatory authority over the **Insured's Professional Services**, first initiates an investigation of any **Insured** during the **Policy Period** which arises from **Professional Services** rendered on or after the **Prior Acts Date** and, such regulatory inquiry is reported to the **Insurer** during the **Policy Period**, the **Insurer** will reimburse the **Named Insured** for attorney fees, court and regulatory body costs incurred in responding to such inquiry, up to \$25,000. This is the maximum amount the **Insurer** will reimburse, regardless of the number of such inquiries or of the number of **Insureds** involved in such inquiries, for all inquiries first initiated against the **Insureds** and reported to the **Insurer** during the **Policy Period**. Any notice the **Insured** gives the **Insurer** of such inquiry pursuant to Section VI., General Condition A.2., shall be deemed notice of a potential **Claim**. Any payments made regarding such inquiry will be in addition to the Limit of Liability and are not subject to the Deductible.

If during the **Policy Period**, an **Insured** first receives a subpoena for documents or testimony as a fact witness arising from **Professional Services** rendered by the **Insured** in whole on or after the **Prior Acts Date** and such receipt of a subpoena is reported to the **Insurer** during the **Policy Period**, then if:

1. said subpoena arises out of a matter or lawsuit to which an **Insured** is not a party; and
2. no **Insured** has been engaged to provide professional advice or testimony in connection with the matter or lawsuit at any previous time,

then the **Insurer** will retain an attorney to provide advice to the **Insured** regarding the production of documents, to prepare the **Insured** for sworn testimony and to represent the **Insured** at depositions. Any notice the **Insured** gives the **Insurer** of such subpoena pursuant to Section VI., General Condition A.2., shall be deemed notice of a potential **Claim**. Any payments made regarding such subpoena will be in addition to the Limit of Liability and are not subject to the Deductible. N

I. Client Discrimination Extension

If during the **Policy Period**:

1. allegations are made against an **Insured** by a client, or potential client, that any **Insured** refused to perform **Professional Services** for said client or potential client due to discrimination; and
2. such allegations are reported to the **Insurer** during the **Policy Period**

then, provided the allegations did not arise out of such **Insured's** intentional disregard or willful failure to comply with any state or federal laws or regulations governing discriminatory practices, the **Insurer** will reimburse the **Named Insured** solely for **Defense Expenses** incurred by the **Insured** up to \$15,000 for the entire **Policy Period** for all such allegations, regardless of the number of clients or potential clients making such allegations. The **Insurer** shall provide its consent, not to be unreasonably withheld, to the **Named Insured's** choice of counsel in connection with defending such allegations. This policy shall not, however, provide coverage for **Damages** resulting from such allegations. Any notice the **Insured** gives the **Insurer** of such allegations pursuant to Section VI., General Condition A.2., shall be deemed notice of a potential **Claim**. Notwithstanding anything in this policy to the contrary, any **Defense Expenses** incurred regarding such allegations will be in addition to the Limit of Liability and are not subject to the Deductible. MC

J. Disciplinary Proceedings Extension

The **Insurer** will reimburse the **Named Insured** up to \$25,000 for each **Insured** and all **Insureds** in the aggregate, for attorney fees and other reasonable costs, expenses or fees paid to third parties (other than an **Insured**) resulting from any one **Disciplinary Proceeding** first received by the **Insured** during the **Policy Period** and reported to the **Insurer** during the **Policy Period**, and arising out of an act, error or omission in the rendering of **Professional Services** by such **Insured** in whole on or after the **Prior Acts Date**. The amount payable hereunder shall not exceed \$25,000 despite the number of such proceedings reported to the **Insurer** during the **Policy Period**. Any notice the **Insured** gives the **Insurer** of such proceedings pursuant to Section VI., General Condition A.2., shall be deemed notice of a potential **Claim**. Any payments made regarding such proceedings will be in addition to the Limit of Liability and are not subject to the Deductible. /

K. Crisis Event Extension

The **Insurer** will reimburse the **Named Insured** up to \$20,000 for **Crisis Event Expenses** that result from a **Crisis Event** first occurring during the **Policy Period** and reported to the **Insurer** during the **Policy Period**. Any such notice the **Insured** gives the **Insurer** pursuant to Section VI., General Condition A.2., shall be deemed notice of a potential **Claim**. Any payments made regarding such event will be in addition to the Limit of Liability and are not subject to the Deductible.

IV. DEFINITIONS

A. **Advertising Liability** means legal obligations the **Insured** incurs arising out of the marketing and promotion of the **Insured's Professional Services** by reason of:

1. oral or written publication of material which slanders or libels an individual or entity, or which disparages its goods, services or products;
2. misappropriation of marketing or promotion ideas or styles of business of others; or
3. infringement of titles or slogans of others.

B. Claim means:

1. a demand or civil proceeding seeking **Damages**;
2. service of suit seeking **Damages**;
3. institution of alternative dispute proceedings seeking **Damages**; or
4. a demand for services.

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C. Crisis Event means:

1. death, departure or debilitating illness of a principal **Insured**;
 2. dissolution of the **Named Insured**; or
 3. incident of workplace violence;
- that the **Named Insured** reasonably believes will have a material adverse effect upon the **Named Insured's** reputation.

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D. Crisis Event Expenses mean reasonable fees, costs and expenses incurred by the **Named Insured** for consulting services provided by a public relations firm to the **Named Insured** in response to a **Crisis Event**.

E. Damages means a monetary judgment (including pre- and post-judgment interest awarded against the **Insured**), monetary award or monetary settlement negotiated with the **Insurer's** written consent. If the **Insurer** makes an offer to pay the applicable Limit of Liability, it will not pay any prejudgment interest based on the period of time after such offer is made. Notwithstanding anything to the contrary contained herein, **Damages** also include those amounts the court is permitted to impose on a debt collector as set forth in 15 USC 1692k(a).

