

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement

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

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

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.

1. Name and Address of Registrant Gephardt Group Government Affairs, LLC	2. Registration No. 5874
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3. Name of Foreign Principal Republic of Korea	4. Principal Address of Foreign Principal 2450 Massachusetts Avenue, NW Washington, DC 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 (<i>specify</i>) _____
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant

- b) Name and title of official with whom registrant deals
Y.J. Choi, Ambassador

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

Formerly CRM-157

FORM NSD-3
Revised 03/11

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.

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.)*

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.

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 A 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 A	Name and Title	Signature
March 07, 2013	Thomas J. O'Donnell, Managing Partner	/s/ Thomas J. O'Donnell eSigned

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 Gephardt Group Government Affairs, LLC	2. Registration No. 5874
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3. Name of Foreign Principal

Republic of Korea

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.

Gephardt Group Government Affairs shall perform and/or deliver and the Republic of Korea shall be entitled hereunder to strategic advice, lobbying, and government relations services; outreach to and advocacy before the Legislative Branch and the Executive Branch; and other support as defined by the two parties in the attached Services Agreement.

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

Gephardt Group Government Affairs shall perform and/or deliver and the Republic of Korea shall be entitled hereunder to strategic advice, lobbying, and government relations services; outreach to and advocacy before the Legislative Branch and the Executive Branch; and other support as defined by the two parties in the attached Services Agreement.

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.

Please see the attached Services Agreement.

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
March 07, 2013	Thomas J. O'Donnell	/s/ Thomas J. O'Donnell
		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.



SERVICES AGREEMENT

THIS AGREEMENT is made between the Government of the Republic of Korea ("Republic of Korea"), a foreign sovereign, and Gephardt Government Affairs Group LLC, a Delaware Limited Liability Company ("GGA").

1. **Term:** This Agreement shall be for eight months, commencing February 15, 2013. Its terms may be renewed for additional successive one-year periods upon the explicit written assent of both parties.

2. **Services:** GGA agrees to provide lobbying and government relations services to the Republic of Korea, which services shall consist of those ordinarily and customarily provided in representing a foreign sovereign before the United States Congress and Executive Branch.

3. **Personnel and Other Service Providers:**

(a) GGA shall compose its own team to achieve the best possible results in providing the services described above. It will provide the Republic of Korea at the earliest possible date a list of personnel, including an indication of their areas of expertise and/or how they will be utilized. This list will be updated from time to time as required.

(b) GGA may retain the services of additional subcontractors and consultants as deemed necessary to assist the firm. Such additional subcontractors and consultants may be retained and terminated at GGA's discretion. GGA shall be solely responsible for compensating any such additional subcontractors and consultants.

(c) GGA agrees to share information and work amicably with the Republic of Korea's other service providers as identified by the Embassy of the Republic of Korea.

4. **Fees:** The Republic of Korea agrees to pay GGA a total of \$200,000 in US dollars excluding all Republic of Korea taxes (\$25,000 monthly payment) for the services described in this Agreement to be performed by GGA. A quarterly payment of \$75,000 US dollars excluding all The Republic of Korea taxes, with the final quarter receiving a pro rata amount of \$ 50,000, shall be due on a quarterly basis within ten days of the invoice date.

5. **Additional Costs and Expenses:** The Republic of Korea shall reimburse with prior approval for all travel and lodging expenses (at a business class rate) reasonably incurred by GGA in the discharge of services pursuant to 2. Should GGA incur extraordinary costs and expenses on the Republic of Korea's behalf that are not otherwise contemplated in the fees described above, the Republic of Korea shall reimburse these costs provided that The Republic of Korea gives explicit advance approval.

6. **Termination:**

- (a) This Agreement shall terminate upon its natural expiration if not renewed.
- (b) Either party may terminate this Agreement at any time for any reason prior to its natural expiration. In this event, the Republic of Korea shall pay GGA its pro-rata share of earned fees for the quarter in which the Agreement is terminated.

7. **Monthly Reporting:** GGA shall provide monthly a written report to the Republic of Korea succinctly describing its work on the Republic of Korea's behalf. Such reports need not include calculations of the time spent by the individual members of the GGA team.

8. **Privileged Information:** GGA will use all permissible efforts to protect privileged communications or other confidential information developed by it or provided to it by the Republic of Korea during the term of this Agreement. This obligation shall survive the termination of this Agreement and any renewals. Upon the termination of this Agreement and any renewals the Republic of Korea may request from GGA the return of any documents or other information provided by the Republic of Korea.

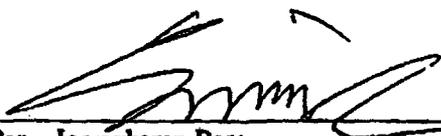
9. **Registration and Disclosure:** GGA and any subcontractors and consultants it may employ shall separately and individually comply with any and all restrictions and requirements, including filing and other disclosure, of the Foreign Agents Registration Act, the Lobbying Disclosure Act, the Ethics Reform Act of 1989, the Foreign Corrupt Practices Act, the Honest Leadership and Open Government Act, and other applicable laws and regulations of the United States and the District of Columbia.

11. **Conflicts:** The Republic of Korea acknowledges GGA's breadth of practice, which give rise to the potential that it may represent clients in unrelated matters whose interests are contrary to the Republic of Korea's. Nonetheless, even the appearance of a conflict could render unproductive the relationship contemplated by this Agreement. Therefore, GGA shall endeavor not only to avoid actual conflicts, but the appearance of conflicts as well. To that end, GGA shall comply with all applicable provisions of the District of Columbia Bar Code of Professional Conduct. It shall also immediately assess whether it represents any clients whose interests are contrary to the Republic of Korea. If so, then it shall inform the Republic of Korea and then the Republic of Korea and GGA shall work together to determine whether and how to resolve any apparent or actual conflict.

12. Choice of Law: This Agreement shall be governed by, and construed in accordance with, the laws of the United States

13. Power to Bind: Absent the express written consent of the Republic of Korea, neither GGA nor its consultants and subcontractors have authority to bind the Republic of Korea in any manner whatsoever.

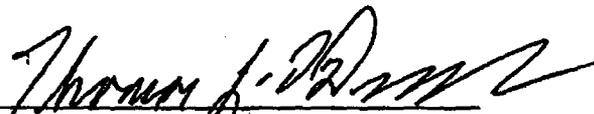
FOR THE GOVERNMENT OF THE REPUBLIC OF KOREA



By: Jeonghyun Ryu
Counselor

Date: February 20, 2013

FOR GEPHARDT GOVERNMENT AFFAIRS GROUP LLC



By: Thomas Q. Donnell
Managing Partner

Date: February 20, 2013