

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 Crowell & Moring International L.P. 1001 Pennsylvania Avenue, N.W. Washington, D.C. 20004-2505		2. Registration No. 3988
3. Name of foreign principal Korea Foreign Trade Association	4. Principal address of foreign principal 1030 15th Street, N.W. Washington, D.C. 20005	

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. N/A
- b) Name and title of official with whom registrant deals.

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.
- c) Principal aim

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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

The foreign principal is an association representing private sector companies.

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.)

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.

Foreign principal is controlled by members of the Korea Foreign Trade Association.

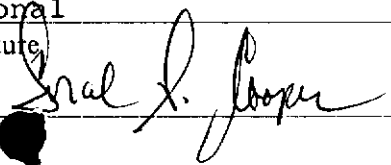
Crowell & Moring International L.P.

By: Crowell & Moring International

Date of Exhibit A

March 29, 1988

Name and Title Inc. as General Signature
Partner, By: Doral S. Cooper,
President of Crowell & Moring
International Inc.



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	Name of Foreign Principal
Crowell & Moring International L.P.	Korea Foreign Trade Association

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.
- 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 fees 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 advise and consult with the foreign principal on general trade matters.

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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 provide consulting services on general trade policy issues to the Korean Foreign Trade Association. Activities may include contacts with the Administration and with Congress.

6. 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.

Activities may include contacting the Administration and Congress.

Crowell & Moring International L.P.

By: Crowell & Moring International

Date of Exhibit B

March 29, 1988

Inc. as Name and Title General Partner, By: Doral S. Cooper, President of Crowell & Moring International Inc.

Signature

Doral S. Cooper

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other 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.

C & M INTERNATIONAL LTD.

1001 PENNSYLVANIA AVENUE, N.W.

SUITE 1100

WASHINGTON, D.C. 20004-2505

(202) 624-2895

CABLE: CROMOR
TELEPHONE (IN WASH.): 602-818-9117
TELEPHONE (IN WASH.): 602-818-9118
C & M INTERNATIONAL, S.A.S.
N. Y. DOMESTIC: 60-1248

Attn: Daral Cooper

March 8, 1988

Dr. Nam Duck-Woo
Chairman
Korea Foreign Trade Association
World Trade Center Building
10-1, 2-ga, Hoehyun-dong
Chung-ku, Seoul
Korea

Dear Dr. Nam:

This letter confirms the basis upon which the Korea Foreign Trade Association, with offices at 1030 15th Street, N.W. Washington, D.C. 20005, has retained our firm, Crowell & Moring International L.P., doing business as "C&M International Ltd.," a Delaware limited partnership having offices at Suite 1100, 1001 Pennsylvania Avenue, N.W., Washington, D.C. 20004-2505, to provide consulting and advisory services as set out in this letter.

We shall provide economic and other non-legal advice to you on general trade matters such as the GATT Uruguay Round of Multilateral Trade Negotiations, U.S. trade legislation including the 1988 Omnibus Trade Bill and U.S. Administration proposals and actions which would affect the trade interests of Korean exporters. Any work on trade cases, studies or special assignments will be performed under a separate agreement.

The above description is illustrative of the general work that we shall undertake on your behalf. We shall also respond to your requests for information, analysis and recommendations regarding trade developments in the United States. The details of the assignments will, of course, vary depending on developments in the United States and the particular work that you ask us to undertake.

Although we will do our utmost to represent your interests all the time, C&M International Ltd. represents a number of diverse clients and the representation of the Korea Foreign Trade Association by C&M International Ltd. on relevant trade matters will not be grounds for asserting a conflict of interest or the appearance of a conflict of interest in any unrelated work that C&M International Ltd. may do for other clients.

You will pay us a fee for the services we render under this Agreement of \$60,000 per year, paid in equal quarterly installments on the last day of each quarter. You shall also reimburse us for the expenses we incur on your behalf (including, for example, travel, telephone, fax, postage, word processing, photocopying and administration overtime) upon receipt of our invoice for such expenses which we will also submit to you for payment on a quarterly basis. We shall not, however, undertake out-of-town travel at your expense without obtaining your prior approval.

The term of this agreement shall be one (1) year from the date of your acceptance of this letter. Either you or we may terminate this agreement on thirty (30) days prior written notice to the other, provided that you shall pay our fees and expenses through the date of termination.

We have entered this Agreement as independent contractors, and no principal-agent or other relationship is created hereby. We agree for ourselves, and on behalf of our officers, directors, employees, and agents, that we will use our best efforts to maintain the confidentiality of all nonpublic information regarding the Korea Foreign Trade Association and its members in connection with the performance of services to be provided by us outlined above, provided however, that either you or we may disclose information as required by law or by judicial, administrative or Congressional process.

If the foregoing meets with your understanding and agreement, we would appreciate it if you would sign both copies of this letter and return one original to us for our files.

Very truly yours,

CROWELL & MORING INTERNATIONAL L.P.

By: CROWELL & MORING INTERNATIONAL,
INC., its General Partner

By: *Doral S. Cooper*
Doral S. Cooper, President

Acknowledged and agreed
this 1st day of April, 1988

KOREA FOREIGN TRADE ASSOCIATION

By: *Dr. Nam Duck-Woo*
Dr. Nam Duck-Woo, Chairman

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