Damages shall not include:

1. any restitution, disgorgement, unjust enrichment or illegal profits by an **Insured**;
2. return or offset of fees or overcharges or amounts which are the subject of fee disputes;
3. punitive or exemplary damages, awards or judgments or any amounts which are a multiple of compensatory damages, awards or judgments, except to the extent insurance for such damages, awards or judgments is insurable under applicable law and is not otherwise excluded by the provisions of this policy.
For the purposes of determining whether such damages are insurable:
(a) the law of the state of incorporation or principal place of business of the **Insured** or the **Insurer**;
(b) the state where the negligent act, error or omission took place; or
(c) the state where the damages are awarded or imposed,
whichever is most favorable to the **Insured**, shall be deemed applicable law;
4. civil or criminal fines, sanctions or penalties;
5. any amounts for which the **Insured** is not financially liable or for which there is no legal recourse against the **Insured**;
6. subject to 3. above, amounts deemed uninsurable under the law pursuant to which this policy shall be construed; or
7. amounts paid to comply with any injunctive order or other non-monetary or declaratory relief or award, including amounts ordered to be paid to comply with specific performance or any agreement to provide such relief.

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F. Defense Expenses mean reasonable and necessary fees charged by attorneys designated or approved by the **Insurer** and all other reasonable and necessary fees, costs and expenses resulting from the adjustment, negotiation, arbitration, mediation, defense or appeal of a **Claim**, including premiums on appeal, attachment or similar bonds. This provision does not obligate the **Insurer** to apply for or furnish any such bond.

Defense Expenses do not include:

1. salaries;
 2. charges;
 3. wages;
 4. loss of wages; or
 5. expenses,
- of any partner, principal, director, officer, member or employee of the **Insured** or the **Insurer**.

G. Disciplinary Proceeding means a forum in which a complaint alleging violation of any professional rule or professional misconduct is brought before a tribunal of competent jurisdiction which shall make a determination subject to appeal or other review or a final and enforceable determination as to whether such alleged rules or misconduct are to be the subject of discipline.

H. Immediate Family Member means a:

1. parent;
2. child;
3. grandchild;
4. brother;
5. sister; or
6. past or present spouse,
of any past or present **Insured**.

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I. **Insured** means the **Named Insured**, **Predecessor Firm**, and:

1. any present or future principal, partner, director, officer, member or employee of the **Named Insured**;
 2. any former principal, partner, director, officer, member or employee of the **Named Insured** or of a **Predecessor Firm**;
 3. the estate, heirs, executors, administrators, assigns and legal representatives of an **Insured** but only in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, and only to the extent that such **Insured** would otherwise have been provided coverage under the terms, conditions and exclusions of this policy;
 4. any contract or temporary employee of a **Named Insured** under the direct supervision of an **Insured**; and
 5. any lawyer acting as "of counsel";
- but only with respect to **Professional Services** performed within the scope of their duties on behalf of the **Named Insured** or **Predecessor Firm**.

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J. **Insurer** means the insurance company named in the Declarations.

K. **Named Insured** means the entity, individual, partnership or corporation shown in Item 1. of the Declarations.

L. **Personal Injury** means any of the following which arise from the **Insured's Professional Services**:

1. false arrest, detention or imprisonment; malicious prosecution;
2. the publication or utterance of a libel or slander or other defamatory or disparaging statement or disparaging material;
3. a publication or utterance in violation of a person's right of privacy;
4. the wrongful eviction of a person from a residence; or
5. wrongful entry into, or invasion of the right of private occupancy.

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M. **Policy Aggregate** means the amount shown in Item 3. of the Declarations which represents the maximum amount of the **Insurer's** liability for all:

1. **Claims**;
 2. **Damages**; and
 3. **Defense Expenses**,
- combined under this policy, inclusive of any applicable Extended Reporting Period.

N. **Policy Period** means the length of time between the effective date shown in Item 2. of the Declarations and the earlier of:

1. the expiration date shown in Item 2. of the Declarations; or
2. the cancellation date of this policy.

O. **Predecessor Firm** means an individual, partnership, professional corporation, professional association, limited liability corporation or partnership which was at all times engaged in **Professional Services** and to whose financial assets and liabilities the **Named Insured** is the majority successor in interest prior to the effective date shown in Item 2. of the Declarations.

Predecessor Firm does not include any individual, partnership, professional corporation, professional association, limited liability corporation or partnership which was at all times engaged in **Professional Services** and to whose financial assets and liabilities the **Named Insured** becomes the majority successor in interest after the effective date of this policy shown in Item 2. of the Declarations unless the **Insurer** at its sole discretion agrees to include such entity. Should the **Insurer** agree to include such entity it may do so for an additional premium or with amended policy terms and conditions.

P. **Prior Acts Date** means the date shown in Item 6. of the Declarations.

Q. Professional Services means:

1. those services performed for a client in the **Insured's** capacity as a lawyer for a monetary fee;
2. those services performed as an arbitrator, mediator or notary public for a monetary fee;
3. those services performed as a title agent for a client which are incidental to services performed as a lawyer for the client for a monetary fee;
4. pro bono services performed by an **Insured** if at the time such services were rendered, they were approved by a partner, director or officer of the **Named Insured** to be performed without compensation;
5. those services performed as a member of a formal accreditation, standards review or similar professional board or committee solely related to the profession of the practice of law, but only when such formal accreditation, standards review or similar professional board or committee solely related to the profession of the practice of law does not indemnify the **Insured** or have insurance coverage applicable to the **Insured** in respect of such services; and
6. those services performed as an administrator, conservator, receiver, executor, trustee, guardian, or any similar fiduciary capacity, or court-appointed trustee. However, no coverage shall apply to any loss sustained by any **Insured** as the beneficiary or distributee of any trust or estate.

