

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	The Brock Group 1130 Connecticut Ave., N. W. Washington, D. C. 20036	2. Registration No.	4310
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3. Name of foreign principal	Republic of China (Taiwan) Board of Foreign Trade	4. Principal address of foreign principal	Ministry of Economic Affairs Republic of China
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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. Board of Foreign Trade, Ministry of Economic Affairs
- b) Name and title of official with whom registrant deals. Ke-Sheng Sheu, Director General

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, N/A


- a) State the nature of the business or activity of this foreign principal

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. N/A

Date of Exhibit A January 11, 1990	Name and Title Dennis E. Whitfield, Partner	Signature 
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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
The Brock Group	Republic of China (Taiwan) Board of Foreign Trade

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.

Contact with Executive and Congressional Branch officials anticipated on behalf of the principal, in effort to obtain U.S. support for GATT membership for principal.

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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.

Contact by telephone, in person, or by letter,
with Executive and Legislative Branch officials.

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 are expected to be limited to occasional telephone calls, letters, or personal visits with Legislative and Executive Branch officials, in effort to obtain U.S. support for GATT (General Agreement on Trade & Tariff) membership for principal.

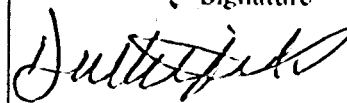
Date of Exhibit B

January 11, 1990

Name and Title

Dennis F. Whitfield

Signature



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.



THE BROCK GROUP

file Brock Group

WILLIAM E. BROCK
JAMES W. FRITSON
RICHARD L. McELHENY
DENNIS E. WHITFIELD

International Trade • Human Resources • Investment Strategies

December 5, 1989

Mr. Ke-Sheng Sheu
Director General
Board of Foreign Trade
Ministry of Economic Affairs
Republic of China

Dear K.S.,

Senator Brock and I appreciate being asked to assist you and your government in your efforts to gain G.A.T.T. membership.

We would suggest the following terms of reference as the basis for a contractual relationship between the Board of Foreign Trade, Ministry of Economic Affairs, R.O.C., and The Brock Group:

1. This contract will be for a period of one (1) year, effective on or about January 1, 1990.
2. The Brock Group shall receive a retainer of forty thousand (\$40,000.00) dollars per month, paid quarterly in advance. The Brock Group will not bill for ordinary business expenses such as phones, fax, taxis, etc. The Brock Group will bill for travel (first class air fare) and travel related expenses. However, The Brock Group will seek your concurrence before scheduling any international travel or incurring any other extraordinary expense.
3. The Brock Group will provide a monthly summary of our work on your behalf.
4. Throughout the tenure of this agreement, Brock Group partner, Dennis Whitfield, will coordinate work undertaken by The Brock Group. Ke-Sheng Sheu, Director General, Board of Foreign Trade, will be the point of contact for the Ministry of Economic Affairs, R.O.C., and is authorized to speak on behalf of the R.O.C.

5. Obviously, we both intend to operate in accordance with the applicable laws and regulations now in existence in the R.O.C. and the U.S., or those that may be enacted, including our Foreign Agent Registration Act.

6. Either party may cancel this agreement with thirty (30) days written notice.

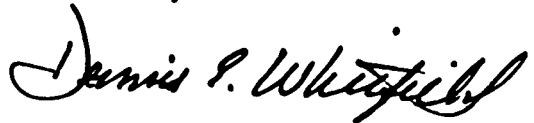
This agreement represents the entire understanding between the parties. This agreement shall be governed by the laws of the District of Columbia.

K.S., no one can guarantee the success of an initiative such as this, but we will make every effort possible. If the terms of reference are agreeable to you please sign in the space provided below. We look forward to working with you.



Ke-Sheng Sheu
Director General
Board of Foreign Trade
Ministry of Economic Affairs

Sincerely,



Dennis E. Whitfield
Partner
The Brock Group

DEW/jc

