

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

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.

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 ARENT FOX LLP 1050 Connecticut Avenue, N.W. Washington, D.C. 20036-5339	2. Registration No. - new registration 5882
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3. Name of foreign principal Embassy of the Republic of Korea	4. Principal address of foreign principal 2450 Massachusetts Avenue, N.W. Washington, D.C. 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

b) Name and title of official with whom registrant deals
Mr. Young Joe Yun, Second Secretary

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

a) Principal address
NOT APPLICABLE.

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.

NOT APPLICABLE.

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.)*

NOT APPLICABLE.

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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.

NOT APPLICABLE.

Date of Exhibit A	Name and Title	Signature
9/22/08	John C. Kingery, Partner	

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. 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, 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 ARENT FOX LLP	2. Registration No. - new registration -
3. Name of Foreign Principal Embassy of the Republic of Korea	

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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.

The registrant, a law firm, will provide legal and related services to the foreign principal, including advice and counsel – and possible representation before the Congress, the Executive Branch, and the federal administrative agencies – on international trade matters generally, and on implementation of the Korea - United States Free Trade Agreement.

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

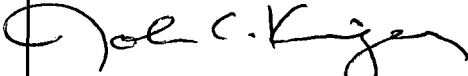
See response to item #7.

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.

See response to item #7.

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Date of Exhibit B	Name and Title	Signature
9/22/08	John C. Kingery, Partner	

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.

**CONSULTING SERVICES AGREEMENT
BETWEEN
THE EMBASSY OF THE REPUBLIC OF KOREA
AND
ARENT FOX LLP, ATTORNEYS AT LAW**

1.0 INTRODUCTION

- 1.1. The purpose of this Agreement is for Arent Fox LLP, Attorneys at Law, to provide the Embassy of the Republic of Korea to the United States with legal advice and assistance on international trade and other issues including implementation of a free-trade agreement between the Republic of Korea and the United States ("KORUS FTA").
- 1.2. For the purpose of this Agreement, the Embassy of the Republic of Korea to the United States will be referred to as the "Client" and Arent Fox LLP, Attorneys at Law, 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 consultants may retained on a contractual basis by Consultant and shall be covered by the terms of this Agreement.

2.0 SERVICES

- 2.1. The Consultant shall provide such analytical, legal and strategic assistance as with regard to the KORUS FTA implementation.
- 2.2. The Consultant shall also provide assistance and advice with respect to other international trade matters that may arise from time to time. The Client will give further guidance to the Consultant for the details of the work in this regard.
- 2.3. In case any other additional services may be expected from the Consultant, the Client and the Consultant will consult regarding 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.

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4.0 DURATION OF THE AGREEMENT

- 4.1. The Agreement for services will be in force for the period from September 1, 2008, through January 31, 2009.
- 4.2. The Parties shall consult as early as feasible prior to expiration should the Parties wish to extend this Agreement.

5.0 CONFIDENTIALITY

- 5.1. In connection with this Agreement, the Consultant agrees to maintain confidentiality of both written and verbal communications with the Client to the extent possible under the law except to the extent the Client authorizes limited or general discussion or disclosure of any such matters and information.
- 5.2. 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.
- 5.3. The Parties will maintain strict confidentiality in relation to the past, present and future research, business activities, products, services and technical knowledge to 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.

6.0 NOTICE

- 6.1. 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.
- 6.2. The contact information service of any notice shall be:

For the Client:

Young Joe YUN
Embassy of the Republic of Korea
2450 Massachusetts Avenue, NW
Washington, DC 20008
Telephone: (202) 587-6155
Fax: (202) 641-8734

For the Consultant:

John KINGERY
Arent Fox LLP
1050 Connecticut Avenue, NW
Washington, DC 20036-5339
Telephone: 202-857-6000
Fax: 202-857-6395

7.0 FORCE MAJEURE

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

8.0 TERMINATION

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

9.0 DISPUTES

- 9.1. 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.
- 9.2. 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.
- 9.3. The laws of the District of Columbia of the United States of America shall apply to the interpretation of this Agreement.

10.0 AMENDMENT

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

11.0 ASSIGNMENT

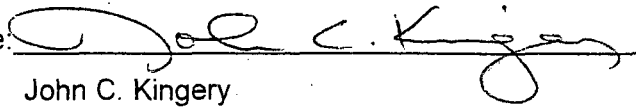
- 11.1. No Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.

12.0 PAYMENT FOR SERVICES AND EXPENSES

- 12.1. The fees shall consist of US\$15,000 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 and any subcontractors.
- 12.2. 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.
- 12.3. Upon consultation with Client, Consultant may subcontract services provided under this contract.

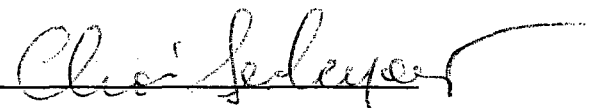
ACCEPTANCE OF THE AGREEMENT OF SERVICES

Signed on behalf of Arent Fox LLP:

Signature: 
John C. Kingery
Title: Partner
Date: 9/10/08

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Signed on behalf of the Embassy of the Republic of Korea:

Signature: 
Name: Choi. Seok young
Title: Minister
Date: 9/12/08