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R. Related Claims means all **Claims** arising from negligent acts, errors or omissions that have as a common nexus any fact, circumstance, situation, transaction, event or cause or series of causally connected facts, circumstances, situations, transactions, events or causes.

S. Totally and Permanently Disabled means that the **Insured** is so disabled as to be wholly prevented from rendering **Professional Services** provided that such disability is reasonably expected to be continuous and permanent, and:

1. has existed continuously for not less than six months; or
2. the **Insurer** is provided with written proof of the **Insured's** total and permanent disability, including the date the disability commenced, certified by a physician acceptable to the **Insurer**.

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V. EXCLUSIONS

This policy does not apply to any **Claim** based upon or arising out of:

- A.** a dishonest, intentional, fraudulent, criminal or malicious act or omission or any intentional or knowing violation of law by any **Insured**. However:
 1. the **Insurer** will provide the **Insured** with a defense of such **Claim** and pay **Defense Expenses** for any such **Claim** until there is a judgment, final adjudication or adverse admission by an **Insured** or a finding of fact against an **Insured** as to such conduct; and
 2. this exclusion shall not apply to an **Insured** who, in fact, did not personally commit, direct or participate in committing a dishonest, intentional, fraudulent, criminal or malicious act or omission or any intentional or knowing violation of law.
- B.**
 1. physical injury, sickness, disease or the death of any person including mental anguish or emotional distress resulting therefrom; or
 2. physical injury to, or destruction of any tangible property, including any resulting loss of use thereof. However, this exclusion shall not apply to accounting records of clients of the **Named Insured**.
- C.**
 1. an **Insured's** capacity as a fiduciary under the Employee Retirement Income Security Act of 1974 and any amendments thereto. However, this exclusion shall not apply if:
 - (a) a court of competent jurisdiction deems an **Insured** to be a fiduciary under such Act solely by reason of **Professional Services** an **Insured** rendered to any employee benefit plan; or
 - (b) an **Insured** is appointed as a Receiver, Trustee or Custodian of an employee benefit plan by a court of law; or
 2. any actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act.
- D. Professional Services** performed for any person by an **Insured**, if at the time of any negligent act, error or omission giving rise to the **Claim**, such **Professional Services** were rendered to an **Immediate Family Member**.

2. Notice of Potential Claim

If during the **Policy Period**, the **Insured** becomes aware of any facts or circumstances that may reasonably be expected to give rise to a **Claim**, and written notice is given to the **Insurer** as soon as practicable but in no event later than the last day of the **Policy Period** of:

- (a) such facts or circumstances, as well as the reasons for anticipating such a **Claim**;
- (b) specific information as to the expected negligent act, error, omission, **Personal Injury or Advertising Liability**;
- (c) dates and details of the parties involved; and
- (d) the possible Damages;

then any **Claim** or coverage under this policy arising out of such specific facts or circumstances that is subsequently made against the **Insureds** and reported to the **Insurer** shall be deemed first made during the **Policy Period** as of the date of such notice.

3. Notice of a **Claim** or potential **Claim** to the **Insurer** shall be given in writing to:

Attention: InsClaim Solutions, LLC
10 South LaSalle Street, 18th Floor
Chicago, IL 60603
Email: claims@ins-claim.com

B. Defense and Settlement

1. The **Insurer** shall have the right and the duty to defend any **Claim** regardless of whether the allegations are groundless, false, or fraudulent. In undertaking this right and duty, the **Insurer** expressly retains the right to select defense counsel even when the **Insurer** reserves its rights on issues concerning the applicability of coverage under this policy. The **Insureds** shall pay any **Defense Expenses** within the applicable Deductible shown in Item 4. of the Declarations. The **Insurer's** right and duty to defend any **Claim** and pay **Defense Expenses** shall terminate upon the exhaustion of the Limit of Liability, whereupon the **Insurer** shall have no further obligation or liability to defend the **Insured** or to pay **Defense Expenses**, judgments or settlements. The **Insurer** may make any investigation it deems necessary and may, with the **Insured's** consent, such consent not to be unreasonably withheld, make any settlement of any **Claim** it deems expedient. If the **Insured** withholds consent of such settlement, the **Insurer's** liability for all **Damages** on account of such **Claim** shall not exceed the amount for which the **Insurer** could have settled such **Claim**, inclusive of **Defense Expenses**, incurred as of the date such settlement was proposed to the **Insured**.
2. The **Insureds** and those acting on their behalf shall not admit liability, consent to any judgment, incur any **Defense Expenses** or agree to any settlement without the **Insurer's** written consent, such consent not to be unreasonably withheld. The **Insureds** agree that they shall not knowingly take any action that in any way increases **Damages** or **Defense Expenses** under this policy. Coverage afforded by this policy shall not apply to any **Damages** sustained as a result of any admission of liability or consent to any judgment or agreement to settle, without or prior to the **Insurer's** written consent.
3. The **Insureds** shall provide the **Insurer** with such information, assistance, and cooperation as the **Insurer** and its counsel may reasonably request with respect to the defense and settlement of any **Claim**.

C. Action Against Insurer

1. No action shall be taken against the **Insurer** unless, as a condition precedent thereto, the **Insureds** shall have fully complied with all of the terms and conditions of this policy, nor until the amount of the **Insured's** obligation to pay **Damages** for any **Claim** shall have been fully and finally determined either by judgment against the **Insured** or by written agreement between the **Insureds**, the claimant, and the **Insurer**.
2. Nothing contained herein shall give any person or entity any right to join the **Insurer** as a party to any **Claim** against the **Insureds** to determine their liability. Nor shall the **Insurer** be impleaded by the **Insureds** or their legal representative in any **Claim**.

