

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Mudge Rose Guthrie Alexander & Ferdon 2121 K Street, N.W., Suite 700, Washington, D.C. 20037		2. Registration No. 3200
3. Name of foreign principal Korea Iron and Steel Association ("KISA")	4. Principal address of foreign principal C.P.O. Box 7612 #51-8 Susong-Dong, Congro-k. Seoul 100, Korea	

5. Indicate whether your foreign principal is one of the following type:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual—State his nationality _____

6. 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 deals.

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

- a) Principal address
- b) Name and title of official with whom the registrant deals. N/A
- c) Principal aim

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
An association of Korean steel producers exporting carbon and specialty steel products to the United States.

b) Is this foreign principal

- 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 whole 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 may be used.)*

N/A

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.

The Association is sustained by dues from member companies.

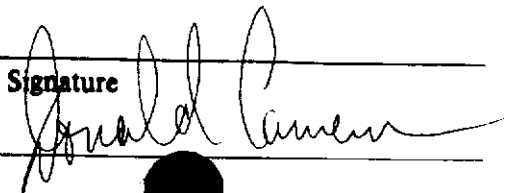
Date of Exhibit A

1-5-89

Name and Title

Donald B. Cameron
Partner

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. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant Mudge Rose Guthrie Alexander & Ferdon	Name of Foreign Principal ("KOSA") Korea Iron & Steel Association ("KOSA")
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Check Appropriate Boxes:

- The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit. The contract has not yet been executed. An executed copy will be filed as soon as it is available.
- There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- The agreement or understanding between the registrant and 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 fee and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding. Registrant will represent KOSA with respect to the United States Government's decision whether to extend the Voluntary Restraint Agreements ("VRA's") limiting steel imports from Korea and other countries. As part of its representation of KOSA, registrant will coordinate activities among groups opposed to the VRA extension, prepare a steel study for distribution to various private sector groups and government officials, and meet with governmental officials to explain KOSA's opposition to extension of the VRA's. Should the U.S. Government decide to extend the VRA's, registrant would advise KOSA concerning the negotiation of a new agreement with the United States.

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

Registrant will perform the following activities in connection with the agreement described above in question 4: 1) prepare and disseminate written materials; 2) meet with private sector groups and governmental officials; and 3) advise KOSA with respect to negotiating a new agreement, if necessary.

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

Registrant intends to disseminate to private groups and government officials written materials advocating the termination of the steel VRA's. Registrant also intends to meet with the appropriate government officials in order to express opposition to the renewal of the steel VRA's.

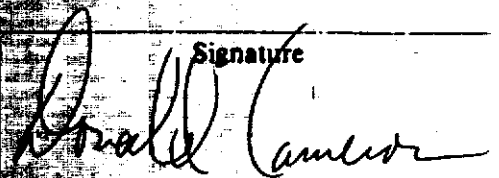
Date of Exhibit B

1-5-89

Name and Title

Donald B. Cameron
Partner

Signature



Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the registrant believes will, or which he intends to, prevail upon, intimidate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any officer or employee 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 relations of the United States with a foreign country or a foreign political party.

MUDGE ROSE GUTHRIE ALEXANDER & FERDON

2121 K STREET, N.W.
WASHINGTON, D.C. 20037

202-429-9355

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October 5, 1988

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SUITE 2020
333 SOUTH GRAND AVENUE
LOS ANGELES, CALIF. 90071
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SUITE 900, NORTHERIDGE CENTRE
515 NORTH FLAGLER DRIVE
WEST PALM BEACH, FL. 33401
305-650-8100

12, RUE DE LA PAIX
75002, PARIS, FRANCE
(1) 42. 61. 57. 71

DONALD CAMERON
PARTNER

Korea Iron & Steel Association
4th Floor, Dong Jin Steel Bldg.
#51-8, Susong-Dong, Chongro-Ku,
Seoul 100, Korea

Gentlemen:

The purpose of this letter is to propose the terms of the agreement between the law firm of Mudge Rose Guthrie Alexander & Ferdon (hereinafter referred to as "Mudge Rose") and the Korean Iron and Steel Association (hereinafter referred to as the "Association") concerning an Action Program.

The purpose of this letter is to formalize the agreement previously reached between Mudge Rose and the Association concerning this endeavor.

SCOPE

Phase 1: August 1988 - October 1988:

Mudge Rose will work with various groups opposed to the VRA's. As part of these efforts, Mudge Rose will prepare a fact sheet or sheets for distribution as appropriate to explain why the VRA's are no longer necessary. The Association shall pay Mudge Rose \$30,000 for this phase. Payment shall be made in November 1988.

STEEL STUDY

Mudge Rose shall prepare a steel study to educate various private sector groups and government officials concerning the effect of the VRA's and why they should expire as scheduled. The Association shall pay Mudge Rose \$130,000 for this study, including \$92,000 for professional time in research, writing,

designing charts and graphs, editing and preparing text for printing, press conferences, and presentations. The balance of the fee will cover actual expenses of art and layout, printing and materials, addressing and mailing and travel and communications. The maximum amount to be charged will be \$130,000, but will be less if the actual expenses listed above are less. \$92,000 shall be paid in December 1988. The balance due shall be paid in March 1989.

Phase 2: November 1988 - April 1989:

Mudge Rose will meet with various officials in the Administration and Congress to explain the Association's opposition to the VRA's. The Association will compensate Mudge Rose in the amount of \$20,000 per month in professional fees with a cap of \$20,000 for expenses incurred during this period. The total ceiling for this period will be \$140,000 for this stage, inclusive of all expenses. Phase 3 may be extended on the same terms with the mutual consent of both parties depending on the situation at that time. \$120,000 shall be paid in May 1989. Any balance due shall be paid in June 1989.

Phase 3: May 1989 - September 1989: Negotiations of the VRA's

Mudge Rose shall provide the Association with all necessary advice and consultation concerning negotiation of new VRA's if the Administration extends the VRA program.

The Association shall pay Mudge Rose \$50,000 including professional fees and expenses. Both parties agree that the exact terms of this phase will be agreed to between the parties upon completion of phase 2. Payment of \$50,000 will be made in September 1989 unless otherwise agreed to by the parties upon completion of phase 2.

If these terms are acceptable and reflect our agreement, please signify by signature in the space provided by the appropriate officials of the Association. Please retain the original of the agreement for your records returning an executed copy (enclosed herewith) to us.

AND SWORN TO before me on this day, Respectfully submitted,

5th October, 1988 MUDGE ROSE GUTHRIE ALEXANDER & FERDON

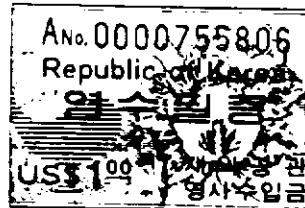
Selma M. Rodriguez
NOTARY PUBLIC

By: Donald B. Cameron
Donald B. Cameron

My Commission Expires August 31, 1991

ACCEPTED:

KOREA IRON & STEEL ASSOCIATION



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