

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 .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, 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.

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 Dickstein, Shapiro, Morin & Oshinsky LLP 2101 L Street, NW Washington, DC 20037	2. Registration No. 3028
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3. Name of foreign principal Royal Thai Embassy- office of commercial affairs	4. Principal address of foreign principal 1024 Wisconsin Avenue Washington, DC 20007
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5. Indicate whether your foreign principal is one of the following:

<input checked="" type="checkbox"/> Foreign government	RECEIVED CRIMINAL DIVISION MAR 17 P 1:08 FEDERAL BUREAU OF INVESTIGATION	
<input type="checkbox"/> Foreign political party		
<input type="checkbox"/> 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) _____
<input type="checkbox"/> Individual-State nationality _____		

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

a) Branch or agency represented by the registrant. Office of Commercial Affairs

b) Name and title of official with whom registrant deals. Mr. Kannisorn Navanugraha (Minister)

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, N/A

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 No

Owned by a foreign government, foreign political party, or other foreign principal Yes No

Directed by a foreign government, foreign political party, or other foreign principal Yes No

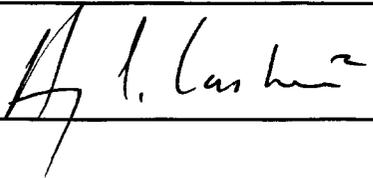
Controlled by a foreign government, foreign political party, or other foreign principal Yes No

Financed by a foreign government, foreign political party, or other foreign principal Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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

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. N/A

Date of Exhibit A	Name and Title	Signature
3/17/97	Henry C. Cashen (Partner)	

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, 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 Dickstein, Shapiro, Morin & Oshinsky LLP	2. Registration No. 3028
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3. Name of Foreign Principal
Office of Commercial Affairs, RoyalThai Embassy

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.
Please see attached contract

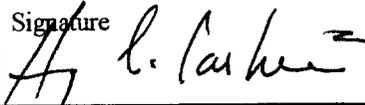
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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see attached contract

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.

Date of Exhibit B 3/4/97	Name and Title Henry C. Coakley II - Partner	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.

AGREEMENT FOR ADVISORY SERVICES

This Agreement is made by and between the Office of Commercial Affairs, Royal Thai Embassy, Washington, D.C. and represented by its duly authorized officials (hereinafter called "Client"), and Dickstein, Shapiro & Morin, L.L.P., United States attorneys, having offices at 2101 L Street, N.W., Washington, D.C., United States of America (hereinafter called the "Firm");

WHEREAS, in consideration of the services hereinafter stated, the Client is willing to hire the Firm to advise the Client with respect to various matters involving the administration of U.S. trade laws as well as other general legal representation and the Firm is willing to render such service to the Client;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. PURPOSE OF THE AGREEMENT

- 1.1 The purpose of the Agreement is to make available to the Client advisory services (hereinafter called "the Services") by the Firm as shown in the following scope:
- A. Monitoring and analyzing any changes in U.S. rules, regulations and trade laws to ensure compliance with the WTO;
 - B. Monitoring and counseling of issues concerning the administration of U.S. rules, regulations and laws involving international trade, environmental issues and any programs (such as guidelines or restrictions on canned food from Thailand), affecting Thailand;
 - C. Following any changes in U.S. trade policy, including the forums of NAFTA, APEC, CBI, FTAA, among other issues, which may have an effect on Thailand;
 - D. Identifying and analyzing trends, problems and opportunities in the trading relationships between Thailand and countries of the Northern Hemisphere, particularly, the U.S.;
 - E. Contacting various agencies of the U.S. Government and Members of Congress and their staffs on issues concerning Thailand;
 - F. Assisting the staff of the Office of Commercial Affairs in arranging meetings for visiting Government officials;

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- G. Assisting the staff of the Office of Commercial Affairs on small research projects;
- H. Assisting the private sector concerns and opportunities in the U.S. and other markets to the extent possible;
- I. Submitting a bi-weekly written report to the Office of Commercial Affairs, outlining and analyzing current U.S. trade policy and activities (as stated above), which may affect Thailand, and;
- J. Such other legal or consulting services as required by the Client during the course of the agreement.

1.2 The parties agree that the projects undertaken during the course of this agreement will each generally involve less than six hours to complete. In the event that Client requests the Firm to engage in a particular project that will involve greater than six hours to complete, the parties will enter into a separate agreement for that particular project.

1.3 The Firm shall not be required to commit more than 20 attorney hours per month to services performed under this retainer. Furthermore, if the Firm is regularly requested to commit more than 15 attorney hours per month to services performed under this retainer, the Firm shall have the option either to (a) to withdraw from the agreement or (b) to renegotiate its terms. This paragraph is not intended to place any limitation on either party's right to withdraw from the agreement at any time under paragraph 2.2.

