

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.

*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 <i>Fierce, Isakowitz & Blalock 1155 F St. NW # 950 Washington, DC 20004</i>	2. Registration No. <i>5254 5950</i>
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3. Name of foreign principal <i>Republic of Korea</i>	4. Principal address of foreign principal <i>2550 Massachusetts Ave. NW Washington, DC 20007</i>
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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 (specify): _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
Economic Division, Embassy of Korea

b) Name and title of official with whom registrant deals
Jong-hyun Choi, Minister of Economic Division

7. If the foreign principal is a foreign political party, state:

a) Principal address
Embassy

b) Name and title of official with whom registrant deals

c) Principal aim

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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.

Date of Exhibit A	Name and Title	Signature
9/24/10	Kirsten A. Chadwick Partner	Kirsten A. Chadwick

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, 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 Fierce, Isakowitz & Blalock	2. Registration No. 5654
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3. Name of Foreign Principal Republic of Korea

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.

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7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

We will represent the country of Korea on the Free Trade Agreement between the United States and Korea. We will advocate with members of Congress & their staff for the passage of the FTA.

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

We will advocate with members of Congress and their staffs for the passage of the Free Trade 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.

We will advocate with members of Congress and their staffs for the passage of the Free Trade Agreement. We will do this through personal discussions and meetings with Congressional members and staff.

Date of Exhibit B	Name and Title	Signature
9/24/10	Kirsten A. Chadwick 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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Fierce, Isakowitz & Blalock

1155 F Street, NW

Suite 950

Washington, DC 20004

Retainer Agreement Between the Country of Korea and Fierce, Isakowitz & Blalock

On behalf of Fierce, Isakowitz & Blalock (FIB), we look forward to working with the Republic of Korea (Korea) on passage of the Korea-US Free Trade Agreement (KORUS FTA).

In consideration of the mutual agreements set forth herein and in consideration of and as a condition to the consulting services of FIB to Korea, the parties hereto hereby agree as follows:

1. **GENERAL.** FIB shall provide government relations consulting services to Korea. FIB is a Washington, DC LLC, engaged in the business of providing government relations consulting services.

Kirsten A. Chadwick, Partner, FIB, will be the primary consultant to Korea. Other members of FIB will assist Kirsten A. Chadwick as directed by Ms. Chadwick.

2. **SCOPE OF SERVICES.** Services shall be rendered to Korea.

Korea shall direct FIB in the preparation and implementation of a strategy to assist Korea in passage of KORUS FTA with the US Congress.

Specifically, FIB shall:

- a. Provide necessary professional services to develop, coordinate and implement a strategy to achieve passage of KORUS FTA with key Members of the US Congress and the Executive Branch.
3. **INDEPENDENT CONTRACTOR.** Both parties agree that in the performance of the services outlined herein, FIB shall act as an independent contractor to Korea. As an independent contractor, FIB shall not have any authority to bind or commit the country of Korea to any right, power or authority to create any obligation, express or implied, or make any representation on behalf of Korea except as it may be expressly authorized from time to time by Korea. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency or employee/employer relationship between the parties for any purpose.

4. TERM. This Agreement will be in force from August 23, 2010 to December 31, 2010. However, either party may terminate with written notice of the other party, at which time all obligations under this agreement shall cease. For any month during which the contract is terminated the monthly fee shall be pro-rated to cover the number of days from the first of the month through the final date of termination.

Upon termination of this Agreement for any reason, FIB will, at the request of Korea, provide without cost to Korea, copies of all work product and files developed or acquired by FIB under this Agreement and all materials provided to FIB by Korea in connection with this Agreement. Korea will make a final payment to FIB for any outstanding invoices and expenses upon the termination of the Agreement.

The terms and provisions of this agreement will remain in full force and effect beyond Korea, unless either party provides notification of its intent to discontinue or modify this agreement. Any modification will require mutual agreement of the parties. All other provisions of this agreement shall remain in full force and effect. All fees and expenses after Korea shall be agreed to by the parties in an addendum or under a separate agreement.