D. Cancellation and Nonrenewal

1. The **Named Insured** may cancel this policy at any time prior to the expiration date of the **Policy Period** by providing prior written notice to the **Insurer** or by surrender of this policy to the **Insurer** or its authorized agent. If the **Named Insured** cancels this policy, the **Insurer** shall return 90% of the unearned portion of the premium.

2. The Insurer may only cancel this policy for nonpayment of premium or Deductible. This policy may be canceled by the Insurer by mailing or delivering to the Named Insured, at the address shown in Item 1. of the Declarations, written notice of cancellation at least 10 days before the effective date of cancellation. The mailing of such notice shall be sufficient proof of notice and the effective date of cancellation stated in such notice shall become the expiration date of the Policy Period. If the Insurer cancels this policy, the Insurer shall credit the Named Insured the pro rata unearned portion of the premium. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.
3. This policy may be nonrenewed by the Insurer by mailing or delivering to the Named Insured, at the address shown in Item 1. of the Declarations, written notice of nonrenewal at least 30 days prior to the expiration date of the Policy Period. The mailing of such notice shall be sufficient proof of notice.

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E. Changes in Exposures

1. If the number of attorneys employed by the Named Insured increases more than 25% from the amount of attorneys shown in the application attached to this policy at its inception date, the Named Insured shall give the Insurer notice of such hiring, merger or acquisition as soon as practicable, but in no event more than 30 days after the effective date of hiring, merger or acquisition. The Insurer shall then have the right to amend any terms of this policy. There shall be no coverage under this policy for any Professional Services after the date of hiring, merger or acquisition. This paragraph shall not be applicable if the original number of attorneys insured on the effective date of this policy was less than six attorneys.
2. If the Named Insured during the Policy Period merges or consolidates with another entity in a manner such that the Named Insured is not the surviving entity, coverage under this policy for Professional Services rendered, or which should have been rendered after the effective date of such transaction shall be excluded for the remainder of the Policy Period. Coverage shall then solely apply to Professional Services rendered, or which should have been rendered, between the Prior Acts Date shown in Item 6. of the Declarations and the effective date of the transaction whereby the Named Insured is not the surviving entity, subject to all the other terms, conditions and exclusions of this policy.

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F. Subrogation

In the event of any payment under this policy, the Insurer shall be subrogated to the extent of such payment to all Insureds' rights of recovery therefrom against any person or entity. The Insureds shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights to enable the Insurer to effectively bring suit in their name, and shall provide all other assistance and cooperation which the Insurer may reasonably require.

G. Representations

In granting coverage to the Insureds, it is agreed that the Insurer has relied upon the representations and statements contained in the application for this policy (and all such previous applications submitted, or made part of any previous policy which this policy may succeed in time) including materials submitted therewith, as being accurate and complete. They shall be the basis of the contract and shall become part of such policy as if physically attached. Such representations and statements are deemed to be material to the risk assumed by the Insurer.

H. Other Insurance

All Damages and Defense Expenses payable under this policy shall be in excess of and shall not contribute with other existing insurance including, but not limited to, any insurance under which there is a duty to defend, regardless of whether any Damages or Defense Expenses are collectible or recoverable under such other insurance, unless such other insurance is written specifically excess of this policy. This policy shall not be subject to the terms or conditions of any other insurance.

I. Headings and Titles

The headings, sub-headings, and titles of this policy are for descriptive and reference purposes only. They are not to be deemed in any way to limit, modify, or affect the terms and conditions of this policy.

J. Assignment of Interest

This policy and any and all rights hereunder are not assignable without the written consent of the Insurer.

K. Changes

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the **Insurer** shall not effect a waiver or a change in any part of this policy or estop the **Insurer** from asserting any right under the terms and conditions of this policy. Nor shall any terms or conditions be waived or changed except by written endorsement issued to form a part of this policy.

L. Territory

This policy applies to **Professional Services** taking place anywhere in the world provided that suit is brought and maintained against the **Insured** within:

1. the United States of America, its territories or possessions;
2. Puerto Rico; or
3. Canada.

M. Named Insured Sole Agent

The **Named Insured** will be the sole agent and will be authorized to act on behalf of all **Insureds**

1. for the purpose of giving or receiving any notices, any amendments to or cancellation of this policy;
2. for the completing of any applications and the making of any statements, representations and warranties for the policy; and
3. for the payment of the Deductible and the exercising or declining to exercise any right under this policy, including the purchase of any Extended Reporting Period.

N. Liberalization

If during the **Policy Period**, the **Insurer** adopts any provision that would broaden the coverage under this policy without an additional premium charge, the broadened coverage shall automatically apply to this policy.

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Named Insured:		Endorsement Number:
Policy Number: ALA-04-001360-01	Policy Period: to	Effective Date of Endorsement:
Insurer:		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

ARIZONA AMENDATORY ENDORSEMENT

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In consideration of the premium charged, it is agreed that:

1. Section VI., General Condition D., Cancellation and Nonrenewal, is deleted and replaced with the following:

D. Cancellation, Nonrenewal and Conditional Renewal

1. Cancellation

- (a) The **Named Insured** may cancel this policy at any time prior to the expiration date of the **Policy Period** by providing prior written notice to the **Insurer** or by surrender of this policy to the Insurer or its authorized agent. If the **Named Insured** cancels this policy, the **Insurer** shall return 90% of the unearned portion of the premium.
- (b) The **Insurer** may only cancel this policy for nonpayment of premium or Deductible. This policy may be canceled by the **Insurer** by electronically delivering or by mailing to the **Named Insured** at its last known address, and to its agent, written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation for nonpayment of premium; or
 - (2) 45 days before the effective date of cancellation for nonpayment of Deductible.

