

Privacy Act Statement. 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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, Criminal 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.

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 Sandler, Travis & Rosenberg, P.A. 1300 Pennsylvania Avenue, NW - Suite 400 Washington, DC 20004	2. Registration No. 5303
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3. Name of foreign principal Embassy of the Republic of Korea	4. Principal address of foreign principal 2450 Massachusetts Avenue, NW Washington, DC 20008
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5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant. Embassy of the Republic of Korea

b) Name and title of official with whom registrant deals. Minister Seok-young CHOI

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

a) Principal address. N/A

b) Name and title of official with whom registrant deals.

c) Principal aim

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

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.)

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 26, 2006	Name and Title David Cohen, Member	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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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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, Criminal 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 Sandler, Travis & Rosenberg, P.A.	2. Registration No. 5303
3. Name of Foreign Principal Embassy of the Republic of Korea	

Check Appropriate Boxes:

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.

Assist the Republic of Korea in the negotiation of a free trade agreement with the United States.

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

Provide advice and counsel of free trade agreement negotiations between the Republic of Korea and the United States.

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.

Meetings with Members of Congress and government agencies to discuss the terms of the free trade agreement negotiations. Such activities may include personal meetings, drafting letters, telephone calls or drafting working papers to facilitate agreement between the two parties.

Date of Exhibit B May 26, 2006	Name and Title David Cohen, Member	Signature 
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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 interests, policies, or relations of a government of a foreign country or a foreign political party.

SANDLER, TRAVIS & ROSENBERG, P.A.

CONSULTING SERVICES AGREEMENT

BETWEEN

THE EMBASSY OF THE REPUBLIC OF KOREA

AND

SANDLER, TRAVIS & ROSENBERG, P.A.

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1.0 INTRODUCTION

- 1.1 The purpose of this Agreement is for Sandler, Travis & Rosenberg, P.A. to provide the Ministry of Foreign Affairs and Trade of the Republic of Korea and the Embassy of the Republic of Korea to the United States with legal advice and assistance in the negotiation of a free-trade agreement between the Republic of Korea and the United States ("KORUS FTA") and advice and assistance on related matters as described below.
- 1.2 For the purpose of this Agreement, the Ministry of Foreign Affairs and Trade of the Republic of Korea and the Embassy of the Republic of Korea to the United States will be referred to as the "Client" and Sandler, Travis & Rosenberg, P.A. as the "Consultant". The Client and the Consultant may be referred to individually as a "Party" and collectively as the "Parties". It is recognized that, for purposes of this Agreement generally the term "employee" shall include consultants retained on a contractual basis by Consultant.

2.0 SERVICES

- 2.1 The Consultant shall primarily provide such analytical, legal, and strategic assistance as indicated below with regard to substantive matters in the KORUS FTA negotiations.
- 2.1.1 Provide advice, analysis and drafting assistance regarding the text of the KORUS FTA.
- 2.1.2 Provide advice and analysis with respect to U.S laws and regulations relevant to the KORUS FTA.
- 2.1.3 Assist the Client in developing and implementing negotiating strategies to achieve the Client's policy objectives.

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- 2.1.4 Assist in legal review of the texts between signing of the *ad referendum* agreement and the final agreement.
- 2.2 The Consultant shall also provide assistance to secure support from political, Congressional, and business communities for the success of the KORUS FTA. The Client will give further guidance to the Consultant for the details of the work in this regard.
- 2.2 In case any other additional services may be expected from the Consultant, the Client and the Consultant will consult the terms and conditions of the additional services.

3.0 CONSULTANT RESPONSIBILITIES

- 3.1 The Consultant will assume the following responsibilities in connection with the provision of consulting services:
 - 3.1.1 The Consultant is to provide the Client with timely services.
 - 3.1.2 The Consultant is to be available and accessible at all times.

4.0 DURATION OF THE AGREEMENT

- 4.1 The Agreement for services will be in force for the period of one (1) year beginning May, 2006.
- 4.2 The Agreement will be extended for a period which both Parties agree to. Both Parties shall finalize the extension agreement at least two months before the expiry of the Agreement.

