

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<br>Crowell & Moring International L.P.<br>1001 Pennsylvania Avenue, N.W.<br>Washington, D.C. 20004-2505 | 2. Registration No.<br><br>3988 |
|---|---------------------------------|

|   |   |
|---|---|
| 3. Name of foreign principal<br>Singapore Trade Development Board | 4. Principal address of foreign principal<br>One Maritime Square<br>Unit #10-40, World Trade<br>Center, Telok Blangah Rd.<br>Singapore 0409 |
|---|---|

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. Singapore Trade Development Board
- b) Name and title of official with whom registrant deals. Tommy Koh, Ambassador of Singapore

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

RECEIVED  
DEPT OF JUSTICE  
CRIMINAL DIVISION  
88 MAY 27 P 2:10  
INTERNAL SECURITY  
SECTION  
REGISTRATION UNIT  
N/A

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

N/A

b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal ..... N/A ..... Yes  No
- Directed by a foreign government, foreign political party, or other foreign principal ..... N/A ..... Yes  No
- Controlled by a foreign government, foreign political party, or other foreign principal ..... N/A ..... Yes  No
- Financed by a foreign government, foreign political party, or other foreign principal ..... N/A ..... Yes  No
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal N/A ..... Yes  No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal ..... N/A ..... 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.

N/A

Date of Exhibit A

May 27, 1988

Crowell & Moring International L.P.

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

Signature

*Doral S. Cooper*

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. | Singapore Trade Development Board |

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 trade and economic developments in the United States.

Activities may include the preparation and dissemination of letters, memoranda, press releases, lectures and speeches to public officials, legislators and government agencies.

RECEIVED  
DEPT. OF JUSTICE  
CRIMINAL DIVISION  
MAY 27 1988 P2:10  
INTERNAL SECURITY  
SECTION  
REGISTRATION UNIT

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

Registrant will advise and consult with foreign principal on trade and economic developments in the United States. This will include recommending positions and strategies for foreign principal to consider in furthering its trade and economic goals in the United States and abroad.

Activities may include the preparation and dissemination of letters, memoranda, press releases, lectures and speeches to public officials, legislators and government agencies.

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

In its effort to advise foreign principal on furthering their trade and economic goals, Registrant may engage in legislative activities directed toward U.S. Congress and government agencies, which may include the preparation and dissemination of letters, memoranda, press releases, letters and speeches.

Date of Exhibit B

May 27, 1988

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

Signature

*Doral S. Cooper*

<sup>1</sup>Political 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

TELECOPIER (XEROX): 202-628-5117

TELECOPIER (RAPICOM): 202-628-5116

W. U. I. (INTERNATIONAL) 64344

W. U. I. (DOMESTIC) 89-2448

## CONSULTING AGREEMENT

CONSULTING AGREEMENT ("Agreement"), dated as of May 18, 1988 by and between Crowell & Moring International L.P. ("Consultant"), doing business as "C&M International Ltd.," a Delaware limited partnership having offices at Suite 1275, 1001 Pennsylvania Avenue, N.W., Washington, D.C. 20004-2505, and the Singapore Trade Development Board ("Client"), with offices at One Maritime Square, Unit #10-40, World Trade Center, Telok Blangah Road, Singapore 0409.

1. Retention. Client hereby engages Consultant, and Consultant hereby accepts such engagement, to provide consulting and advisory services as set forth in this Agreement.

2. Services. Consultant shall advise and consult with Client on trade and economic developments in the United States, including recommendations on positions and strategies Client might consider to further its trade and economic goals in the United States and abroad.

3. Fees and Expenses.

a. Client shall pay Consultant a fee of one hundred and twenty thousand dollars (\$120,000) per year. Fee shall be paid in equal installments on a quarterly basis due the first day of each quarter.

b. The fee shall include all expenses incurred by Consultant except for expenses incurred in connection with overseas travel or out of state travel to be approved in advance by Client.

4. Term. The term of this Agreement shall be one (1) year beginning on the date hereof. Either party may terminate this Agreement on seven days written notice to the other, provided that Client shall pay the fees and expenses of Consultant through the date of termination.

5. Relationship.

a. The parties have entered this Agreement as independent contractors, and no principal-agent or fiduciary relationship is created hereby. Each party is authorized to disclose this Agreement as such party may deem necessary or appropriate to comply with applicable laws, rules or governmental orders.

b. Consultant hereby agrees for itself, and on behalf of its officers, directors, employees, and agents, that it will maintain the confidentiality of all nonpublic information regarding Client in connection with the performance of services to be provided by the firm hereunder provided, however, that Consultant may disclose information as required by law or by judicial, administrative or Congressional process so long as Consultant shall provide the Trade Development Board reasonable advance notice of disclosure pursuant to such process.

c. C&M International Ltd.'s current assignment for the Trade Development Board is limited to consulting with respect to

trade matters. Since C&M International Ltd. represents a number of diverse clients it is agreed that the representation of the Trade Development Board 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 work that C&M International may do for other clients.

d. C&M International Ltd. recognizes that if it represents an entity with interests adverse to Client's, that C&M International Ltd. will make full, fair, and timely disclosure to Client of the representation and of those non-confidential facts within C&M International Ltd.'s knowledge which are material to C&M International Ltd.'s employment and could affect Client's rights or influence Client's actions. In such circumstances, C&M International Ltd. will not reveal Client's confidential information to such other entity.

6. Legal Matters. Client recognizes that (a) Consultant is an affiliate of the Crowell & Moring law firm; and (b) that consultant is not engaged in the practice of law and will not provide legal advice to the Client and (c) that by contracting for the services of Consultant, Client will not become a client of the Crowell & Moring law firm or have an attorney-client relationship with the Crowell & Moring law firm. Should matters arise requiring legal counsel, Client may retain, or direct Consultant to retain, whatever counsel it desires. If Client wishes to retain the Crowell & Moring law firm as legal counsel, a separate letter of retention with Crowell & Moring will be required.

7. Governing Law. Any conflict or dispute concerning this agreement shall be resolved by arbitration under the laws of and in the Republic of Singapore. The parties here to shall abide by the judgement of a Board of Arbitration consisting of three members; one to be chosen by each of the parties concerned and the third to be chosen by the two so designated. Otherwise, all the disputes of this contract shall be resolved in the courts and under the laws of the Republic of Singapore.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement with legal and binding effect as of the date first above written.

CROWELL & MORING INTERNATIONAL L.P.

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

[ SEAL ]

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

[ SEAL ]

By: Tommy Koh  
Tommy Koh  
Ambassador  
Embassy of the Republic  
of Singapore