

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

Alston & Bird LLP

2. Registration No.

5549

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.
- See the attached engagement letter.

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

Activities will continue to focus on assisting client's agenda as it relates to the U.S. Administration and Congress. In addition, the following activities are among those the firm is prepared to undertake on the client's behalf:

- Arrange for Taiwanese participation in events at and related to the 2012 GOP convention;
- Promote travel by Members of Congress to Taiwan;
- Facilitate meetings with members of President Obama's Cabinet and other senior Administration officials;
- Assist in scheduling meetings with Republican Party officials, at national and state levels, Republican Presidential candidates and their advisers, and assist with client's agenda on party-related issues;
- Assist in scheduling meetings with Republican and Democratic members of the U.S. Senate and U.S. House of Representatives, including those in leadership positions;
- Work with client in promoting Taiwan's accession to or participation in the U.S. visa-waiver program, World Health Organization, International Civil Aviation Organization and other international organizations and meetings, as deemed of interest to the client;
- Assist in drafting and finding appropriate opportunities for op-eds, press releases, speeches, and other statements;
- Provide strategic advice and planning on special projects, especially those of a legislative nature;
- Undertake other special assignments on the client's behalf, provided they are mutually agreed to by both parties.

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 the above question.

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
February 16, 2012	Robert Driscoll, Partner	/s/ Robert Driscoll 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.

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February 1, 2012

The Honorable Jason Yuan
Representative
Taipei Economic and Cultural Representative
Office in the United States
4201 Wisconsin Avenue, NW
Washington, DC 20016

Re: Terms of Engagement

Dear Mr. Ambassador:

We at Alston & Bird (the "Firm"), are pleased that the Taipei Economic and Cultural Representative Office in the United States ("TECRO") has chosen to continue its relationship with us. The purpose of this letter is to confirm the terms of our overall engagement.

This engagement will be effective January 1, 2012, and will continue in effect until December 31, 2012, unless otherwise agreed by Alston & Bird and TECRO. During our engagement, you agree to pay the Firm a monthly retainer of \$20,000.00. Throughout the period of this engagement, we will issue monthly statements for our services rendered in the previous month, payment due upon receipt. The Firm will not bill TECRO separately for incidental expenses. However, in the event TECRO requests and I agree to undertake any travel, including a trip to Taiwan for any purpose related to this retainer, TECRO agrees to pay round-trip First Class air travel for me and two others, plus hotel and related expenses.

During the period of the retainer, the Firm will provide TECRO a monthly report of all activities undertaken on your behalf. I will actively participate in and supervise our day-to-day work under this agreement. All work will be coordinated from my office. Our team will include members of my immediate

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staff, and, on an as-needed basis, other lawyers in the Firm and their assistants who have particular expertise in the issues under consideration. In addition, I will meet with you on a regular basis. My representatives will meet regularly with TECRO representatives and coordinate with them by telephone as frequently as necessary. The management and supervision of the engagement shall be under my direct control and supervision, and no activity relating to TECRO shall be generated without my or my representatives' explicit direction and approval.

This year, we agree that our activities will continue to focus specially on assisting you with our agenda as it relates to the U.S. Administration and Congress. TECRO and the Firm will agree on a work plan to cover these activities. In addition, the following activities are among those we are prepared to undertake on TECRO's behalf.

- Arrange for Taiwanese participation in events at and related to the 2012 GOP convention.
- Promote travel by members of congress to Taiwan.
- Facilitate meetings with members of President Obama's Cabinet and other senior Administration officials.
- Assist in scheduling meetings with Republican Party officials, at national and state levels, Republican Presidential candidates and their advisers, and assist with your agenda on party-related issues.
- Assist in scheduling meetings with Republican and Democratic members of the U.S. Senate and U.S. House of Representatives, including those in leadership positions.
- Work with you in promoting Taiwan's accession to or participation in the U.S. visa-waiver program, World Health Organization, International Civil Aviation Organization, and other international organizations and meetings, as deemed of interest to TECRO.
- Assist in drafting and finding appropriate opportunities for op-eds, press releases, speeches, and other statements.
- Provide strategic advice and planning on special projects, especially those of a legislative nature.
- Through close coordination with your staff, we are also prepared to undertake other special assignments on your behalf, provided that they are mutually agreed to by both parties.

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We are also prepared to provide additional legal services, beyond the scope of the abovementioned retainer, at your request. If you request such services, we will provide, on an as-needed basis, other lawyers in the Firm and their assistants who have particular expertise in the issues under consideration. You would be billed for these services, separately from and in addition to the \$20,000.00 monthly retainer, based on the hourly rates of the relevant lawyers.

As you can appreciate, the attorney-client privilege is an important subject that we raise with our clients at the outset of any new representation. As a matter of professional responsibility, we are required to preserve the confidences of our clients, and this professional obligation and the legal privilege accorded attorney-client communication exist to encourage candid and complete communication between client and attorney. The attorney-client privilege, however, can be lost if our written or oral communications are shared inappropriately with others, including, under certain circumstances, other employees or representatives of TECRO. We should always, therefore, discuss in advance any intention on the part of TECRO to include others in our confidential relationship.

Moreover, as in any professional relationship where mutual trust and confidence are essential, it is appropriate for either TECRO or Alston & Bird to be able to terminate our engagement at any time, by reasonable written notice. If our engagement is terminated, we understand that TECRO will take whatever steps are necessary to evidence that we are free from any obligation to perform further, and to pay us for unpaid fees, charges for related expenses, and services incurred to the date of termination. For clients who are not regular, general clients of the firm, but who hire us as special counsel for a limited engagement, an additional condition of our acceptance of this engagement is an agreement that our acceptance of this limited engagement shall not preclude our firm from representing other clients in the future who may have adverse interests with respect to matters unrelated to this limited engagement. We consider our representation of TECRO to fall into this category.

Notwithstanding the above, however, by entering into this agreement, the Firm also agrees not to represent the government of the People's Republic of China (PRC), that is, the state itself, or any subdivision or agencies or instrumentality thereof, as those terms are defined in 28 U.S.C. 1603(a) and (b). The Firm retains the ability to represent private commercial companies where the PRC ownership interests, direct or indirect, are one half or less. Depending on the nature of the Firm's activities, we may have to file specific disclosure statements with the U.S. Government covering these activities.

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We would appreciate your acknowledging, on behalf of TECRO, that this letter correctly reflects the terms of our engagement by signing, dating, and returning to me the enclosed copy of this letter. There is space for your acknowledgement below my signature.

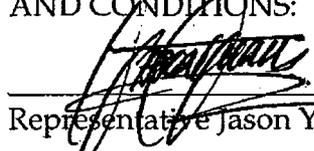
Again, we are delighted that Alston & Bird will be representing TECRO for the purposes described herein, and we thank you for choosing us. We look forward with enthusiasm and appreciation to working with you. If you have any questions, please feel free to contact me at 202-654-4848 or Marshall Harris at 202-654-4857.

Sincerely,



BOB DOLE

I AGREE WITH THE FOREGOING TERMS,
AND CONDITIONS:



Representative Jason Yuan

DATE:

2/6/12'