

REVISED

Pursuant to the Foreign Agents Registration Act of 1938, as amended

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.

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, DC. 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.

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.

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|---|-----------------------------|
| 1. Name of Registrant Rosemont Associates, L.L.C. | 2. Registration No. 5668 |
| 3. Name of Foreign Principal Taipei Economic and Cultural Representative Office in the United States | |

CRIMINAL DIVISION
2001 SEP 20 10 11:00

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.

Through telephone and personal contact, the Registrant will assist the Foreign Principal in accomplishing the goals outlined in Item 8.

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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.

Registrant will assist Foreign Principal by a) supporting efforts to maintain and establish contact with Members of Congress, relevant Committees, and key staff; b) encouraging the Congress to act favorably on legislation of interest and benefit to Taiwan; and c) inviting Members of Congress to visit Taiwan.

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.

Registrant will support Foreign Principal in its efforts to explain and amplify the positions of the Foreign Principal. This will primarily be accomplished through personal meetings and telephone communication.

| Date of Exhibit B | Name and Title | Signature |
|-------------------|--|---|
| 07/29/05 | Robert G. Torricelli, Sole Member Rosemont Associates, L.L.C. |  |

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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Agreement

This agreement is made between Taipei Economic and Cultural Representative Office in the United States (hereafter referred to as TECRO) and Rosemont Associates, L.L.C., a New Jersey company, (hereafter referred to as the Firm).

The parties have agreed as follows:

1. The agreement is for a twelve-month period, from January 1, 2005 through December 31, 2005.
2. The Firm shall receive a monthly fee of US\$15,000.00.
3. The Firm shall carry out all its activities within the framework of this agreement under the direction and supervision of TECRO.
4. The Firm will invite Members of the United States Congress to visit Taiwan.
5. The Firm will attempt to persuade the Congress to act favorably on legislation of interest and benefit to Taiwan.
6. The Firm will assist TECRO to establish and maintain contact with the Members of Congress, relevant Committees and key staff.
7. In the course of its representation of TECRO, the Firm agrees that it will act in conformance with all applicable United States laws and regulations.
8. This agreement shall be construed in accordance with and governed by the laws of the District of Columbia. Any suit against TECRO arising out of this agreement shall be filed in the United States District Court for the District of Columbia pursuant to the Foreign Sovereign Immunities Act, 28 U.S.C. Section 1602 *et seq.* TECRO does not waive any right it may have to sovereign immunity in that court. Service on TECRO must be made pursuant to 28 U.S.C. Section 1608 (a)(4) through the US Department of State. Each party will bear its own costs and attorney's fees.
9. Any reports prepared by the Firm for TECRO shall be considered

confidential and not for distribution to any third party. On request, the Firm will deliver all copies, in any form whatsoever, and all copies of any documents received to TECRO.

10. The Firm shall deliver to TECRO a Monthly Activity Report on or before the 10th day of each month. This Activity Report shall contain all activities undertaken on TECRO's behalf, for the previous month.
11. TECRO will reimburse travel expenses, not exceeding \$10,000 a year, incurred for travel to Washington, D.C. and other destinations in the U.S., undertaken at TECRO's request and permission. Appropriate documentation evidencing such expense must be provided to TECRO along with a monthly report for reimbursement.
12. The Firm agrees to promptly notify TECRO if it decides to represent the government of the People's Republic of China (PRC), that is, the state itself, or any subdivision or agency or instrumentality thereof, as those terms are defined in 28 U.S.C. 1603(a) and (b), during the term of this agreement.
13. Either party may terminate this contract on 30 days written notice for any reason.

In witness thereof:

Taipei Economic and Cultural Representative Office in the United States

By: David T. Lee

Date: March 1, 2005

David Tawei Lee, Representative

Rosemont Associates, L.L.C.

By: Robert G. Torricelli

Date: 2/28/05

Robert G. Torricelli, Managing Partner