

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, 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 .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 RJI Government Strategies	2. Registration No. #5671
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3. Name of Foreign Principal
Embassy of the Republic of Korea, a U.S. treaty ally

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REGISTRATION UNIT

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.
 Registrant will conduct public relations activities by contacting media representatives, providing them with background information, and facilitating their discussions with ROK officials.

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

media relations and informational activities.

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.

The goal is to bring about a closer cooperation between the United States and the Republic of Korea in regional foreign policy issues, by educating and informing public opinion.

Date of Exhibit B 9/12/04	Name and Title Bart-Marcois - Senior Vice President	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.



RJI Government Strategies, Inc.

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Washington, DC 20036 USA

202.429.1717 phone

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RJI GOVERNMENT STRATEGIES & THE EMBASSY OF THE REPUBLIC OF KOREA

Consulting and Public Relations Agreement

June 26, 2006

THIS AGREEMENT ("Agreement") is effective as of the date of signature confirming that the Embassy of the Republic of Korea (from hereon referred to as "The Embassy") hereby engages RJI Government Strategies (hereafter referred to as "RJI-GS") to advise and assist The Embassy in its general public relations objectives.

RJI Government Strategies is a company organized under the laws of the State of Delaware, USA. Its principal offices are at 1710 Rhode Island Avenue, NW, Suite 200, Washington, DC 20036, USA (together with all affiliates, subsidiaries, partnerships, joint ventures, and Korea-Team members collectively from hereon referred to as "RJI-GS").

WHEREAS, the parties have agreed that RJI-GS will provide certain services to The Embassy with respect to The Embassy's public relations efforts ("Services");

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

TERMS

The terms of our Agreement are as follows:

- 1. Services to be Provided.** The Services to be performed by RJI-GS will include those listed in Attachment A. RJI-GS shall do its best in good faith to discharge its obligations under this Agreement and shall provide the services stipulated in this Agreement in full compliance with the laws and regulations of the Republic of Korea and the United States of America.

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COMMERCIAL REGISTRAR'S UNIT



2. **Appointment as Advisor.** The Embassy hereby acknowledges its appointment and authorization of RJI-GS to assist The Embassy.

3. **Term.** The term of this Agreement will be as follows:

3.1 Twelve Months. The Agreement is for a period of twelve (12) months commencing immediately upon signing. Thereafter, the parties may renew this Agreement upon written mutual consent.

3.2 First Sixty Days. The first sixty days of this Agreement shall be considered a probationary period, during which either party may terminate the contract for any reason.

4. **Compensation.** RJI-GS's full compensation under this Agreement will be as follows:

4.1 Monthly Retainer Fee. The Embassy will pay RJI-GS fees of US\$25,500 (twenty-five thousand five hundred U.S. dollars) per month, payable on a quarterly basis.

4.2 Specific Matter Fees. In the event that The Embassy chooses to expand the scope of services requested from RJI-GS beyond those listed above and in Attachment A, the Embassy will pay the related additional fees only as agreed in advance and in writing. Any such supplementary agreement will specify the additional work to be done by RJI-GS and the amount of the fees to be paid in consequence of this additional work.

4.3 Expenses. Reasonable and necessary out of pocket disbursements incurred in connection with RJI-GS's services to The Embassy, such as meals and appropriate refreshments with news media representatives and other appropriate members of the target audience, telecommunications and local transportation, reference material or graphic design fees, shall be reimbursed by The Embassy. The overall budget for such expenses is not to exceed two thousand U.S. dollars (2,000 USD) per month for the first six months, and is not to exceed five hundred U.S. dollars (500 USD) per month for the second six months. Such expenses will be coordinated with The Embassy in advance.

RJI-GS will not incur any travel related expenses without The Embassy's prior written approval. If a need arises for approved international travel, the travel will be booked in business class. RJI-GS will attempt in good faith to fly on Korean commercial airlines where possible for such international travel.

A handwritten signature in black ink, appearing to be 'E. M.', is located in the bottom right corner of the page. The signature is enclosed within a circular scribble.



5. Invoicing of Fees and Expenses:

5.1 RJI-GS shall invoice The Embassy on a quarterly basis for the monthly retainer fees, with the invoice to be presented at the beginning of each quarter. The beginning of the first quarter shall be the first day of the month immediately following the signing of this agreement.

5.2 A separate invoice, as necessary, shall be presented to The Embassy within the first ten days of any month detailing the additional "specific matter fees", if any, that were incurred in the previous month, and detailing the disbursements that were made, consistent with the agreed budget, on behalf of The Embassy during the previous month.

6. Payment by The Embassy.

6.1 Quarterly invoices submitted by RJI-GS for the monthly retainer fees shall be paid by The Embassy within 15 days of receipt of the invoice required under 5.1.

