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>Brownstein Hyatt Farber Schreck, LLP</td>
<td>5870</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>3. Primary Address of Registrant</th>
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<tbody>
<tr>
<td>410 Seventeenth St. Suite 2200</td>
</tr>
<tr>
<td>Denver, CO 80202</td>
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<table>
<thead>
<tr>
<th>4. Name of Foreign Principal</th>
<th>5. Address of Foreign Principal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Embassy of the Republic of Korea</td>
<td>2450 Massachusetts Ave NW</td>
</tr>
<tr>
<td></td>
<td>Washington, DC 20008</td>
</tr>
</tbody>
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<table>
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<tr>
<th>6. Country/Region Represented</th>
</tr>
</thead>
<tbody>
<tr>
<td>Republic of Korea</td>
</tr>
</tbody>
</table>

| 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 |
| Embassy of the Republic of Korea |
| b) Name and title of official with whom registrant engages |
| Counselor Wieyoung Ha |

---

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

   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
       Owned by a foreign government, foreign political party, or other foreign principal
       Directed by a foreign government, foreign political party, or other foreign principal
       Controlled by a foreign government, foreign political party, or other foreign principal
       Financed by a foreign government, foreign political party, or other foreign principal
       Subsidized in part by a foreign government, foreign political party, or other foreign principal

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

1/22/2021

Printed Name

Marc S. Lampkin

Signature

[Signature]
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

Brownstein Hyatt Farber Schreck, LLP

2. Registration Number

5870

3. Name of Foreign Principal

Embassy of the Republic of Korea

Check Appropriate Box:

4. [x] 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? 1/14/2021

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

Provide government relations services and strategic counsel on matters before the US Government.
9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See response to #8 above.

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.

   See response to #8 above.

11. Prior to the date of registration\(^2\) for this foreign principal has the registrant engaged in any registrable activities, such as 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
12. During the period beginning 60 days prior to the obligation to register 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>
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Total

13. During the period beginning 60 days prior to the obligation to register 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>
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<tbody>
<tr>
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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.

<table>
<thead>
<tr>
<th>Date</th>
<th>Printed Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/22/2021</td>
<td>Marc S. Lampkin</td>
<td></td>
</tr>
</tbody>
</table>
January 13, 2021

VIA E-MAIL

Embassy of the Republic of Korea
Counselor Wieyoung Ha
2450 Massachusetts Ave NW
Washington, DC 20008

RE: Engagement Agreement for Policy Services

Dear Counselor Wieyoung Ha:

Thank you for selecting Brownstein Hyatt Farber Schreck, LLP (the "Firm") to serve as policy advisors to Embassy of the Republic of Korea (collectively, "Korea" or "you"). We are very pleased and privileged to work with you. The purpose of this engagement letter (the "Agreement") and the attached Standard Terms and Conditions which are incorporated into this letter by this reference (the "Terms") is to outline the nature and scope of the engagement and our respective responsibilities and expectations.

The Clients: The Firm will represent Korea but not its principals, corporate parents or other owners, subsidiaries, or other affiliates.

Scope of Engagement: This Agreement and the Terms apply to the policy-related engagement described in the attached Statement of Work, as well as future policy-related engagements with respect to which you ask the Firm to represent you, unless we execute a separate agreement for one or more separate engagements. Services rendered to you prior to your signing this Agreement are subject to the provisions of this Agreement and the Terms.

Staffing, Fees, Costs and Billing Arrangements: In the course of our engagement, it is anticipated that I will supervise and coordinate most of the work on this matter, with the assistance of any policy professionals, law clerks, assistants, and other staff working with me. I can be reached directly via email at mlampkin@bhfs.com.

Starting January 12, 2021, our monthly retainer fee for this matter will be $30,000, effective through 6/30/2021, at which time we will discuss renewing this agreement. Invoices will be billed quarterly in advance. The first billing month will be calculated pro rata.

In the course of providing services to you, it may be necessary for us to incur certain costs. You agree to reimburse us in accordance with the Terms for all reasonable costs that we actually incur. For more information on billing, including third party and other costs for which you will be billed, rate changes and other factors affecting fees and other charges, please refer to the Terms.

Conflicts of Interest: We have conducted a search in our conflicts database of your name and the names of your owners, principals and affiliates and all adverse parties and their owners, principals and affiliates that you provided to us, as applicable. Based on the information provided, we have discovered no current conflicts. To help us continue to assess conflicts, as this matter proceeds, we will depend on you to keep
us advised of changes in Korea's owners, principals, affiliates and potential adverse parties that might affect our analysis of actual or potential conflict of interests.

