

U.S. Department of Justice

Washington, DC 20530

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

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents 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 1.5 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 Cornerstone Government Affairs, LLC	2. Registration No. 6211
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- To correct a deficiency in
- Initial Statement
- Supplemental Statement for the period ending _____
- Other purpose (*specify*) _____
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:
Contract extension document filed as attachment.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

Registrant has extended contract with Foreign Principal, Embassy of the Republic of Korea, for a contract dated August 1, 2014 - December 31, 2014. The contract was finalized on September 10, 2014, but back-dated to reflect an August 1 start date.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

September 18, 2014

/s/ Geoff Gonella

eSigned

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

SERVICE AGREEMENT

SERVICE AGREEMENT, dated August 1, 2014 (this "*Agreement*") between CORNERSTONE GOVERNMENT AFFAIRS, LLC, a limited liability company duly organized under the laws of the District of Columbia, and doing business as CORNERSTONE GOVERNMENT AFFAIRS (hereafter referred to as "*CORNERSTONE*") with its principal place of business at 300 Independence Ave, SE, Washington, D.C. 20003, and the REPUBLIC OF KOREA EMBASSY (hereinafter referred to as "*THE EMBASSY*"), with its principal office at 2450 Massachusetts Avenue, NW, Washington, DC 20008.

WHEREAS, CORNERSTONE is in the business of providing consulting and strategic services to assist its clients in dealing with federal state and local governments and governmental and regulatory authorities; and ("*GR Services*").

WHEREAS, THE EMBASSY and CORNERSTONE desire to enter into this agreement to set forth the basic terms and conditions that will govern the relationship under which CORNERSTONE will provide GR Services to THE EMBASSY:

NOW THEREFORE, in consideration of the foregoing recitals, the agreements contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party, the parties agree as follows:

1. Term. The term of this Agreement shall commence on August 1 and continue through December 31, 2014. The parties may mutually agree to extend the Term for one or more additional periods by mutual written agreement.

2. Termination. This Agreement may be terminated with or without cause, in whole or in part at any time during the Term by either party after thirty (30) days written notice to the other party. CORNERSTONE shall be paid all fees and expenses otherwise owed it under the terms of this Agreement through the effective date of such termination. All balances not paid on the due dates specified herein will bear interest at the rate of one percent (1%) per month until paid. All costs of collection incurred by CORNERSTONE of uncontested fees which are more than sixty (60) days past due shall be paid by THE EMBASSY.

3. Services by CORNERSTONE. During the term, CORNERSTONE shall provide GR Services to THE EMBASSY. The precise scope and extent of the GR Services shall be determined by mutual agreement of the parties but generally includes the following services:

- Provide government relations and consulting services to develop, coordinate and implement legislative outreach strategies with respect to promoting a professional visa initiative.

In performing all of these tasks, CORNERSTONE will serve as extended staff to THE EMBASSY, performing such services as attending necessary meetings, and providing as necessary, written reports on its activities as well as the activities of the Congress, the Administration, independent agencies, and third parties regarding the relevant issues. CORNERSTONE will also provide any general informational updates that it normally provides to its other clients.

4. Payment. Payment for the services shall be made electronically by THE EMBASSY to CORNERSTONE in five (5) monthly payments of thirty thousand dollars (\$30,000.00)¹ plus reasonable and customary out-of-pocket expenses with any out of town travel being approved in advance by THE EMBASSY (the "Fee"). THE EMBASSY will make the first payment of the Fee within ten (10) business days of the date this Agreement is executed by both THE EMBASSY and CORNERSTONE. Direct payments shall be made by THE EMBASSY via ACH once all applicable information has been received by THE EMBASSY. The Parties agree to discuss in good faith any adjustment in the Fee that either party shall deem appropriate given the level of services and workloads mutually agreed upon under Section 3. Federally appropriated funds may not be used to pay for any services provided or expenses incurred under this contract.

