

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.

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 .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 SANDLER TRAVIS & ROSENBERG, P.A.	2. Registration No. 5303
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3. Name of Foreign Principal
ROYAL KINGDOM OF CAMBODIA

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.
Registrant to provide advice with respect to the administration of the textile and apparel bilateral agreement, negotiations on the agreement with the U.S. and interact with the administration regarding certain bilateral textile trade issues.

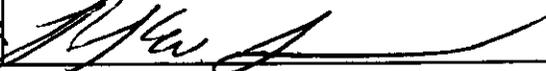
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See #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 #7

Date of Exhibit B	Name and Title	Signature
May 20, 2002	RONALD W. GERDES, 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 interests, policies, or relations of a government of a foreign country or a foreign political party.

CONTRACT OF SERVICE
Between
THE GOVERNMENT OF THE ROYAL KINGDOM OF CAMBODIA
And
SANDLER, TRAVIS & ROSENBERG, P.A.

1.0 INTRODUCTION

- 1.1 The purpose of this Agreement is for the Government of the Royal Kingdom of Cambodia to contract the services of Sandler, Travis & Rosenberg, P.A. to assist trade-related issues in the United States.
- 1.2 For the purpose of this Agreement, the Government of the Royal Kingdom of Cambodia will be referred to as the "Client" and Sandler, Travis & Rosenberg, P.A. as the "Consultant".

2.0 SERVICES

- 2.1 The Consultant will be expected to provide the following services and assistance to the Client in respect of dealings with the U.S. Government:
 - 2.1.1. Provide assistance in correspondence with U.S. government officials.
 - 2.1.2. Monitor trade policy developments and their impact on Cambodia.
 - 2.1.3. Assist Cambodia in trade-related issues before the United States Government agencies.

3.0 CLIENT RESPONSIBILITIES

- 3.1 The Client will assume the following responsibilities in connection with the provision of consulting services:
 - 3.1.1. The Ministry of Commerce is to provide the Consultant with timely and accurate information for the performance of the required services.
 - 3.1.2. The Consultant will be allowed adequate access to the Client or a nominated Client representative, and to other key Client personnel at an agreed level and basis, whose participation is critical to the success of the project.

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4.0 TIME FRAME

- 4.1 The contract for services will be in force from the date of signing by both parties through December 31, 2002.

5.0 PAYMENT FOR SERVICES AND EXPENSES

- 5.1 Fees are set at US\$5,000, unless other special projects or additional required work on existing project, conducted by the Consultant on behalf of, and with the agreement of, the client exceed that amount in a given month.
- 5.2 Normal office expenses such as photocopying, telephone, etc., as well as any travel and related expenses incurred for travel outside the Washington, D.C. area in connection with the performance of this contract will be reimbursed provided that any travel outside the United States is pre-approved by the Client.

6.0 VARIATION TO SERVICES

- 6.1 No changes or modifications to the Services may be made except by a written variation letter signed by both parties. Either party may request changes to the Services by submitting such requests in writing to the other party.

7.0 CONFIDENTIALITY

- 7.1 In connection with this arrangement, each party will have access to confidential information made available by the other; each shall protect such confidential information in the same manner as it protects its own confidential information of like kind but in all cases with at least a reasonable degree of care.
- 7.2 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 party 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.

8.0 WARRANTIES

- 8.1 The Consultant warrants that the Services will be provided by individuals who are appropriately trained to provide the Services.

9.0 NOTICE

9.1 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 a party at the address and facsimile number set out below.

9.2 The address for service of any notice or documents shall be:
for Client: H.E. Minister Chann Prasidh
Ministry of Commerce
#20 A & B Preah Norodom Boulevard
Phnom Penh, Cambodia
Phone: (855-18) 810-040
Fax: (855-23) 426-396

for Consultant: Sandler, Travis & Rosenberg, P.A.
1300 Pennsylvania Avenue, N.W.
Suite 400 - North Tower
Washington, D.C. 20004
Phone: (202) 638-2230
Fax: (202) 638-2236

10.0 FORCE MAJEURE

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

11.0 AMENDMENT

11.1 This agreement may only be amended in writing signed by all parties and may not be amended in any other manner.

12.0 ENTIRE AGREEMENT

12.1 This agreement constitutes the entire agreement between the parties in relation to its subject matter. No understanding, arrangement or provision not expressly set out in this agreement will bind the parties.

13.0 ASSIGNMENT

13.1 Subject to any contrary provision contained in this agreement, no party may assign or transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

ACCEPTANCE OF CONTRACT OF SERVICE

On behalf of the Consultant, *Sandler, Travis & Rosenberg, P.A.*, I accept the above terms and conditions contained in this Contract Agreement.

Signature: *J. Nicole Bivens Collinson*

Name: J. Nicole Bivens Collinson

Title: Sandler, Travis & Rosenberg, P.A.

Date: March 12, 2002



Signed on behalf of the Government of the Royal Kingdom of Cambodia.

Signature: _____

Name: H.E. Cham Prasidh

Title: Minister of Commerce, Kingdom of Cambodia

Date: _____