**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 in print and 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.

<table>
<thead>
<tr>
<th>1. Name of Registrant</th>
<th>2. Registration Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>King &amp; Spalding LLP</td>
<td>6501</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Primary Address of Registrant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1180 Peachtree Street, NE</td>
</tr>
<tr>
<td>Atlanta, GA 30309</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Name of Foreign Principal</th>
</tr>
</thead>
<tbody>
<tr>
<td>America-Georgia Economic Cooperation Foundation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Address of Foreign Principal</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 Tarkhnishvili Street</td>
</tr>
<tr>
<td>Tbilisi, Georgia 0179</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Country/Region Represented</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Republic of Georgia</td>
</tr>
</tbody>
</table>

7. Indicate whether the foreign principal is one of the following:

- [ ] Government of a foreign country
- [ ] Foreign political party
- [x] Foreign or domestic organization: If either, check one of the following:
  - [ ] Partnership
  - [ ] Corporation
  - [ ] Association
  - [ ] Committee
  - [ ] Voluntary group
  - [x] Other (specify) Non-Governmental Organization
  - [ ] Individual-State nationality

8. If the foreign principal is a foreign government, state:
   a) Branch or agency represented by the registrant
      n/a
   b) Name and title of official with whom registrant engages
      n/a

---

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.
9. If the foreign principal is a foreign political party, state:
   a) Name and title of official with whom registrant engages
      n/a
   
   b) Aim, mission or objective of foreign political party
      n/a

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.
      To facilitate execution of free trade agreement between the United States of America and Georgia as a strategic partnership for the mutual benefit of Georgia and the United States and as a gateway to the broader region of the South Caucasus and Central Asia. To facilitate opening of regional representation or branch of the U.S International Development Finance Corporation in Georgia to promote sustainable, responsible private sector investment in Georgia and the broader region of the South Caucasus and Central Asia.

   b) Is this foreign principal:
      Supervised by a foreign government, foreign political party, or other foreign principal   Yes □ No ☑
      Owned by a foreign government, foreign political party, or other foreign principal  Yes □ No ☑
      Directed by a foreign government, foreign political party, or other foreign principal  Yes □ No ☑
      Controlled by a foreign government, foreign political party, or other foreign principal Yes □ No ☑
      Financed by a foreign government, foreign political party, or other foreign principal  Yes □ No ☑
      Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes □ No ☑

11. Explain fully all items answered "Yes" in Item 10(b).
   n/a

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.
   America-Georgia Economic Cooperation Foundation is governed and managed by a 7-member Board consisting of the following members: Mamuka Bakhtadze (Chairman), Irina Lortkipanidze, Matt Kennedy, Stewart Ackerly, Caleb Charles McCarr, Dimitri Tskitishvili, and Levan Avalishvili.
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.

<table>
<thead>
<tr>
<th>Date</th>
<th>Printed Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 04, 2022</td>
<td>Thomas J. Spulak</td>
<td>/s/ Thomas J. Spulak</td>
</tr>
</tbody>
</table>
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 in print and 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
   King & Spalding LLP

2. Registration Number
   6501

3. Name of Foreign Principal
   America-Georgia Economic Cooperation Foundation

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? February 3, 2022

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

   King & Spalding will research and prepare a paper regarding the benefits of supporting trade and investment with Georgia.
9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

King & Spalding will research and prepare a paper regarding the benefits of supporting trade and investment with Georgia.

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

Yes [x] 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.

King & Spalding LLP has been retained by America-Georgia Economic Cooperation Foundation to prepare and present a proposal to the U.S. Government for cooperation between the governments of the United States and Georgia regarding a free trade agreement and establishment of a Development Finance Corporation office.

11. Prior to the date of registration for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes □ No [x]

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.

n/a

Set forth below in the required detail the registrant's political activities.

<table>
<thead>
<tr>
<th>Date</th>
<th>Contact</th>
<th>Method</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
12. During the period beginning 60 days prior to the obligation to register\(^3\) 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.

<table>
<thead>
<tr>
<th>Date Received</th>
<th>From Whom</th>
<th>Purpose</th>
<th>Amount/Thing of Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total

13. During the period beginning 60 days prior to the obligation to register\(^4\) for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes □   No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

<table>
<thead>
<tr>
<th>Date</th>
<th>Recipient</th>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total

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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

March 04, 2022 Thomas J. Spulak /s/ Thomas J. Spulak
February 3, 2022

America-Georgia Economic Cooperation Foundation
9 Tarkhnishvili Street
Tbilisi, Georgia 0179

Re: Agreement For Legal Services

America-Georgia Economic Cooperation Foundation:

We are pleased that you have asked King & Spalding LLP (the “firm,” “us,” “we”) to serve as your counsel. This letter will confirm our discussions about this engagement and the basis on which the firm will provide its legal services. If you have questions about these provisions or would like to discuss possible modifications, please call me. If you are in agreement, please return a countersigned copy of this letter to me.

1. **Client and Scope of Representation.** The firm’s client in this matter will be the America-Georgia Economic Cooperation Foundation (“you”). The firm will be engaged to advise you on the execution of a free trade agreement (“FTA”) between the United States and Georgia and the establishment of a regional United States International Development Finance Corporation (“DFC”) office in Georgia, to include the production of a white paper on these topics as set out in the attached Request for Proposal and related discussion of January 2, 2022. As part of this engagement, we will provide initial drafts regarding a DFC office by February 15, 2022, and an FTA by March 8, 2022. You may limit or expand the scope of this matter, but the firm must agree to any substantial expansion in advance.

