

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 BlackSummit Capital LLC	2. Registration Number 7424
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3. Primary Address of Registrant
395 Chandamere way, Nicholasville, KY 40356

4. Name of Foreign Principal Trace Group Hold Plc	5. Address of Foreign Principal "Nikola obrazopisov" 12 Sofia, Region Triaditsa BULGARIA 1408
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6. Country/Region Represented
BULGARIA

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
- b) Name and title of official(s) 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.

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.

A construction company that specializes in infrastructure construction, rehabilitation, maintenance, design works, and all associated activities.

b) Is this foreign principal:

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

Trace Group Hold PLC is a publicly traded joint stock company listed on the Sofia Stock Exchange, respectively has a very transparent capital structure. The free flow of shares is less than 10%. The majority share ownership belongs to the Chair of the Supervisory Board, Prof. Nikolay Mihaylov.

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
06/17/2024	John Charalambakis	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/John Charalambakis
_____	_____	<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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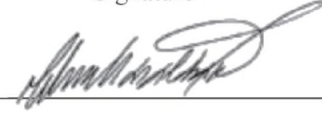
Date

Printed Name

Signature

June 17, 2024

John Charalambakis



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>.

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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 BlackSummit Capital LLC	2. Registration Number 7424
--	--------------------------------

3. Name of Foreign Principal
Trace Group Hold Plc

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? 06/10/2024
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.
BlackSummit will provide corporate consulting services to Trace as outlined in the attached agreement.

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

See Appendix for Response

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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.

Yes, BlackSummit will lobby, promote, meet with officials, etc. to advance the mutual interests of the US and Trace Group.

11. Prior to the date of registration² 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
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12. During the period beginning 60 days prior to the obligation to register³ 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 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
06/17/2024	John Charalambakis	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/John Charalambakis
_____	_____	<input data-bbox="889 541 959 581" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 669" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 709 959 753" type="text" value="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.

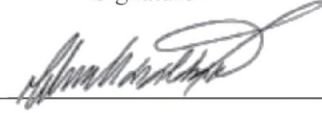
Date

Printed Name

Signature

June 17, 2024

John Charalambakis



Appendix Response to Item 9

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

1. US relationships:

- a. Using its existing relationships with both public and private groups, as well as by exploring additional opportunities through its network, BlackSummit will assist Trace in establishing business relationships with US government officials and US corporations.
- b. BlackSummit intends to organize trips of US officials to Bulgaria to demonstrate the country's significance to stability in the Balkans and emphasize the country's importance as a critical player in the Eastern European corridor with its access to the Black Sea and thus its proximity to Ukraine.
- c. BlackSummit shall establish a stable communication line with the US missions in the areas of operations of Trace, including the establishment of trust and support between Trace and those Missions.
- d. Additionally, BlackSummit will assist Trace in establishing a US-based office to represent the company and its US-based ventures. As needed, BlackSummit will connect Trace with legal and tax experts in the US to assist in the incorporation and administration of a US business.

2. Business development:

- a. BlackSummit will assist Trace in expanding its business on the Balkans to enhance its project diversity and build an even stronger presence, especially in projects, financed by or promoted by the US and NATO. By gaining such business, Trace will solidify its role as a key Balkans construction company and affirm its competitive advantage, allowing the company to expand its footprint both domestically and internationally.
- b. BlackSummit will assist Trace in establishing local partnerships to address the company's goals in terms of development, expansion, as well as its objectives for funding and capital raising.
- c. BlackSummit will consult with Trace to determine the best capital structure and optimal funding options for their individual projects. BlackSummit will also assist in the drafting of all necessary materials (business plans, teasers, information memorandum for investors, financial models, as well as anything else that may be needed).

3. Infrastructure project expansion in Bulgaria, Greece, and the greater Balkan region:

- a. As part of the effort to expand Trace's business in Bulgaria, BlackSummit will support the company in finding opportunities to be involved in additional infrastructure projects that enhance its core competencies in design, construction, reconstruction, rehabilitation, and maintenance, as well as add to its portfolio of experience.
- b. BlackSummit will utilize its connections and relationships in Greece to assist Trace in building partnerships with construction firms and other businesses in Greece to increase the company's presence in the Eastern European region. Additionally, BlackSummit will seek out infrastructure projects in Greece, such as the construction of bridges, highways, railways, pipelines, etc., that Trace can be involved in.
- c. BlackSummit will also assist Trace in identifying strategic projects in other Balkan countries.