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5.0 PAYMENT FOR SERVICES AND EXPENSES

- 5.1 The fees shall consist of an initial payment to the Consultant upon signing of the Agreement US\$55,000 plus US\$55,000 per month. Such fees shall be billed on a monthly basis by the Consultant together with a monthly activity report and the individual time records of Consultant's employees.
- 5.2 The Client will pay the related normal additional expenses such as telecommunications, photocopying and travel expenses. Such expenses shall be billed on a monthly basis by the Consultant together with verifying receipts and invoices. In addition, travel expenses other than local costs shall require the written prior approval of the Client regarding the number and identity of employees of Consultant to be covered as well as the duration of such travel. Such travel expenses shall include business class airfare, hotel, food, transportation.
- 5.3 For purposes of disclosure only, the normal hourly rates of employees of the Consultant are:

LAW CLERKS & PARALEGALS	\$ 45 - \$180
CUSTOMS & TRADE ADVISORS	\$ 100 - \$350
ASSOCIATES	\$ 270 - \$425
MEMBERS & SENIOR TRADE ADVISORS	\$ 235 - \$495
SENIOR MEMBERS	\$ 420 - \$550

6.0 CONFIDENTIALITY

- 6.1 In connection with this Agreement, the Consultant agrees to maintain confidentiality of both written and verbal communications with the Client. This shall include draft legal texts. It shall also include written and verbal discussion of political and negotiating strategies except to the extent the Client authorizes limited or general discussion or disclosure of any such matters and information.
- 6.2 All communication between the Parties shall be covered by attorney/client privilege and shall include communications with non-attorneys employed by the Consultant as it is recognized that all such communications will be undertaken at request of legal counsel.
- 6.3 The Parties will maintain strict confidentiality in relation to the past, present and future research, business activities, products, services and technical knowledge to

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which they have been given access and which have been identified as confidential. Neither the Client nor the Consultant will use or attempt to use any such confidential information in any manner that may injure or cause injury directly or indirectly to each other or their businesses.

7.0 NOTICE

- 7.1 Any notice or other communication given pursuant to this Agreement shall be in writing and shall be effective when sent *via* facsimile addressed to such Party at the address and facsimile number set out below.
- 7.2 The address for service of any notice or documents shall be:

For the Client:

Mr. Won-Kyong KIM
Director, FTA Bureau
Ministry of Foreign Affairs and Trade
110-787 Jong-ro, Seoul, Korea
Seoul, Korea
Telephone: (822) 2100-8121
Fax: (822) 2100-8097

cc: Mr. Ho-kwon RYU
Deputy Director, FTA Bureau
Telephone: (822) 2100-8123
Fax: (822) 2100-8097

Minister Seok-young CHOI
Embassy of the Republic of Korea
2450 Massachusetts Avenue, NW
Washington, DC 20008
Telephone: (202)939-5611
Fax: (202)387-4695

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For the Consultant:

John KINGERY
Of Counsel
Sandler, Travis & Rosenberg, P.A.
1300 Pennsylvania Avenue, N.W. - Suite 400
Washington, D.C. 20004
Telephone: (202)216-9307
Fax: (202) 842-2247

8.0 FORCE MAJEURE

8.1 Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.

9.0 TERMINATION

9.1 Either Party may terminate this Agreement by a thirty (30) days' written notice to the other party.

9.2 The Client may terminate this Agreement immediately if any of the key professionals of the Consultant terminate employment with the Consultant during the term of this agreement. For purposes of this paragraph, key employees shall consist of John Kingery, Ronald Sorini, Nicole Bivens Collinson and Andrew Samet.

9.3 The Client may also terminate this Agreement immediately if the KORUS FTA negotiations are to be terminated.

10.0 DISPUTES

10.1 The Parties shall attempt to resolve any disputes regarding the terms and implementation of this Agreement through negotiation and shall attempt in good faith to reach a mutually agreed solution.

10.2 If the Parties fail to reach a mutually agreed solution, the Parties shall submit such dispute to arbitration and shall mutually agree to the identity of an arbitrator.

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10.3 The laws of the District of Columbia of the United States of America shall apply to the interpretation of this Agreement.

11.0 AMENDMENT

11.1 This Agreement may only be amended in writing signed by all parties and may not be amended in any other manner.

12.0 ASSIGNMENT

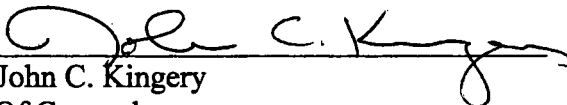
12.1 No Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.

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ACCEPTANCE OF THE AGREEMENT OF SERVICE

On behalf of the Consultant, *Sandler, Travis & Rosenberg, P.A.*, I accept the above terms and conditions contained in this Agreement.

Signature: 
John C. Kingery

Title: Of Counsel

Date: May 18, 2006

Signed on behalf of the Embassy of the Republic of Korea

Signature: 

Name: CHOI SEOK YOUNG

Title: Economic Minister

Date: May 22, 2006

SANDLER, TRAVIS & ROSENBERG, P.A.

ATTACHMENT

All payments may be made *via* wire transfer as follows:

Wachovia
200 South Biscayne Boulevard – 15th Floor
Miami, FL 33131
Bank Officers: Robert Sileo, Shirley Sapp
Telephone Number: (305)789-4786
Account Name: Sandler, Travis & Rosenberg, P.A., Trust Account
Account Number: 2090002333217 ABA Number: 06300021
Swift Code: PNBPUS33 (For international wire transfers only)