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Such notice shall state the specific facts that constitute the grounds for cancellation. If mailed, the **Insurer** shall obtain proof of mailing by U.S. certified mail or first-class mail using intelligent mail barcode or another similar tracking method used or approved by the U.S. Postal Service. Proof of mailing is sufficient proof of notice. The effective date of cancellation stated in such notice shall become the expiration date of the **Policy Period**. If the **Insurer** cancels this policy, the notice shall be accompanied by a refund of the pro rata unearned portion of the premium, except a premium that has been financed. Payment or tender of such unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation.

2. Nonrenewal

- (a) This policy may be nonrenewed by the **Insurer** by electronically delivering or by mailing to the **Named Insured** at its last known address, and to its agent, written notice of nonrenewal at least 45 days prior to the expiration date of the **Policy Period**. If mailed, the **Insurer** shall obtain proof of mailing by U.S. certified mail or first-class mail using intelligent mail barcode or another similar tracking method used or approved by the U.S. Postal Service. Proof of mailing is sufficient proof of notice.

Notice of nonrenewal is not required if either of the following occurs:

- (1) The **Insurer** or a company within the same insurance group has offered to issue a renewal policy; or
 - (2) The **Named Insured** has obtained replacement coverage or has agreed in writing to obtain replacement coverage.
- (b) If the **Insurer** provides such notice and subsequently extends the policy for 90 days at the request of the **Named Insured**, an additional notice of nonrenewal is not required with respect to the extension. If the notice of nonrenewal is mailed less than 45 days before expiration date of the **Policy Period**, the coverage shall remain in effect until 45 days after the notice is mailed. Earned premium for any period of coverage that extends beyond the expiration date shall be considered pro rata based on the previous year's rate.

3. Conditional Renewal

- (a) The **Insurer** shall electronically deliver or mail to the **Named Insured** at its last known address, and to its agent, written notice of premium increase, change in Deductible or reduction in the Limit of Liability, or substantial reduction in coverage at least 30 days prior to the expiration date of the **Policy Period**. If mailed, the **Insurer** shall obtain proof of mailing by U.S. certified mail or first-class mail using intelligent mail barcode or another similar tracking method used or approved by the U.S. Postal Service. Proof of mailing is sufficient proof of notice. 8
- (b) If the **Insurer** fails to provide 30 days notice, the coverage provided to the **Named Insured** remains in effect until notice is given or until the effective date of replacement coverage obtained by the **Named Insured**, whichever occurs first. Notice is considered given 30 days following the date of mailing or delivery of the notice. If the **Named Insured** elects not to renew, any earned premium for the period of extension of the terminated policy shall be calculated pro rata at the lower of the current or previous year's rate. If the **Named Insured** accepts the renewal, the premium increase, if any, and other changes are effective the day following the prior policy's expiration date. 6JK
- (c) For the purposes of this subsection, notice shall be considered given if the **Insurer** delivers new policy terms and conditions 30 days before the expiration date of the **Policy Period**

2. Section VI., General Condition M., **Named Insured** Sole Agent, paragraph 2., is deleted and replaced with the following:

2. for the completing of any applications and the making of any statements and representations for the policy; and

All other terms, conditions and limitations of the policy remain unaltered.

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Named Insured:		Endorsement Number:
Policy Number: ALA-04-001360-01	Policy Period: to	Effective Date of Endorsement:
Insurer:		

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Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

SECURITY INCIDENT AND IDENTIFICATION THEFT EXTENSION ENDORSEMENT

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In consideration of the premium charged, it is agreed that Section III., Extensions of Coverage, is amended by addition of the following:

• **Security Incident Extension**

The **Insurer** will reimburse the **Named Insured**, for each **Security Incident** first occurring and reported in writing to the **Insurer** during the **Policy Period**, for expenses incurred to:

1. hire cyber forensic analysts to determine the extent of an actual security breach that has occurred; or
2. provide notification and credit monitoring services to individuals when the security, confidentiality, or integrity of their personal information has been compromised, as required by state or local privacy laws; up to a maximum reimbursable amount of \$25,000. This is the maximum amount the **Insurer** will reimburse, regardless of the number of:
 - (a) such **Security Incidents**; or
 - (b) the number of **Insureds** involved in such **Security Incidents**,

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for all **Security Incidents** reported to the **Insurer** during the **Policy Period**. Any payments made regarding such **Security Incidents** will be in addition to the Limit of Liability and are not subject to the Deductible.

Any notice the **Insured** gives the **Insurer** of such **Security Incident** pursuant to Section VI., General Condition A.2., shall be deemed notification of a potential **Claim**.

Security Incident means the unauthorized access, destruction, use, modification or disclosure of confidential or proprietary data or of personally identifiable information or data containing private or confidential information in connection with the performance of **Professional Services**.

All other terms, conditions and limitations of the policy remain unaltered.

Named Insured:		Endorsement Number:
Policy Number: ALA-04-001360-01	Policy Period: to	Effective Date of Endorsement:
Insurer:		

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Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

EXCLUSION O AMENDATORY ENDORSEMENT

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In consideration of the premium charged, it is agreed that Section V., Exclusion O., is deleted and replaced with the following:

- O. a notarized certification or acknowledgment of signature without an identity check and physical appearance before the **Insured** performing such notarization of the person whose signature was notarized or acknowledged; however, this exclusion shall not apply if notarized certification or acknowledgement of signature without a physical appearance is allowed by statute, regulation, rule, order or state mandate that applies where such notarization is performed and such notarized certification or acknowledgement of signature is in accordance with the state specified conditions and requirements where such notarization is performed.

All other terms, conditions and limitations of the policy remain unaltered.

