

**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.** 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 .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  The Fratelli Group	2. Registration No.  5867
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3. Name of Foreign Principal  Government of the Republic of Korea
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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.  
  
The Fratelli Group will provide professional public relations and consulting services to the Government of the Republic of Korea. These services include conducting outreach and/or preparing communications with the media and representatives of the U.S. Government and U.S. Congress on a targeted and as-needed basis. The services will also include meetings with the foreign principal and its consultants from time to time.

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

The Fratelli Group will engage in the following public relations activities on behalf of the Government of the Republic of Korea:

- Consulting and development of communications strategies and plans;
- Message and materials development;
- Management of media relations;
- Coordinating of outreach to Korean-American community;
- Coordinating op-ed and editorial outreach;
- Event management;
- Website management; and
- Ad development.

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.

The registrant's activities on behalf of the foreign principal will focus on media relations on issues relevant to the Republic of Korea. These activities may include communications with representatives of various media and/or the U.S. Government on behalf of the Government of the Republic of Korea relating to legislation and congressional actions, and actions by the Executive Branch and U.S. Government agencies that may affect or relate to the interests of the foreign principal and/or the bilateral U.S.-Republic of Korea/Republic of Korea-U.S. relationship.

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Date of Exhibit B	Name and Title	Signature
1/14/2011	Francis O'Brien, Principal	Francis O'Brien

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.



THE FRATELLI GROUP

## AGREEMENT FOR COMMUNICATIONS SERVICES

The following terms outline an agreement between The Fratelli Group ("Fratelli") and the Embassy of the Republic of Korea ("Embassy").

1. Fratelli agrees to provide the following professional public relations and consulting services to the Embassy.
  - Consulting and development of communications strategy and plan including specific communications strategies for key Members of Congress, and grassroots outreach outside Washington, D.C.
  - Message and materials development including congressional districts/state-by-state economic and trade materials, press/lobby kits, a series of weekly HTML e-mails on Korea's economy to be disseminated to media and Members of Congress and Congressional staff.
  - Management of media relations including press roundtable
  - Coordinating op-ed and editorial outreach
  - Event management
  - Web content management and social media
  - Ad development
2. Fratelli will work with the Embassy to maintain and update the [www.koreauspartnership.org](http://www.koreauspartnership.org) Web site. The Embassy will retain ownership of the Web site and all original content during the effective period and after the termination of this Agreement. The Embassy controls the operation of the Website.
3. Fratelli will provide a monthly report of all activities performed on behalf of the Embassy.
4. The Embassy agrees to compensate Fratelli at a monthly retainer rate of \$25,000 for all professional services, billed in advance on a monthly basis.
5. The Embassy will reimburse Fratelli Group for reasonable expenses, such as local transportation, copying and other expenses incurred in support of the services outlined in this Agreement. Fratelli will seek a written consent from the Embassy in advance if such expenses are expected.
6. This agreement is effective for the period beginning January 1, 2011 through December 31, 2011.
7. The agreement may be terminated either by Fratelli or the Embassy by written notice, subject to payment by the Embassy of compensation owed as of the termination date or in

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case the Embassy paid Fratelli in advance, return of a pro-rata share of the compensation before the date of termination.

8. Fratelli represents that there is no conflict of interest between its performance under this agreement and its engagement as an independent contractor by others. Fratelli shall notify immediately the Embassy if a conflict of interest arises affecting Fratelli's ability to provide its public relations and consulting services to the Embassy.
9. Fratelli agrees to adhere to all U.S. rules and regulations in compliance with the Foreign Agents Registration Act (FARA).
10. Fratelli shall keep in confidence and trust all private information, with the exception of any required disclosures consistent with its FARA obligations. Fratelli may not use or disclose any private information or anything relating to it without the Embassy's prior written consent. For the purpose of this Agreement, "private information" means information that the Embassy doesn't intend to make public including but not limited to this Agreement, trade secrets, method of operation, strategies, forecasts and other confidential information of the Embassy or its employees.

Please signify your acceptance of this agreement by signing both copies and returning one to us.

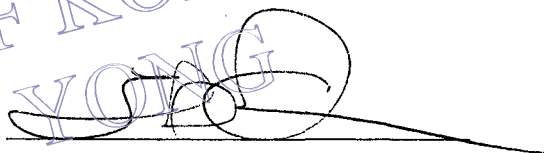
Agreed:

Agreed:

  
Francis O'Brien  
For The Fratelli Group

Date: January 1, 2011

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For the Embassy of the Republic of Korea

Date: 1/7/11

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