Received by NSD/FARA Registration Unit 11/10/2021 10:22:29 AM

OMB No. 1124-0006; Expires July 31, 2023

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 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.

1. Name of Registrant
Mr. Angel Velitchkov

2. Registration Number
7041

3. Primary Address of Registrant
7111 Old Post Road, Suite 9, Lincoln, NE 68506

4. Name of Foreign Principal
Gradus-98 AD

5. Address of Foreign Principal
Stara Zagora Industrial Quarter
Sofia
BULGARIA

6. Country/Region Represented
BULGARIA

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

- ☐ Government of a foreign country [1]
- ☐ 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

b) Name and title of official with whom registrant engages

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.

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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.

   Integrated poultry producer.

   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).

   Item 10(b) Owned: Gradus is a family business located in Bulgaria and is owned by a Bulgarian family.

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
11/10/2021	Angel Velitchkov	/s/Angel Velitchkov

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
11-8-21	ANGEL VELITCHKOV	Angel Velitchkov

PREVIEW

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OMB No. 1124-0004; Expires July 31, 2023

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 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	2. Registration Number
Mr. Angel Velitchkov	7041

3. Name of Foreign Principal
Gradus-98 AD

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? 11/02/2021

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

I am working as a consultant with Jeff Kirkpatrick to provide Gradus strategic business and communication advice in relationship to both expansion opportunities and their continued operation in Bulgaria's current political climate. There may be additional special projects that will be added under the scope of the agreement. The retainer covers all of the services provided within the term of the agreement with the exception of any necessary expenses which may be incurred.

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

Registrant will work with Gradus through Jeff Kirkpatrick in giving them strategic business and communication advice in relationship to business expansion opportunities and their continued operation in Bulgaria's current political climate. The parties agree that additional special projects may be added during the term of their agreement.

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.

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[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.

Date Received	From Whom	Purpose	Amount/Thing of Value

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.

Date	Recipient	Purpose	Amount

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
11/10/2021	Angel Velitchkov	/s/Angel Velitchkov
11/10/2021	Angel Velitchkov	/s/Angel Velitchkov
11/10/2021	Angel Velitchkov	/s/Angel Velitchkov
11/10/2021	Angel Velitchkov	/s/Angel Velitchkov

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
11-8-21	ANGEL VELITCHKOV	Angel Velitchkov

PREVIEW

CONTRACT

This agreement is entered in on the day of execution by the parties below.

I. The Parties:

A. Gradus-98 AD, EUK 123120561 – with its business address at Stara Zagora, Industrial Quarter, Sofia, Bulgaria, (hereinafter "Gradus-98").

B. Governmental Law, LLC – with its business address at 8040 Eiger Drive, Suite, B, Lincoln, Nebraska 68516, (hereinafter the "Firm")

C. Representatives - During the execution of this contract Gradus-98 shall be represented by Luka Angelov and the Firm shall be represented by Jeffery R. Kirkpatrick.

II. Services

A. Both parties agree that the Firm shall assist Gradus-98 with its agenda as it relates specifically to its business and reputational relations with the U.S. administration, Congress, and media, think-tanks, and other opinion-shapers.

B. The Firm commits to assisting Gradus-98 with its agenda as it relates specifically to its business and reputational relations and its strategic plannting. The Firm and Gradus-98 will agree on a work plan to address these activities in detail. The following activities are among those we are prepared to undertake on Gradus-98's behalf:

- represent the interests of Gradus-98 by promoting successful business and reputational performance to partners;
- provide advice on an upcoming audit for a potential business partner, as part of the Gradus group;
- provide communication and strategic assistance to the company to find new business partners;
- provides analysis and data on the state of the world economy and trade
- Provide timely analyses of U.S. policy, political, international economic, trade, human rights, democratization, and related developments.
- Through close coordination with Gradus-98 and its representatives, the Firm is also prepared to undertake other special assignments and/or projects, provided that they are mutually agreed to by both parties.

III. Fee and Payment Arrangement

During our engagement, Gradus-98 agrees to pay the Firm a monthly retainer

of $35,000, with the first payment, constituting three months of services, or $105,000, due upon the signing of this Contract. Subsequent monthly payments shall become due on the fifteenth day of January, February, and March 2022. The Firm will issue invoices to Gradus-98 for these payments. The Firm will not bill separately for incidental expenses but will bill quarterly for U.S. official filing fees (estimated at less than $1000 during the term of this engagement), travel-related expenses, and special projects (such as mass document production and transmission). Travel-related expenses by members of the Firm or other persons whom Gradus-98 designates, and special projects must be approved in advance by the Gradus-98 Representative. During the period of the retainer, we will meet or otherwise communicate with you and/or Gradus-98's designated representatives on a regular basis and as frequently as necessary. Other members of the Firm and associated consultants will be included as needed. The Firm anticipates, with the support and acknowledgment of Gradus-98, that Angel Velitchkov, Senior Policy Advisor, will be significantly involved in providing strategic and communications support to the Firm's work under this Agreement. His compensation will be encompassed within Gradus' retainer with the Firm.

IV. Term

The term of this contract is six months from the date of execution and may be extended upon the mutual agreement of the parties. Either Gradus-98 or the Firm may terminate this Contract at any time, by thirty-days written notice. If the Contract is terminated, Gradus-98 will pay any earned, unpaid fees, charges for related expenses, and services incurred to the date of termination.

V. Translation

This contract shall be executed in both Bulgarian and English. In the case of any discrepancy, the English text shall govern.

For Gradus-98

Date: October ___, 2021

For Governmental Law, LLC

Date: ~~October~~ November 2, 2021