5. Confidentiality. CORNERSTONE agrees to keep all information provided by THE EMBASSY during the course of this Agreement ("*Protected Information*") confidential, will use Protected Information solely to enable it to perform its obligations hereunder, and will not disclose any information concerning this Agreement to any person or entity without the prior express written consent of THE EMBASSY; provided, however, that Protected Information may be provided by CORNERSTONE (i) to those of its employees who need such information to enable CORNERSTONE to perform its obligations hereunder and who are required to keep such information confidential, and (ii) to its auditors, consultants and advisors who agree to keep such information confidential or are otherwise bound to restrictions on disclosure. Protected Information shall not include information which (x) is now or hereafter becomes part of the public domain (y) was received by CORNERSTONE from a third party under no obligation of confidentiality to THE EMBASSY or (z) is disclosed by THE EMBASSY to a third party without restriction. In the event that such disclosure is required by applicable law, regulation or court order, CORNERSTONE agrees if reasonably practicable, to refrain from such disclosure until such time as THE EMBASSY has received written notice with regard to any required disclosure (provided that notice of the required disclosure is not prohibited by law), and CORNERSTONE has had a reasonable opportunity to contest the basis for disclosure and review the content of any disclosure proposed to be made to any person or entity.

6. No Verification by CORNERSTONE. It is understood that CORNERSTONE cannot undertake to verify all facts supplied to it by THE EMBASSY or related entities or all factual matters included in materials prepared or used by CORNERSTONE and approved by THE EMBASSY or related entities.

7. Indemnity. THE EMBASSY agrees to defend, indemnify and hold harmless CORNERSTONE from and against any and all losses, claim, damages, legal fees, expenses, or liabilities that CORNERSTONE may incur based upon information, representations, reports, data or releases furnished or approved by THE EMBASSY or its specifically authorized representative for use or release by CORNERSTONE, whether or not CORNERSTONE prepared or participated in the preparation of such materials. CORNERSTONE agrees to indemnify and hold harmless THE EMBASSY from and against any and all losses, claims, damages, legal fees, expenses or liabilities that THE EMBASSY may incur based upon information, representations, reports, data or releases made by CORNERSTONE or its authorized agent or representative that THE EMBASSY did not expressly approve, or that CORNERSTONE materially changed or altered after THE EMBASSY's approval; or that CORNERSTONE used in a negligent or reckless manner. This paragraph 7 shall survive the termination of this Agreement and shall continue to bind both parties.

¹ As for August, both parties agree that the monthly payment is adjusted to \$20,000 given the reduced workload during congressional recess.

8. Compliance with Law. CORNERSTONE shall be responsible, at its own expense, for complying with any federal law and/or regulation governing lobbying, including, but not limited to any law or rule requiring registration of or the filing of public disclosure reports by lobbyists, which law or rule applies by reason of any service to be performed or activity to be conducted.

9. No Assignment. Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party provided that THE EMBASSY may assign this Agreement to a wholly owned subsidiary of THE EMBASSY.

10. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the District of Columbia, without giving effect to any choice or conflict of law provision or rule.

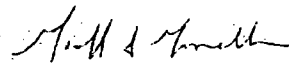
11. Dispute Resolution. Any dispute arising under this contract shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. Arbitrations shall be conducted before one arbitrator mutually agreeable to CORNERSTONE and THE EMBASSY. If the parties cannot agree on an arbitrator within thirty (30) days after the request for arbitration, then each party will select an arbitrator and the two arbitrators will select a third who shall act as the sole arbitrator of the dispute. Judgment on any award rendered by an arbitrator may be entered in any court having jurisdiction. All fees of the arbitrator and other costs and expenses of the arbitration shall be paid by THE EMBASSY and CORNERSTONE equally unless otherwise awarded by the arbitrator.

12. Entire Agreement. This agreement contains the entire understanding between the parties. It may be changed only by written agreement signed by each party.

IN WITNESS WHEREOF, the authorized representatives of THE EMBASSY and CORNERSTONE do hereby execute this Agreement as of the date first above written.

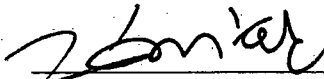
CORNERSTONE GOVERNMENT AFFAIRS, LLC

Date: August 1, 2014



Geoff J. Gonella, President, Cornerstone Government Affairs, LLC

Date: August 1, 2014



Gheewhan Kim, Minister for Economic Affairs, Embassy of Korea