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Named Insured:		Endorsement Number:
Policy Number: ALA-04-001360-01	Policy Period: to	Effective Date of Endorsement:
Insurer:		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

AMENDATORY ENDORSEMENT – EXTENDED REPORTING PERIOD

In consideration of the premium charged, it is agreed that:

Section III Extensions of Coverage, General Condition D., Extended Reporting Period, paragraph 3.(b), (3) is deleted and replaced with the following:

(3) retires or otherwise ceases the private practice of law during the Policy Period and has been insured by the Insurer or United States Fire Insurance Company under a primary Professional Liability Policy continuously for the past three years.

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Our Passion Protects Yours™

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**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL
("OFAC")
ADVISORY NOTICE TO POLICYHOLDERS**

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No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

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as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.

Other limitations on the premiums and payments also apply.

ANNEX III OF THE CONTRACT FOR PROVISION OF LEGAL SERVICES BETWEEN THE SECRETARIAT OF FOREIGN AFFAIRS (SRE), REPRESENTED BY THE HEAD OF THE CONSULATE OF MEXICO IN TUCSON, ARIZONA, RAFAEL BARCELÓ DURAZO AND GREGORY J. KUYKENDALL, P.C., DOING BUSINESS AS KUYKENDALL & ASSOCIATES, REPRESENTED BY GREGORY J. KUYKENDALL, REGARDING THE MEXICAN CAPITAL LEGAL ASSISTANCE PROGRAM IN THE UNITED STATES (MCLAP).

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Budgetary Requirements of the Mexican Capital Legal Assistance Program (MCLAP)

December 2023 – November 2026

CATEGORY	December 2023- November 2024	December 2024- November 2025	December 2025- November 2026
Fees for Executive Program Director	\$702,000.00	\$702,000.00	\$734,400.00
Fees for Operations and Finance Directors	\$475,200.00	\$475,200.00	\$475,200.00
Fees for Program Attorneys	\$2,095,200.00	\$2,095,200.00	\$2,230,200.00
Fees for Experts (Psychologists, Psychiatrists, Neuropsychologists, etc.) and Investigators	\$1,101,600.00	\$1,101,600.00	\$1,101,600.00
Fees for Legal Assistants, Program Coordinators and Finance Coordinator	\$846,000.00	\$846,000.00	\$846,000.00
Fees for Defense Attorneys who assume cases of Mexican nationals in capital proceedings or sentenced to death in the U.S. and for lobbying firms to achieve the implementation of the <i>Avena</i> Judgment	\$563,040.00	\$563,040.00	\$563,040.00
Administrative and Travel Costs	\$281,160.00	\$281,160.00	\$281,160.00
U.S. DOLLARS PER YEAR	\$6,064,200.00	\$6,064,200.00	\$6,231,600.00
U.S. DOLLARS TOTAL			\$18,360,000.00

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The annual totals shown above include funds that will be used for training programs as outlined below:

Training Programs	December 2023- November 2024	December 2024- November 2025	December 2025- November 2026
Training seminars regarding the death penalty and criminal law, and scholarships for such programs, directed towards SRE personnel, members of the Mexican Foreign Service, Independent Professional Service Providers of the Mexican consular representations in the U.S., Program personnel (attorneys, experts, investigators, mitigation specialists, paralegals and other professionals), defense teams and external professionals, related to specific legal issues and strategies in cases of Mexican nationals facing capital punishment proceedings.	\$354,000.00	\$354,000.00	\$354,000.00
Training materials regarding capital defense including the revision, reproduction and distribution of the Program manual for defense teams of Mexican nationals who face legal proceedings that could culminate in the imposition of a death sentence in the U.S.; participation in trainings sponsored by public defender offices and capital defense organizations; as well as other activities to support awareness and promotion of the Program.	\$42,000.00	\$42,000.00	\$42,000.00
U.S. DOLLARS TOTALS	\$396,000.00	\$396,000.00	\$396,000.00

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ANNEX IV OF THE CONTRACT FOR PROVISION OF LEGAL SERVICES BETWEEN THE SECRETARIAT OF FOREIGN AFFAIRS (SRE), REPRESENTED BY THE HEAD OF THE CONSULATE OF MEXICO IN TUCSON, ARIZONA, RAFAEL BARCELÓ DURAZO AND GREGORY J. KUYKENDALL, P.C., DOING BUSINESS AS KUYKENDALL & ASSOCIATES, REPRESENTED BY GREGORY J. KUYKENDALL, REGARDING THE MEXICAN CAPITAL LEGAL ASSISTANCE PROGRAM IN THE UNITED STATES (MCLAP).

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- List of possible death penalty cases included in the Program:

1. Aguirre Avilez, Areli
2. Arredondo Martinez, Jose Trinidad
3. Arellanes Vara, Axel Antonio
4. Arellano Ramirez, Carlos Gilberto
5. Bautista Torres, Brandon Andres
6. Cadena Garcia, Ricardo Johary
7. Castellanos Iracheta, Juan Gustavo
8. Castro Marin, Jose Angel
9. Cereceda Soto, Jesus Enrique
10. Espinoza Valdez, Rodrigo Axel
11. Fernandez Alvarado, Leonardo Daniel
12. Garcia Esquivel, Noel
13. Garcia Zarate, Salvador
14. Gomez Garcia, Edgar Ivan
15. Gomez Trujillo, Fernando
16. Guerrero Torres, Jorge Manuel
17. Hernandez Quiroga, Juan Jose
18. Jaimes Hernandez, Nicolas
19. Jimenez Cortes, Noe
20. Leyva Ledezma, Jose Luis
21. Martinez Ornelas, Humberto
22. Mendoza Osornio, Soledad Guadalupe
23. Morales Cazares, Pablo Jesus
24. Moreno Barcenas, Ruben Alexis
25. Navarro Nieves, Carlos Javier
26. Oropeza Torres, Francisco
27. Ortiz Quintero, Ofelio
28. Pascual Reyes, Jose Paulino