2. **Term of Engagement.** You or the firm may terminate this engagement at any time for any reason by written notice, subject on the firm’s part to applicable rules of professional conduct. If the firm terminates the engagement, the firm will take such steps as are reasonably practicable to protect your interests in the matter.

   Unless previously terminated, the firm’s engagement for this matter will terminate when we send you our final invoice for services in this matter. Following termination, nonpublic
information you have supplied to us that we have retained will be kept confidential in accordance with applicable rules of professional conduct. We will promptly return your papers and property at your request upon payment of outstanding fees and costs, and will retain our own files, including lawyer work product, and we retain all intellectual property in our work. We will transfer all documents we retain to the personnel responsible for administering the firm’s records retention program. You agree that we may securely dispose of or destroy any files you have not requested to be returned to you a reasonable time after termination of this matter in accordance with our document management policy.

You are engaging our firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in applicable laws or regulations that could have an impact on your rights and liabilities. You agree that unless you actually engage the firm after the matter’s completion to provide additional advice or representation on issues arising from the matter, we have no continuing obligation to advise as to future developments.

3. **Fees and Expenses.** The firm’s fees will be a flat fee of $55,000 plus any applicable expenses from the date of this letter until April 15, 2022.

Our invoices will include separate charges for expenses in performing our services, such as photocopying, outside messenger and delivery services, computerized research, and search and filing fees. We will not charge any such fees unless first approved by you.

Invoices will normally be rendered monthly for work performed and expenses posted the previous month. Payment is due within 30 days of your receipt of our invoice, and if an invoice remains unpaid for an unreasonable length of time, the firm may cease performing services for you or withdraw from the engagement unless satisfactory arrangements are made to pay outstanding invoices and future fees and expenses.

4. **Client Responsibilities.** You agree to cooperate fully with us in connection with this matter and provide us with all information known and available to you that relates to the engagement and matter. You also undertake to cooperate with the firm in complying with any regulatory or compliance obligations relating to the engagement and to pay our invoices in accordance with Section 3.

In accordance with ABA guidance, we advise you that communications between you or your representatives and your lawyers that may be accessed lawfully by third parties, such as through hotel, home, employment, or public servers to which others may have rights of access, can jeopardize or eliminate confidentiality, attorney-client and other evidentiary privileges and protection against disclosure. We encourage you to assure that secure methods are used for all communications of confidential information.

5. **Conflicts.** As you are aware and we have discussed, our firm has a diverse practice and represents many other companies and individuals, including some that are or may be your competitors, customers, suppliers, and contract counterparties or your employer. During the time the firm is representing you, some of the firm’s present or future clients may have
February 3, 2022
Page 3

disputes or transactions with you. We will not, without your informed consent, undertake any representation of another current or future client in a matter that is the same or substantially related to any matters we have handled or are handling for you in which your and the other client’s interests conflict. However, you agree that we may take on matters for current and future clients without further consent if the matters are not substantially related to any current or prior matter for you, even if that client’s interests in that matter conflict with or are directly adverse to your interests, including matters for advice, corporate or finance transactions, including mergers and acquisitions, litigation, and arbitration, provided that, before we undertake such a matter, we have first reasonably concluded that we can represent both clients’ interests without compromising our independent judgment or lessening our vigorous representation of either client and also take timely and effective steps to protect all confidential information provided by and to each client. These protections are meant to avoid the risks of diminished loyalty and compromised confidences. The firm seeks similar agreements from many other clients to preserve its ability to represent you. We are prepared to answer your questions and recommend you obtain advice of counsel independent of our firm about this consent because we may not advise you on this topic. Your countersignature of this letter or instructing us in a matter will signify your understanding of this conflict of interest and consent to our representing you and another client in this way, subject to our adherence to these conditions.

The firm’s representation of you in this matter does not give rise to an attorney/client relationship between the firm and any of your parent, subsidiary, or affiliated companies or individuals, or with any entities of the Government of Georgia, unless we agree otherwise in writing, and you agree that representing you does not create a conflict of interest with any such non-represented entities or individuals in the event we represent other clients adversely to their interests. You also agree that neither an attorney/client relationship nor a basis for a conflict of interest will arise solely from your providing us with confidential information about any such non-represented entities or individuals.

6. **Firm Privilege.** If issues come up concerning our professional or ethical duties and rights concerning our work for you, we may seek privileged and confidential advice from internal firm lawyers or external legal counsel with relevant responsibility or expertise. Courts have reached different views on the applicability of privilege and confidentiality between clients and their lawyers unless the lawyer first terminates its relationship with its client in order to obtain privileged and confidential advice, which may turn out to be necessary. The firm believes that the view of courts and commentators endorsing lawyers’ right to assert privilege in those circumstances provides benefits to both the firm and the client. You agree that, if we consult internal or external legal counsel in these circumstances about our work for you, you will not assert a right to learn the content of such advice even if it concerns a question of actual or potential professional liability, professional conduct, or other claim that might be considered a conflict of interest or breach of duty. This paragraph does not alter our obligations to you in such a circumstance.

This letter sets out all of the terms of our engagement agreement with you.
February 3, 2022
Page 4

We thank you for this opportunity to work with you. I am available to discuss any questions or comments now and throughout the course of our representation. If you are satisfied that this letter correctly sets out our agreement, please return a countersigned copy to me as soon as possible; however, these terms will be binding on both of us when we begin work even if not countersigned or returned.

Very truly yours,

Daniel M. Crosby
Partner

AGREED TO AND ACCEPTED:

America-Georgia Economic Cooperation Foundation

by: _______________________

__________________________

Date: ____________________

BeginTypingHere

Atch: Request for Proposal