ADVISORY AGREEMENT

This advisory Agreement was made this 10 Day of June 2024 between

- (i) **Trace Group Hold Plc**, located at 1408 Sofia, Region Triaditsa, Str. "Nikola Obrazopisov" 12 ("Trace"), represented by Boyan Delchev , CEO, (hereinafter referred to as the "**Party A**", the "**Client**" or the "**Company**"), and
- (ii) **BlackSummit Capital LLC, (BSC)** whose mailing address is 99 Wind Haven, Nicholasville, KY 40356 USA; represented by **John Charalambakis**, (hereinafter referred to as the "**Party B**", the **Advisor**, or **BSC**),

and collectively hereinafter referred to as the "**Parties**")

We understand that Party A is seeking advisory services related to its growth, strategic partnerships/alliances, and development plans in the Balkan region. This mandate letter (the '**Agreement**') sets out the terms agreed by the Parties pursuant to which Party B will offer advisory services regarding the following Scope of Work ("**Scope of the Agreement**").

Party B will assume the role of strategic advisor (the "**Advisor**") to Party A. The Advisor will deliver advisory services to the Client related to its growth plans. Those services will be focusing on assisting the Client to increase the volume of its services, identify potential strategic partners, and consulting the Client regarding the projects to be targeted.

Corporate Advisory Services: BSC will be assisting Party A to prepare the necessary documentation and presentations as well as the steps to be taken for the three distinct areas of consultation as described below. It should be noted that some areas may overlap in terms of activities and timeline. As needed, for the three areas of services, the Advisor will be discussing with the Client the particulars needed for success.

- (i) **Area 1: Targeted Projects.** The objectives are as follows:
 - a. Assist the Client in identifying strategic projects in the region of the Balkans.
 - b. Discuss with the Client all pertinent issues related to development, expansion, and operation, as well as issues related to capital needed, uses of capital and funding options.
- (ii) **Area 2: Assist the Client in strengthening its competitive presence in the places where it will be competing.**
 - Offer consultation related to its local presence.
 - Assist in establishing local partnerships.
 - Assist in local event planning.
 - Attend meetings as needed
- (iii) **Area 3: Advise the Client about capital raising needs.**
 - Provide assistance in drafting necessary decks/presentations.
 - Consult with the Client in capital raising needs (debt, equity, hybrid).Discuss

- Make adjustments as needed to plans.
- Identify the optimal capital structure.

FURNISH INFORMATION

In order for the Party B to carry out the services contemplated in this Agreement, Party A shall:

- Provide the Advisor with all such information related to the projects/stages, as deemed necessary for the advancement of the scope of the Advisor's work and as described above or as any future funding/affiliation may reasonably require;
- Take all reasonable care to ensure the accuracy and completeness of all information provided; and
- Authorize the Advisor to use such information in connection with the provision of services under this Agreement.

Party A hereby acknowledges that the Advisor will rely on the accuracy of information supplied without independent verification. Moreover, Party A agrees to keep the Advisor informed of any material developments or proposals which may impact in any way whatsoever on the Project or the Advisor pursuant to its role under this Agreement.

ADVISOR'S COMPENSATION

In consideration for the services rendered in respect of this Agreement Party A will pay the Advisor the advisory fee:

Retainer: A total of €7,000 monthly retainer fee for a period of two years. The effective date of the agreement is 10 June, 2024.

Success Fee: The incentive/success fee is based on the award/winning of the tender/project and is agreed to be 3% of the value of the total contract including extensions. In case of successful funding/capital raise the incentive fee entitles Party B (BSC) to a 4% (four percent) fee calculated on the total aggregate amount of capital committed to Party A. Payment in full is due to the Advisor within seven calendar days from the day that funding was provided to the Client. Party's B (BSC) payment is not affected by the form of capital or the documentation of such capital infusion agreed between Party A and the funding sources (e.g. Loan, bond, equity, credit facility, etc.) If such capital is delivered in tranches, or stages, then fees are due at completion of each stage pro rata. In case of a tender/project the payment will be delivered in three equal tranches, each one separated from the previous one by three months. Those arrangements are confirmed on project by project basis.

EXPENSES

Traveling and accommodation expenses, if these are necessary to be done, based on the normal procedure, will be reimbursed by Party A but need to be written pre-approved by Party A (email notifications suffice).

TERM OF AGREEMENT TERMINATION

This Agreement is for a period of three years, and may be terminated on the following events:

- i. Termination by either Party in the event of a material breach of the other Party's obligations;
- ii. Financial close of the Scope of this Agreement;
- iii. A 60-day notice by either Party after the first year.

In the event that after the end of this engagement and within a period of three (3) years from the end of term of this Agreement, Party A resumes negotiations with Authorities about a project/tender and is awarded the project/tender, then the Advisor is entitled to the fees described in the section titled "Advisor's Compensation". Again, if within three (3) years from the termination of this Agreement, the Client receives funding from Funding Sources introduced by the Advisor during the Term of this Agreement, the success fee shall become due and payable to the Advisor under the same terms and conditions as those set out in this Agreement. If Client identifies potential funding sources and notifies the Advisor of those funding source, then the Advisor shall not be entitled to the Success Fee.