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29. Perez Lara, Marcos Uriel
30. Perez Pina, Abraham
31. Ponce Martinez, Christian Farid
32. Rangel Cervantes, Vanessa
33. Rivera Lopez, Juan Zenon
34. Rochin Ruiz, Jose Ines
35. Rodriguez Garcia, Martin Guadalupe
36. Sanchez Cano, Ernesto
37. Tapia Franco, Sara
38. Torres Cerda, David
39. Torres Garcia, Jose Luis
40. Valdez Beltran, Joel Vilchis
41. Vazquez Munoz, Ricardo
42. Vega Villarreal, Juan Pablo
43. Zuniga Zuniga, Bernardino

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- List of death-sentenced cases included in the Program:

1. Acosta Ojeda, Hector Alexis
2. Alvarez Banda, Juan Carlos
3. Aviles de la Cruz, Luis
4. Ayala Medrano, Hector Juan
5. Beltran Meza, Francisco Luciano
6. Camacho Gil, Jorge Adrian
7. Contreras Lopez, Jorge
8. Crespo Cota, Miguel Agustin
9. Escobar Carbajal, Areli
10. Espinosa Davila, Pedro
11. Esquivel Barrera, Marcos
12. Felix Burgos, Miguel Enrique
13. Galindo Espriella, Jorge Alberto
14. Gomez Perez, Ruben
15. Hoyos Jaime, Jaime Armando
16. Ibarra Rubi, Ramiro
17. Juarez Suarez, Arturo
18. Leon Elias, Jose Luis

19. Lopez Hernandez, Juan Manuel
20. Loza Ventura, Jose Trinidad
21. Lupercio Cazares, Jose
22. Maciel Hernandez, Luis Alberto
23. Maldonado Zequeida, Pablo Fernando
24. Manriquez Jacquez, Avelino
25. Martinez Alonso, Santiago Manuel
26. Martinez Mendivil, Carlos
27. Mendoza Garcia, Martin
28. Mendoza Novoa, Huber Joel
29. Miranda Guerrero, Victor Manuel
30. Monroy Bracamontes, Luis Enrique
31. Ochoa Tamayo, Sergio
32. Padilla Lozano, Miguel Angel
33. Parra Duenas, Enrique
34. Penuelas Velazquez, Jesus Guadalupe
35. Pineda Hernandez, Santiago
36. Ramirez Villa, Juan de Dios
37. Rocha Diaz, J. Felix
38. Rojas Medina, Victor Manuel
39. Salazar Nava, Magdaleno
40. Salcido Bojorquez, Ramon
41. Sanchez Ramirez, Juan Ramon
42. Tafoya Arreola, Ignacio
43. Tijerina Sandoval, Gustavo
44. Valencia Salazar, Alfredo
45. Vargas Barocio, Eduardo David
46. Verano Cruz, Tomas

- List of other cases included in the Program:

1. Avena Guillen, Carlos Jaime
2. Caballero Hernandez, Juan Alonso
3. Covarrubias Sanchez, Daniel
4. Fong Soto, Martin Raul
5. Maldonado Rodriguez, Virgilio

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6. Plata Estrada, Daniel Angel
7. Reyes Camarena, Horacio Alberto
8. Soriano Jimenez, Oswaldo Alonso
9. Valdez Reyes, Alfredo
10. Zamudio Jimenez, Samuel

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ADDENDUM TO THE CONTRACT FOR PROVISION OF LEGAL SERVICES BETWEEN THE SECRETARIAT OF FOREIGN AFFAIRS (SRE), REPRESENTED BY THE HEAD OF THE CONSULATE OF MEXICO IN TUCSON, ARIZONA, RAFAEL BARCELÓ DURAZO, AND GREGORY J. KUYKENDALL, P.C., DOING BUSINESS AS KUYKENDALL & ASSOCIATES, REPRESENTED BY GREGORY J. KUYKENDALL, REGARDING THE MEXICAN CAPITAL LEGAL ASSISTANCE PROGRAM IN THE UNITED STATES, SIGNED ON DECEMBER 7, 2023

BACKGROUND

On December 7, 2023, the Head of the Consulate of Mexico in Tucson, Arizona, Rafael Barceló Durazo, on behalf of the SRE, and Gregory J. Kuykendall, P.C., commercially known as Kuykendall & Associates, represented by Gregory J. Kuykendall, entered into a Legal Services Agreement under the framework of the Mexican Capital Legal Assistance Program (the Program), effective from December 1, 2023, to November 30, 2026. The purpose of the contract was established in Section 1, "Purpose of the Contract," and detailed that the legal services and assistance would be provided in accordance with Section 3, "Duties and Obligations."

On April 11, 2025, Gregory J. Kuykendall notified the Consulate of Mexico in Tucson, Arizona of his inability to continue serving as Executive Director of the Program as of May 31, 2025, and requested that this be conveyed to Minister Vanessa Calva Ruiz, Head of the Directorate General for Consular Protection and Strategic Planning (DGPCPE).

Pursuant to Clause 6.8 of the referenced agreement, the SRE and attorney Kuykendall mutually designated attorney Amy Knight as the person who will assume the direction of the Program from June 1, 2025, to November 30, 2026, and agreed to the following amendments to the instrument:

I. All references to Gregory J. Kuykendall in his individual capacity shall be replaced with the name of attorney Amy Knight, and references to his professional corporation (Gregory J. Kuykendall, P.C.) shall be replaced with Knight Law Firm, P.C. Likewise, any mention of the firm Kuykendall & Associates shall be replaced with the name of the firm Knight Law Firm.