6.2 Monthly invoices described in 5.2 shall be paid by The Embassy within 15 days of receipt of any invoice presented to The Embassy under 5.2.

7. Termination. This Agreement may be terminated at any time without cause by either party by a 90 (ninety) days' written notice to the other party, but such termination shall not affect the obligation of The Embassy and of RJI-GS to continue to discharge their responsibilities under this agreement during the period after notice of termination. Either party may terminate this Agreement in the event that a monetary default is not cured within ten (10) days after notice of such default.

8. Accurate Information and Confidentiality. The Embassy and RJI-GS hereby mutually represent and warrant that all information provided to each other shall be true and correct to the best of their knowledge. RJI-GS shall ensure that information or materials disclosed to it that the Embassy identifies as confidential or proprietary are not disclosed to any third party or used for any purpose other than agreed herein, unless such disclosure is authorized by the Embassy.

9. District of Columbia Law Applies. This Agreement shall be governed by and construed under the laws of the District of Columbia, and any action brought by either party to enforce or interpret the terms of this Agreement shall be brought in the appropriate court in the District of

A circular stamp containing the handwritten initials 'CS' and the name 'Rogers' written below it.



Columbia. This provision, however, shall not be construed in any way inconsistent with the doctrine of sovereign immunity.

In no event shall either party be liable to the other for any incidental, indirect, special, consequential or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising from this agreement.

10. Compliance With Laws. RJI-GS will obtain and maintain the governmental authorizations, registrations and filings that may be required under the laws of the countries in which it will represent The Embassy. RJI assumes the specific responsibility to be in compliance with any relevant requirements of the Foreign Agents Registration Act, all Federal election and campaign finance laws and Congressional ethics and lobbying rules. RJI-GS will not use any payment or other benefit derived from The Embassy or any other funds to offer, promise or pay any money, gift or any other thing of value to any person for the purpose of influencing official actions or decisions affecting The Embassy or the ROK, while knowing or having reason to know that any portion of this money, gift or thing will, directly or indirectly, be given, offered or promised to an employee, officer or other person acting in an official capacity for any government or agency or any political party, party official or candidate for political office. RJI-GS will at all times refrain from engaging in any illegal, unfair or deceptive trade practices or unethical business practices.

11. Severability. If a provision of this Agreement is declared invalid, unenforceable, or prohibited by any applicable international, country, federal, state or local law, such provision shall be severable from the balance of this Agreement and this Agreement shall be interpreted to remain in full force and effect absent such provision.

12. Modification. This Agreement may be modified at any time upon agreement, in writing, of the parties. The Embassy will designate in advance an Embassy official authorized to sign any such modification of the Agreement.

13. Counterparts. This Agreement may be signed in counterparts, each of which shall be original, and all of which shall constitute one and the same instrument.

* * *

(Signature page follows)

A handwritten signature in black ink, enclosed within a circular scribble. Below the signature, the initials 'RJI' are written in a smaller, less distinct hand.



The undersigned hereby acknowledge and agree to the foregoing.

For The Embassy of the Republic of Korea

For RJI Government Strategies

By: *Suchjoong Yoon*

Name: Sock-joong Yoon

Title: Minister for Public Affairs

Date: June 26, 2006

By: *Barton W. Marcois*

Name: Barton W. Marcois

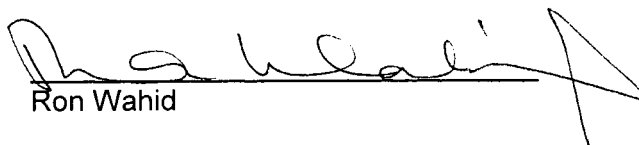
Title: Vice President and General Manager

Date: June 26, 2006

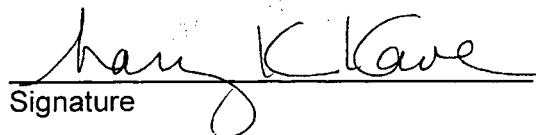
1 Attachment: Scope of Work

POWER OF ATTORNEY

I, Ron Wahid, President, CEO and Director of RJI Government Strategies, do hereby appoint and empower Rodney J. Nydam, and Barton W. Marcois severally, to act on behalf of RJI Government Strategies in complying with the filing requirements of the Foreign Agents Registration Act of 1938, as amended, in connection with RJI Government Strategies' activities, and do hereby authorize these individuals, severally, to perform each and every act necessary and proper to carry out the purposes for which this power is granted, including, without limitation, the execution and submission of Registration Statements and Supplemental Statements.


Ron Wahid

Subscribed and Sworn before me, MARY K KAVE, a Notary Public,
this 6th day of July, 2006, at Washington, District of Columbia


Signature

July 6, 2006
Date

MY COMMISSION EXPIRES JUNE 14, 2009

Commission Expires