Party A shall also be liable to pay the following compensation in the circumstances set out below:

- 30% (thirty percent) of Success Fee set out above in the event that Party A has accepted an offer but refuses to proceed with the transaction or

- 60% (seventy percent) of Success Fee set out above in the event that Party A has accepted an offer but refuses to proceed with the transaction **after all financing documents have been drafted and all approvals obtained for execution of the transaction are in place.**

For the avoidance of doubt, this clause survives the Termination of the Agreement for whatever the reason.

DISPUTE RESOLUTION

Any dispute, claim or controversy between the Parties, shall first be discussed among the parties, then an effort to mediate will be initiated, and both parties agree to settle any differences by the resolution provided through a binding arbitration process. The Agreement will be governed by the laws of the State of Kentucky.

BEST EFFORTS

This Agreement does not constitute an expressed or implied commitment on the Advisor's part to provide any part of any financing and does not ensure the successful arrangement or completion of any capital raising or other transaction contemplated hereby. The Advisor shall render its services hereunder, in good faith, but shall not be obligated to spend any specific amount of time in so doing. The Advisor acknowledges that Party A has the sole discretion whether or not to enter into a definitive agreement for any proposed transaction with a Funding Source(s).

CONFIDENTIALITY

Any and all information exchanged between the Parties with respect to the subject matter of this Agreement are marked as proprietary and confidential, and shall be kept confidential and not disclosed or given to any third party without the prior written consent of the Party furnishing

such information and provided such third party will accept in writing commitments similar to those contained herein.

IDEMNIFICATION

Whether or not the Scope of this Agreement is completed or any further documentation related to the Scope of this Agreement is signed, the Company will indemnify and hold harmless Party B and its directors, officers and employees (each an “**Indemnified Person**”) from and against any claims, charges, losses, liabilities and expenses which may be incurred by or asserted against any Indemnified Person (except to the extent that the same arises from the willful misconduct or gross negligence of such Indemnified Person) as a result of the arranging and execution of the Scope of this Agreement or as result of any information which is received from or approved from Party A or any of its affiliates proving to be untrue, inaccurate and/or misleading in any material respect as at the date of issue. Same provision applies for the Client.

PUBLICITY

The Parties agree that they will consult each other concerning any proposed press release or public announcement pertaining to the Scope of this Agreement and shall use their best efforts to agree upon the text of any such release or public announcement prior to the publication.

Trace Group Hold PLC:



Signature: _____

Date: _____

st. B.

BlackSummit Capital LLC

Signature: _____

Date: June 12, 2024

APPENDIX
SCOPE OF WORK

As described below, BlackSummit will consult Trace to provide assistance in three main areas of collaboration:

- US relationships;
- Business development toward positioning and taking on projects financed or promoted by the US or NATO on the Balkans;
- Infrastructure project expansion in Bulgaria, Greece, and the greater Balkan region.

1. US relationships:

- a. Using its existing relationships with both public and private groups, as well as by exploring additional opportunities through its network, BlackSummit will assist Trace in establishing business relationships with US government officials and US corporations.
- b. BlackSummit intends to organize trips of US officials to Bulgaria to demonstrate the country's significance to stability in the Balkans and emphasize the country's importance as a critical player in the Eastern European corridor with its access to the Black Sea and thus its proximity to Ukraine.
- c. BlackSummit shall establish a stable communication line with the US missions in the areas of operations of Trace, including the establishment of trust and support between Trace and those Missions.
- d. Additionally, BlackSummit will assist Trace in establishing a US-based office to represent the company and its US-based ventures. As needed, BlackSummit will connect Trace with legal and tax experts in the US to assist in the incorporation and administration of a US business.

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- c. BlackSummit will consult with Trace to determine the best capital structure and optimal funding options for their individual projects. BlackSummit will also assist in the drafting of all necessary materials (business plans, teasers, information memorandum for investors, financial models, as well as anything else that may be needed).
3. Infrastructure project expansion in Bulgaria, Greece, and the greater Balkan region:
- a. As part of the effort to expand Trace's business in Bulgaria, BlackSummit will support the company in finding opportunities to be involved in additional infrastructure projects that enhance its core competencies in design, construction, reconstruction, rehabilitation, and maintenance, as well as add to its portfolio of experience.
 - b. BlackSummit will utilize its connections and relationships in Greece to assist Trace in building partnerships with construction firms and other businesses in Greece to increase the company's presence in the Eastern European region. Additionally, BlackSummit will seek out infrastructure projects in Greece, such as the construction of bridges, highways, railways, pipelines, etc., that Trace can be involved in.
 - c. BlackSummit will also assist Trace in identifying strategic projects in other Balkan countries.

Trace Group Hold PLC: 

Signature: _____

Date: _____

Sl. B. [Signature]

BlackSummit Capital LLC

Signature: _____

Date: June 12, 2024