II. Annexes containing references to Gregory J. Kuykendall—whether personal, as Gregory J. Kuykendall, P.C., or as Kuykendall & Associates—shall be updated in their entirety and replaced with the equivalent documentation for attorney Amy Knight, including but not limited to the articles of incorporation for the law firm and the professional liability insurance policy for negligent professional performance (Annexes I and II).

III. In the "Preamble" the last paragraph is deleted and replaced by:

"KNIGHT LAW FIRM, P.C. DECLARES:

That Knight Law Firm, P.C. was incorporated under the laws of the State of Arizona on September 21, 2020, as evidenced by the document in Annex I.

That its legal address is located at 3849 E. Broadway Blvd. #292, Tucson, Arizona, 85716, USA, with telephone number 520-878-8849 and email address amy@amyknightlaw.com.

That Amy Knight is the person authorized to execute legal instruments on behalf of and representing Knight Law Firm, P.C.

Amy Knight agrees to sign this Addendum to the Legal Services Contract executed on December 7, 2023."

IV. In the clause 2 "Declarations" the last paragraph is deleted and replaced by the following:

"Amy Knight is a U.S. citizen specializing in criminal defense. She has represented various foreign nationals in death penalty proceedings and is licensed to practice law in Arizona, California, and Montana, as well as in multiple federal jurisdictions."

V. In the clause 5.4.2. "Program Evaluation", the Program's staff directory is updated as follows:

- Amy Knight, Executive Program Director, +1 520-878-8849, amy@amyknightlaw.com
- Marisol Thomas, Operations Director of MCLAP, +1 520-304-1919, operations@amyknightlaw.com
- Dawn Ann Garcia, doing business as Grupo Garcia, Finance Director of MCLAP, +1 520-247-4200, finance@amyknightlaw.com
- Yvette Garcia, doing business as Grupo Garcia, Finance Director of MCLAP, +1 520-404-1441, finance@amyknightlaw.com
- Victoria Soto, Finance Coordinator of MCLAP, +1 520-603-1797, fc@amyknightlaw.com
- Pending, Program Paralegal / Coordinator I of MCLAP, [telephone pending], pc1@amyknightlaw.com
- Milton Celaya, Program Paralegal / Coordinator II of MCLAP, +1 520-269-0793, pc2@amyknightlaw.com
- Gabriela Rodriguez Clark, Program Paralegal / Coordinator III of MCLAP, +1 520-339-4797, pc3@amyknightlaw.com
- Aiko Osmanczyk, Program Coordinator IV of MCLAP, +1 520-982-8728, pc4@amyknightlaw.com
- Pending, Clerk of MCLAP, [telephone pending], clerk@amyknightlaw.com

VI. In the clause 5.4.3 the Program's email address is updated to mclap@amyknightlaw.com, the clause shall read as follows:

"The official communications between the parties will be conducted through the following email addresses: dgpmexterior@sre.gob.mx; dgcjuridica@sre.gob.mx; contucson@sre.gob.mx; and mclap@amyknightlaw.com.

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SUPPLEMENTARY PROVISIONS

FIRST: On **May 28, 2025**, Executive Director Gregory J. Kuykendall delivered to the Consulate of Mexico in Tucson, Arizona, the amount of **\$2,490,720.61 USD** via check #2483, corresponding to the unspent funds in IOLTA account number **935798790** as of **May 28, 2025**.

SECOND: Following the signing of this Addendum, the Consulate of Mexico in Tucson shall transfer to attorney Amy Knight the amount of **\$2,490,720.61 USD**, corresponding to the funds previously delivered by attorney Gregory J. Kuykendall, within a maximum of three business days.

THIRD: The Head of the Consulate of Mexico in Tucson, Arizona, the Executive Director of the Program, and the witnesses to the signing shall attach copies of their official identifications as Annex III.

FOURTH: The Head of the Consulate of Mexico in Tucson, Arizona, and the Executive Director of the Program will attempt to resolve through good faith negotiations any dispute or difference derived from the interpretation or fulfillment of this contract, as well as any other related to it.

FIFTH: Any dispute or controversy between the parties arising from the interpretation and fulfillment of the contract shall be resolved in the United States District Court for the District of Arizona.

SIXTH: Nothing in the present Addendum shall constitute or be interpreted as an implicit or explicit waiver or a surrender of the rights, privileges and/or immunities afforded to the Government of the United Mexican States or the Consulate of Mexico in Tucson, Arizona, under international law, the Vienna Convention on Diplomatic Relations, the Vienna Convention on Consular Relations or the Foreign Sovereign Immunities Act. To the extent that the provisions of the present contract conflict with the provisions of the said instruments, the terms of the latter shall govern.

SEVENTH: The general and supplementary provisions described herein shall take effect on June 1, 2025. All other clauses of the Legal Services Contract signed on December 7, 2023, remain in effect and apply to this Addendum.

EIGHTH: This Addendum is executed in Spanish and English, in five originals, with a term from June 1, 2025, to November 30, 2026. In the event of any controversy, the English version shall prevail.

NINTH. This Addendum forms an integral part of the contract.

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Date: June 2, 2025



Amy Knight
On behalf of the law firm of Knight Law Firm,
P.C.
Doing business as Knight Law Firm
Executive Program Director



Representing the SRE
Rafael Barceló Durazo
Head of the Mexican Consulate in
Tucson, Arizona



Milton Celaya
Paralegal Coordinator II of
MCLAP
Witness of the Executive
Program Director



Lee Polo Wong Medina
Deputy Consul of the Consulate
of Mexico in Tucson, Arizona
Witness of the
Head of the Consulate of Mexico
in Tucson, Arizona



CONSULADO DE MEXICO
TUCSON, ARIZONA

Seal of the Consular Representation