

U.S. Department of Justice  
Washington, DC 20530

**Exhibit A to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. 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 in print and online at: <http://www.fara.gov>.

**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, Counterespionage Section, National Security 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 and Address of Registrant  Gephardt Group Government Affairs, LLC	2. Registration No.  5874
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3. Name of Foreign Principal  Taipei Economic and Cultural Representative Office in the United States	4. Principal Address of Foreign Principal  4201 Wisconsin Avenue NW Washington, DC 20016
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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:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (*specify*) \_\_\_\_\_
- Individual-State nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant
- b) Name and title of official with whom registrant deals  
Honorable King Pu-tsung, Chief Representative

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

- a) Principal address
- 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:

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 <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must 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.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
January 11, 2013	Michael Messmer, Vice President	/s/ Michael Messmer

eSigned

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****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. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. 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 in print and online at: <http://www.fara.gov>.

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, Counterespionage Section, National Security 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

Gephardt Group Government Affairs, LLC

2. Registration No.

5874

3. Name of Foreign Principal

Taipei Economic and Cultural Representative Office in the United States

Check Appropriate Box:

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.

Gephardt Group Government Affairs shall perform and/or deliver and the Taipei Economic and Cultural Representative Office in the United States shall be entitled hereunder to strategic advice, lobbying, and government relations services; outreach to and advocacy before the Legislative Branch and the Executive Branch; and other support as defined by the two parties in the attached Agreement of Services.

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

Gephardt Group Government Affairs shall perform and/or deliver and the Taipei Economic and Cultural Representative Office in the United States shall be entitled hereunder to strategic advice, lobbying, and government relations services; outreach to and advocacy before the Legislative Branch and the Executive Branch; and other support as defined by the two parties in the attached Agreement of Services.

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.

Please see the attached Agreement of Services

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
January 11, 2013	Michael Messmer, Vice President	/s/ Michael Messmer eSigned

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 of Services

This agreement shall commence on January 1<sup>st</sup>, 2013, and shall continue for twelve months ending on December 31<sup>st</sup>, 2013 between the Taipei Economic and Cultural Representative Office in the United States (hereto referred to as "TECRO") and Gephardt Group Government Affairs LLC, a Delaware Limited Liability Company (hereto referred to as "Gephardt Government Affairs").

The parties have agreed as follows:

1. Gephardt Government Affairs agrees to represent TECRO before the U.S. Congress and the U.S. government generally.
2. In the course of its representation of TECRO, Gephardt Government Affairs agrees that it will act in conformance with all applicable United States laws and regulations.
3. In this connection, Gephardt Government Affairs shall furnish TECRO with its analyses and interpretations of political, financial, commercial and sociological developments in the United States and advise TECRO as to actions TECRO may take to further improve relations between the two countries.
4. Gephardt Government Affairs is required to send a copy of its monthly activity report to TECRO before the 10<sup>th</sup> day of each subsequent month. All reports, recommendations materials, analyses and other documents Gephardt Government Affairs prepares shall become the property of TECRO, and Gephardt Government Affairs hereby agrees that TECRO may make use thereof, without incurring any obligation for compensation other than as set in the following paragraph. Any reports prepared by Gephardt Government Affairs to TECRO shall be considered confidential and not for distribution to any third party. On request, Gephardt Government Affairs will deliver all copies, in any form to TECRO.
5. In payment of these services Gephardt Government Affairs is to receive a monthly retainer of \$25,000 (twenty five thousand dollars). TECRO will assign additional assignments on an as needed basis, compensation to be decided upon mutual agreement.
6. 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) and (b), during the term of this agreement.

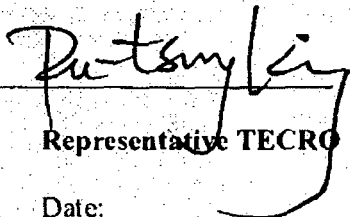
7. The Firm agrees to promptly notify TECRO if it decides to represent the government of the People's Republic of China (PRC), that is, the state itself, or any subdivision or agency or instrumentality thereof, as those terms are defined in 28 U.S.C. 1603 (a) and (b), during the term of this agreement.
8. Either party may terminate this contract on 30 days written notice for any reason.

IN WITNESS THEREOF:

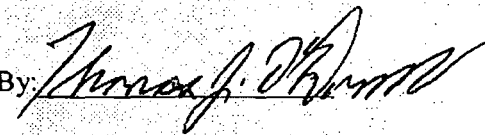
*Taipei Economic and Cultural  
Representative Office*

*Gephardt Group  
Government Affairs, LLC*

By:

  
Representative TECRO  
Date:

By:

  
Thomas J. O'Donnell  
Managing Partner  
Date: 1/11/13

## SCOPE OF WORK

During the term of this agreement, Gephardt Government Affairs will provide Taipei Economic and Cultural Representative Office (TECRO) with the following services:

- 1) Introduction to and negotiations with official of the Legislative branch of the United States Government. This effort will include strategies planning to assist TECRO on maintaining continuous positive relations with the United States Congress.
- 2) Arranging meetings and appointments with members of Congress and their staffers for TECRO officials. Those appointments could include working visits to member's offices and invitations to lunch or dinner at the Twin Oaks estate or other venues.
- 3) Working diligently to exhort members of Congress and the United States Senate to act favorably on matters of interest and benefit to Republic of China (Taiwan).
- 4) Encouraging members of Congress and staffers to visit Taiwan, provided that any involvement in travel by Members of Congress and staffers is consistent with the applicable House and Senate rules.
- 5) Providing TECRO with monthly activity reports and regular assessments of current developments in the U.S. Congress and U.S. political scenes in general that would be of concern to Taiwan. Such reports would contain counsel as to how problems should be addressed.
- 6) Providing recommendations and advice with which will help improve relations between Taiwan and the United States.