We also wish to emphasize that the Firm provides a wide array of public policy services to many clients around the world. These services include legislative and administrative representation on matters that may affect your interests, directly or indirectly. Therefore, as a condition of our undertaking to represent any client on a particular matter as described in the engagement letter, we hereby ask you, as we do each of our clients, to waive objection to any conflict of interest that might be deemed to be created by our representation of other clients in legislative or administrative policy matters that are unrelated to the specific representation we have been asked to undertake on your behalf. Your waiver will permit us to represent another client in advocating a change in law or policy areas even if the policy we advocate would or might have a direct or indirect adverse impact upon your interests.

** Appropriations:** You agree that no compensation provided under the Agreement shall be paid from Federal appropriated funds, and that you will take all necessary steps to comply with the Federal Acquisition Regulation's Limitations on the Payment of Funds to Influence Federal Transactions, 48 C.F.R. § 3.800 et seq.

**Government Contracts:** We agree that the scope of our representations shall not include any acts that would induce or tend to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of this matter. You understand that the Firm does not hold itself out as being able to obtain any government contract on any basis other than the merits of the matter

**Foreign Agent Registration Requirements:** The parties agree that the Firm may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA"), on behalf of the client and thereafter will be required to file the reports required by FARA, detailing its activities on the client's behalf.

**Privilege & Confidentiality:** Please note that although we are a law firm, and many of the people with whom you will work may be licensed attorneys, there may be instances in which the Firm's communications with you are not covered by the attorney-client privilege. Even if the privilege does not apply, however, the Firm will treat all information and documents provided to us as confidential pursuant to the applicable Rules of Professional Conduct. This confidentiality shall apply not only throughout the performance of this Agreement but also after the termination of the Agreement. We acknowledge that any disclosure of confidential information is an act against Korea's interest, unless such disclosure is required by applicable law, regulation, or court order. Please let us know if you have questions so that we can discuss this issue in more detail.

**Complete Agreement:** This Agreement and the Terms contain all the terms and provisions of and related to our engagement. This Agreement and the Terms may only be amended in a writing signed by a representative of the Firm and you.

If you agree with the terms and provisions of this Agreement and the Terms, please countersign this letter where indicated below and return it to us at your earliest opportunity. If you have any questions, please feel free to contact me or a member of our team.
Embassy of the Republic of Korea  
January 13, 2021  

Page 3

Sincerely,

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: Marc S. Lampkin

Acceptance of Agreement and Standard Terms and Conditions:

The undersigned entity represents and warrants that it has the power and authority and that the individual signing on its behalf below has been authorized to enter into and sign this Agreement. The undersigned does hereby engage Brownstein Hyatt Farber Schreck, LLP in accordance with the terms of this Agreement and the attached Standard Terms and Conditions, effective as of the date of this Agreement.

EMBASSY OF THE REPUBLIC OF KOREA

By:  
Name: "W"  
Its: Counselor

NILO
Duties of the Parties: Brownstein Hyatt Farber Schreck, LLP (the “Firm”) agrees to represent you in accordance with the accompanying Engagement Agreement for Policy Services (the “Agreement”) and these Standard Terms and Conditions — Policy Matters (the “Terms”). You agree to fully cooperate with us, be open and truthful, provide us with complete information pertaining to the representation, keep us informed of developments, promptly respond to our inquiries and communications, and pay our bills in a timely manner.

Billing Period and Payments: We will bill you on a monthly basis or such other periodic basis as we may determine. Except as otherwise set forth herein, you agree to make payment of all outstanding fees and costs within 30 days of your receipt of a billing statement. We reserve the right to charge interest on overdue amounts at the rate of 1.5% per month, or the maximum interest rate permitted by law, whichever is less, from the date due until paid. You agree to pay such interest on the outstanding balance in addition to the balance of fees and expenses due. You confirm that the payments made pursuant to this Agreement will be made from your funds, and funds are not being provided by another entity for the purpose of paying the fees described in this Agreement.

Outside Contractors and Assistants: You agree that we may utilize contractors and assistants who are supervised by our policy professionals but not employed by the Firm, and who may reside inside or outside of the United States.

In-House Costs and External Expenses: In addition to fees incurred for policy work, your statement may include other charges and costs that you agree to pay, such as for events or long-distance travel.

At our discretion, all costs may be included on your statement or billed directly to you. We may also require that you pay such costs, and we assume no obligation to advance any costs on your behalf or to pay vendors, experts, consultants or other third parties we engage on your behalf.

No Guarantees: Comments or expressions of opinion about the potential outcome of your matter or any phase thereof are expressions of opinion only. We cannot guarantee the outcome or make any promises in that regard. Unless otherwise specifically agreed in writing, our fees are contingent upon the outcome or make any promises in that regard. Unless otherwise specifically agreed in writing, our fees are not guaranteed to be virus-free or immune from invasions of expected privacy. If for these or other reasons you would prefer or require that we not use electronic communications or that we follow special instructions or encrypt emails or other communications, you should promptly advise us of your wishes.

