

OMB No. 1124-0006; Expires April 30, 2017

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 <http://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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 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, Registration Unit, Counterespionage 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 and Address of Registrant Prime Strategies, LLC 1401 New York Ave, NW Suite 1225 Washington, DC 20005	2. Registration No. <div style="font-size: 2em; text-align: center;">6378</div>
3. Name of Foreign Principal Embassy of the Republic of Korea to the United States	4. Principal Address of Foreign Principal 2320 Massachusetts Ave, NW Washington, D.C. 20008
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association </div> <div style="width: 45%;"> <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____ </div> </div> <input type="checkbox"/> Individual-State nationality	

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
 Embassy

b) Name and title of official with whom registrant deals
 Tae Woo Lee, Counselor, Embassy of Korea

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

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.

8. If the foreign principal is not a foreign government or a foreign political party:
a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- Supervised by a foreign government, foreign political party, or other foreign principal Yes 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

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. 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, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A	Name and Title	Signature
09/22/2016	Adam Sharon Managing Director	<i>Adam Sharon</i>

//s Andrew Herman

OMB No. 1124-0004; Expires April 30, 2017

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 <http://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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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: <http://www.fara.gov>.

Public Reporting Burden: Public reporting burden for this collection of information is estimated to average .33 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, Registration Unit, Counterespionage 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
Prime Strategies, LLC

2. Registration No.

6378

3. Name of Foreign Principal
Embassy of the Republic of Korea to the United StatesCheck 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. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Prime Strategies, LLC will be coordinating with two universities to help organize, plan, and host two policy forums on the recently signed 123 Agreement regarding civil nuclear cooperation between the Republic of Korea and the United States. The events will include keynote speakers and panelists be-led by a moderator, with a focus on the policy implications and context of that agreement.

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

Prime Strategies will coordinate academic forums at US universities regarding the US-Korean bilateral relationship.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

Organizing forums to promote awareness in the United States relating to the 123 Agreement signed between the United States and the Republic of Korea in 2015.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
09/22/2016	Adam Sharon Managing Director	<i>Adam Sharon</i> //s Andrew Herman

Footnote: "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.



September 8, 2016

Embassy of the Republic of Korea
2450 Massachusetts Avenue, N.W.
Washington, DC 20008

Dear Counselor Lee, Tae Woo:

This letter of agreement is intended to set forth our understanding as to the nature, scope and terms of professional consulting services PRIME STRATEGIES, LLC., (hereinafter referred to as "the Firm"), has agreed to provide to the EMBASSY OF KOREA (hereinafter referred to as "Client"), the amount of fees for said services, and the manner in which those fees and related expenses will be billed.

Firm warrants that it is capable and available to provide services described herein.

Client warrants that the signatory to this agreement is authorized to execute said agreement and commit to the payment of any and all fees due under the terms of this agreement.

1. SCOPE OF SERVICES. The Firm agrees to assist Client in working with Harvard University and UCLA or any other suitable location mutually agreed upon in writing by the parties to organize and execute two forums focused on the 123 Agreement signed between the United States and the Republic of Korea in 2015. The Firm will be primarily responsible for negotiating any agreements with the Universities, coordinating the invitation, attendance and participation of government officials, subject matter experts, the media and other notable parties, and providing any other services reasonably necessary to achieve Client's objectives.

2. TERM. The term of this relationship shall be for the hosting of two forums during the fourth quarter of 2016, but may be extended by the Client to include additional forums at additional locations on the same per event cost as included in Section 3 (\$50,000 per additional forum) should they desire.

3. FEES. The Firm will provide the above-referenced professional services for a fee of \$50,000 per event and a total of \$100,000 due upon the signing of this contract.

4. EXPENSES. All expenses associated with these events will be drawn from the fees listed in item three above.

5. CONFIDENTIALITY. The Firm will treat any and all information, communications, or materials of Client as confidential and will not disclose or divulge same unless otherwise directed or authorized by Client or ordered to do so by a court of competent jurisdiction.

6. REPORTING. The Firm will be available to meet or discuss the status of any activities undertaken on behalf of Client. At mutually convenient times, the Firm will



schedule periodic meetings or conference calls with Client to review the progress of any given task or project.

7. INDEPENDENT CONTRACTOR. The Firm and its employees, subcontractors and agents are independent contractors in the rendition of the services under this agreement and shall not hold itself out nor permit its employees, subcontractors or agents to hold themselves out, nor claim to be, officers or employees of Client.

8. ETHICAL & LEGAL CONSIDERATIONS. The Firm agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of Client under this agreement.

9. MISCELLANEOUS PROVISIONS. This agreement sets forth the entire understanding of the parties and neither party hereto is relying upon any oral representations made by the other except as set forth in this agreement. This agreement shall be governed by the laws of the State of Florida and venue for any dispute relating thereto shall lie in Leon County, Florida. In the event that it becomes necessary for either party to institute legal proceedings to enforce the terms of this agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees, from the non-prevailing party.

If you have any questions or concerns regarding this agreement, please do not hesitate to call. Should you find these terms agreeable, please sign this letter below and return the original to me.

We look forward to working with you over the next year and beyond.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Sharon", is written over a horizontal line.

Adam Sharon
PRIME STRATEGIES, LLC

ACCEPTED BY:

A handwritten signature in black ink, appearing to read "Lee, Jae Woo", is written over a horizontal line.

Counselor Lee, Jae Woo
EMBASSY OF KOREA