ARTICLE 2. DURATION OF THE AGREEMENT

2.1 This Agreement, upon the execution of the same by all parties, will take effect from September 25, 1996 and will expire on September 24, 1997, and is subject to extension by mutual agreement.

2.2 Notwithstanding Article 2.1, the Agreement can be terminated by either party at any time, so long as payment is made for professional fees and disbursements incurred during all months up to and including the month in which termination occurs.

ARTICLE 3. FEES

The Client shall pay the Firm their fees for the Services rendered under this Agreement in accordance with the following terms:

- 3.1 Attorneys' and other professional services will be billed at a fixed fee of US \$2,450 (two-thousand four-hundred fifty U.S. dollars) per month. It is agreed that the \$2,450 monthly fee includes all disbursements and other charges incurred by the Firm in performing Services under this Agreement.
- 3.2 Taxes which may be incurred on payments made by the Client for Services rendered under this Agreement shall be the responsibility of the Client in the case of taxes incurred in Thailand and the responsibility of the Firm for taxes incurred outside Thailand.

ARTICLE 4. METHOD OF PAYMENT

- 4.1 The fees set forth in paragraph 3.1 shall be billed by invoice to the Client by the Firm on the first day of each month.
- 4.2 Payment shall be made by the Client in U.S. dollars in Washington, D.C. within thirty (30) days from the date of the invoice.
- 4.3 It is expressly recognized by both parties to this Agreement that the fixed monthly fee for professional services set forth in paragraph 3.1 is agreed to by the Firm on the understanding that bills for services will be paid within the time limits specified in paragraph 4.1. Should bills for services be paid later than 60 days, the parties agree to discuss an appropriate form of compensation to the Firm.

ARTICLE 5. TERMINATION

- 5.1 Should either party default in the execution of its obligations under this Agreement, the other party shall give the defaulting party notice in writing to remedy such default promptly.
- 5.2 Failure of the defaulting party to take corrective measures as required by the other party within fifteen (15) days of the receipt of such notice shall constitute sufficient cause for the other party to terminate this Agreement.
- 5.3 In the event of termination of this Agreement due to the fault of the Client, the Firm shall be compensated for all professional fees incurred during all months up to and including the month in which termination occurs.
- 5.4 In the event of termination of this Agreement due to the fault of the Firm, the Firm agrees to pay the Client a penalty in the amount of Two Thousand Five Hundred Dollars (US\$2,500.00).

- 5.5 This Agreement may be terminated by convenience of the Client or the Firm, at any time, by sending notice to the Firm by certified mail, return receipt requested, not less than thirty (30) days in advance of termination. The Firm shall be entitled to remuneration for all professional fees incurred during all months up to and including the month in which termination occurs.

ARTICLE 6. THE RIGHTS AND DUTIES OF THE FIRM

- 6.1 The Firm and its staff, in advising and acting for the Client, shall at all times perform the Services by using all reasonable skill, care and due diligence and efficiency and shall carry out all their professional obligations in accordance with recognized international professional standards.
- 6.2 The copyright of all documents prepared by the Firm in connection with this Agreement rests with the Client. All documents prepared by the Firm in connection with this Agreement shall be confidential and shall be the property of the Client. The Firm may retain copies of such documents but shall not use the contents thereof for any purpose unrelated to the Services without prior written approval of the Client.

ARTICLE 7. LIABILITY OF THE FIRM

The Firm shall be liable for any violations of legal provisions or rights of third parties in respect of patents or copyrights introduced into the services by the Firm.

ARTICLE 8. OBLIGATION OF THE CLIENT

The Client will furnish, without charge and within a reasonable time, all pertinent data and information available to the Client and will give such assistance as reasonably required by the Firm for carrying out the Firm's duties under this Agreement.

ARTICLE 9. CONFLICTS

Notwithstanding any other provision of this Agreement, the Firm shall not be required to undertake any representation under this Agreement that is substantially related to the subject of a then pre-existing engagement with another client or that might in any way impair the confidentiality of sensitive, proprietary or otherwise confidential information regarding another client.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

Date: 9/25/96

ON BEHALF OF:
OFFICE OF COMMERCIAL AFFAIRS,
ROYAL THAI EMBASSY, WASHINGTON, D.C.

By: Kanissorn Navanugraha
Kanissorn Navanugraha

DICKSTEIN, SHAPIRO & MORIN, L.L.P.

Date: 9/25/96

By: Arthur J. Tylavsky