5. FEES AND EXPENSES. In return for the performance of the professional services outlined herein, Korea agrees to compensate FIB \$200,000.00 US dollars; \$50,000 per month according to the following schedule:

- a. August 23 – September 22, 2010 \$50,000.00
- b. September 23 – October 22, 2010 \$50,000.00
- c. October 23 – November 22, 2010 \$50,000.00
- d. November 23 – December 31, 2010 \$50,000.00

6. FIB will invoice Korea at the beginning of each month for the current month's work. The monthly fee is inclusive of related incidental expenses (i.e., fax, copying, mailing, telephone, taxi and transportation, etc.). Travel expenses incurred at FIB own initiative will be paid for by FIB.
- a. Korea will be responsible for payment to FIB. If Korea is delinquent in payment, FIB reserves the right to immediately suspend services herein outlined until payment is received. If fees remain unpaid within forty-five days from the date of the invoice, FIB will bill Korea for interest at the rate of 1% per thirty days for the entire unpaid amount. Additionally, Korea will be obliged to pay all attorney's fees and costs of collection activities as necessary.
 - b. Any payments made on past due statements will be applied first to the oldest outstanding statements.

6. NOTICE. All notices provided for herein shall be sent by certified mail postage prepaid, and addressed as follows:

To Fierce, Isakowitz & Blalock:

FIB
ATTN: Mark Isakowitz
1155 F Street, NW Suite 950
Washington, DC 20004

To the Embassy of Korea:

Ambassador Han Duk-soo
2450 Massachusetts Avenue, NW
Washington, DC 20008

7. RECORDS. FIB shall maintain records relating to its performance under this Agreement and to expenses incurred in connection therewith and shall provide Korea access to such records promptly upon request during normal business hours.

8. COVENANTS.

FIB covenants to Korea as follows:

- a. in performing the Services hereunder, FIB will comply at all times with all federal and state laws and regulations applicable to performing the Services hereunder; and
- b. in performing the Services hereunder, FIB and its employees and agents will comply with all applicable policies and procedures and shall at all times perform such Services in a manner consistent with the ethical and professional guidelines applicable to Korea and
- c. in performing the Services hereunder, FIB is obliged to maintain the confidentiality and shall not disseminate information relating to this engagement to any third parties without the prior approval of Korea.

Korea covenants to FIB as follows:

- a. Korea will make a good faith effort to cooperate with FIB's suggestions and recommendations so as to permit FIB to satisfy its obligations under this Agreement.
- b. Korea has the power and authority to enter into this Agreement.

9. OWNERSHIP. All materials prepared by FIB exclusively for Korea pursuant to

this Agreement shall be owned exclusively by Korea and shall be deemed works made for hire. In the event any such materials may not, by operation of law, be works made for hire, FIB hereby assigns to Korea all rights in such materials and copyrights therein. FIB will acquire from its employees and agents who may be engaged in the performance of the Services under this Agreement all such rights as may be necessary so that Korea will receive the rights hereby agreed to be conveyed and vested in it, free of any claims of such employees and agents. FIB shall execute such documents, and provide such assistance as Korea may reasonably request to give full effect to the provisions of this Section 9, at FIB's expense.

10. ASSIGNMENT. This Agreement may not be assigned by either party nor may FIB's obligations hereunder be subcontracted, except upon express prior consent in writing by Korea.
11. SEVERABILITY. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not effect the other terms or provisions hereof or the whole of the Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations to the fullest permissible extent the intent and agreements of the parties herein set forth.
12. GOVERNING LAW. This Agreement shall be governed by the laws of the District of Columbia, both as to interpretation and performance.
13. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
14. ATTORNEY FEES. If either party breaches this Agreement, the prevailing party shall be entitled to recover costs, including attorney's fees, from the nonprevailing party.

This constitutes the entire Agreement between both parties and both parties acknowledge there are no other agreements in existence either expressed or implied.

By Kirsten Chadwick Jong-hyun Choi
Kirsten A. Chadwick Name: Jong-hyun CHOI
Partner Title: Minister
Fierce, Isakowitz & Blalock Embassy of Korea

Date: August 23, 2010

Date: August 23, 2010