Ownership of Records and Files: You understand and agree that your client file consists of any correspondence, legal memoranda, pleadings, agreements, or other documents that the Firm retains in its electronic document management system, which is duplicated in hard copy. It is our policy to destroy all client files (including all documents and materials therein) no less than eight years following completion of each matter. This file destruction procedure is automatic, and you will not receive further notice prior to the destruction of these files. Accordingly, we advise you to maintain your own files relating to the matters which we are handling. Alternatively, you may request, prior to our scheduled destruction date, that we deliver all or certain portions of these client files to you rather than destroying them.

Termination: You may terminate our services at any time. If you choose to do so, you agree to give us prompt notice of the termination. Upon such termination, you will remain obligated to pay for all services rendered and costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter. If we are attorneys of record in any proceeding, you agree to promptly execute and return to us appropriate documents effecting our substitution or withdrawal. We will promptly return to you any remaining balance of your retainer as well as a copy of your client file, as described above.

Except to the extent limited by applicable law or rules of professional conduct, we may also withdraw from this engagement at any time. We may withdraw, by way of example, if:

- You fail to fulfill an obligation to the Firm or to honor the terms of the Agreement or these Terms, such as by failing to pay our statements or to post deposits in a timely manner;
• You make it unreasonably difficult to represent you;

• Our continued work for you will result in an unreasonable financial burden on the Firm; or

• Facts or circumstances arise that, in our view, render our continuing representation unlawful or unethical.

If we elect to withdraw, you agree to take all steps reasonably necessary to free us of any obligation to perform further services. Notwithstanding such withdrawal, you will remain obligated to pay us for all services provided and to reimburse us for all costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter.

Our engagement with you will be considered terminated at the earliest of your termination of our engagement, our withdrawal from our representation of you, or the substantial completion of our work for you (as may be evidenced by a final bill, by a substantial period of inactivity, or otherwise).

Disputes: All disputes arising out of or relating to the Agreement and these Terms shall be resolved in a binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration will take place in, and be administered in accordance with the laws of, the state in which the legal services provided by the Firm were primarily performed. The arbitrator shall award the substantially prevailing party its reasonable attorney fees and costs, and judgment on the award may be entered by a court of competent jurisdiction.

Interpretation and Effective Date: The Agreement and these Terms supersede all other prior and contemporaneous written and oral agreements and understanding between us, including any outside counsel guidelines or service level agreements, or the like, that you adopt, unless such outside counsel guidelines or service level agreements have been provided to us prior to the date of the Agreement or unless the Agreement and these Terms have been made expressly subject thereto. You acknowledge that no promises have been made to you by us other than those in the Agreement and these Terms. In the event that these Terms conflict with the Agreement, the Agreement will govern. If any provision of these Terms or the Agreement is found unenforceable, the remaining provisions will remain in effect. If the Agreement does not take effect for any reason, you will still be required to pay us the reasonable value of any services we performed for you and all costs actually and reasonably incurred on your behalf.
Embassy of the Republic of Korea has asked and the Firm has agreed to represent it in the following policy matter:

The Project: Federal government relations services.
INTEGRITY AGREEMENT

Madam Minister of Foreign Affairs,

In recognizing that ‘Corruption-free and Transparent Corporate Governance and Fair Administration’ are important factors in social development and competitiveness,

In affirmatively acknowledging the purpose of integrity agreements in light of the ratification of the OECD Anti-bribery Convention and the current trend of heightened disciplinary measures on corrupt corporations and governments,

With regard to participating in a bidding process or entering into a contract, I hereby pledge that:

1. I will not engage in any unfair conduct that improperly obstructs free competition by fixing or maintain a bidding price in order to award a contract to a particular individual or by colluding, consulting, or consenting with other companies or individuals;

2. I will not directly or indirectly provide any undue benefits, entertainment, or monetary gifts to Ministry of Foreign Affairs (MOFA) officers; and

3. In the event that undue benefits, entertainment, or monetary gifts have been found to be provided before the execution of contract, I will forfeit the award of contract, and when found to have provided undue benefits, entertainment, or monetary gifts during the performance of contract, I will agree to cancellation of contract. And When undue benefits entertainment, or monetary gifts have been found to be provided after the performance of contract, I will agree to termination of contract in part or in its entirety.

I recognize that this Integrity Agreement is based on mutual trust and I pledge that I will observe the terms of this Agreement and that I will not request compensation to the MOFA for forfeiture of bidding rights or for termination of the contract, and not object, protest, or bring a civil or criminal lawsuit based on the exclusion from bidding.

Date: 1/14/2021

Pledger: [Signature]

Occupation: Attorney and Shareholder
Position: Managing Partner
Name: Marc Lampkin