U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Pursant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0003

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

Patton Boggs, LLP
2550 M Street NW
Washington, DC 20037

2. Registration No.

2165

3. Name of foreign principal

Hong Kong Trade Development Council

4. Principal address of foreign principal

36-39, Office Tower
Convention Plaza
1 Harbour Road, Hong Kong

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:

☐ Partnership ☐ Committee

☐ Corporation ☐ Voluntary group

☐ Association ☐ Other *(specify)* _____

☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant. Hong Kong Economic and Trade Office

b) Name and title of official with whom registrant deals. Edward Yau, Director General

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

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
8/10/01	Managing Partner	

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an amended

OMB No. 1105-0007

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	2. Registration No.
Patton Boggs, LLP 2550 M Street N.W. Washington, DC 20037	2165

3. Name of Foreign Principal

Hong Kong Trade Development Council

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 is retained to assist the foreign principal in its relationship with the US Executive Branch and the US Congress.

Formerly OBD-65

FORM CRM-155
SEP. 1996

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

Registrant will provide consultancy services on a non exclusive basis in the government relations area to protect, promote, assist and develop Hong Kong's economic and trade interests in the United States, and seek to prevent or minimize any negative impact that action taken by the US may have on the economic well being of Hong Kong.

9. Will the activities on behalf of he 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.

Some of Registrant's activities may include legal public policy counseling as well as interaction with officials from the US Executive Branch, US Congress and certain multilateral organizations.

Date of Exhibit B	Name and Title	Signature
8/10/01	**Managing 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.

The Hong Kong Trade Development Council

and

Patton Boggs, LLP

Consultancy Agreement

CONSULTANCY AGREEMENT

This Agreement is made on the 25 of June 2001 between Patton Boggs, LLP, a firm having its registered office situated at 2550 M Street, NW, Washington DC 20037-1350 (hereinafter referred to as the "Consultant") and the Hong Kong Trade Development Council of 36-39/F, Office Tower, Convention Plaza, 1 Harbour Road, Hong Kong (hereinafter referred to as the "TDC") with respect to the performance of consultancy services on a non exclusive basis in the government relations area to protect, promote, assist and develop Hong Kong's economic and trade interests in the United States, and seek to prevent or minimize any negative impact that action taken by the US including action against Hong Kong's major trading partners may have on the economic well being of Hong Kong. It is hereby agreed as follows :

1. This Agreement shall commence on the 3rd of August 2001 and shall continue thereafter until the 31st of March 2002, unless terminated in accordance with paragraph 9 below. Furthermore, in the event of Mr. C. Donald Johnson ceasing to be actively associated with the Consultant and/or being unable personally to handle the issues contemplated under this Agreement, the Consultant shall immediately inform the TDC and this Agreement will be reviewed and may be terminated immediately by the TDC at its sole discretion.

2. During the currency of this Agreement, the Consultant agrees to :

   (a) provide full consultancy services (congressional and government relations) to the TDC in relation to the Congress of the United States (Legislative Branch) and the agencies of the Government of the United States (Executive Branch) including the White House with regard to trade issues and other possible actions affecting the trade interests of Hong Kong; and

   (b) research and monitor legislative and administrative activities to determine the potential for positive initiatives as well as threats to the trade interests of the TDC and Hong Kong. The Consultant will develop, in conjunction with the TDC, strategic plans to pursue those trade interests.

3. The Consultant also agrees but not limited to provide advice, support and assistance in :

(a) identifying key lobbying targets in the US Congress and Administration who may have a bearing on legislation or policies affecting the trade interests of Hong Kong, e.g. US/Mainland of China trade relations including NTR status renewal; US implementation of the World Trade Organisation Agreements; trade legislation including fast track authority, textiles bill and 301 statutes; NAFTA; FTAA; APEC; anti-dumping legislation and actions, environmental protection, labour rights, investment and competition policy issues;

(b) establishing access and contacts, and maintaining close working relations with key members of the Congress, US Administration, and other quasi-government and non-government organisations;

(c) developing a programme to convey to all levels of contacts concerning Hong Kong's free trade stance and its open market;

(d) analyzing the trade and political scenes of the constituencies of targeted Congressmen who are influential on textiles and to spread the message of Hong Kong industry as a potential business ally than a threat;

(e) gathering information which may affect the trade interests of Hong Kong; and

(f) arranging for delegations from Hong Kong and Hong Kong officials based in the US to meet targeted politicians, members of the US Administration, and other organisations.

4. It is agreed, with respect to the services rendered by the Consultant pursuant to paragraph 3 above, that the Consultant will perform such services as an independent contractor to, and not as agent or employee of, the TDC. The Consultant shall not assign or otherwise dispose of any interest, right, benefit or obligation under this Agreement. The Consultant warrants that the consultancy services will be performed and completed in a professional manner and that the consulting team shall be as approved by TDC and that the consulting team shall use all proper and professional skill, care and diligence in the performance of the consultancy services and the discharge of all duties and obligations under this Agreement.

5. During the currency of this Agreement the Consultant will not, without prior written consent of the TDC, accept any engagement or otherwise render any services to other individuals, firms, corporations or entities in connection with any public affairs or legislative matter or activities that involve interests or positions in conflict with those of the TDC and Hong Kong of which the Consultant is or ought reasonably to be aware. In cases where the conflict or potential conflict is in doubt, the Consultant will accordingly first seek the TDC's views as to the applicability of this paragraph 5. For its part, the TDC agrees that it will not require the Consultant to decline an engagement unless it is satisfied that any such engagement could have an adverse impact on the effectiveness of the Consultant's services herein.

6. The Consultant shall not without the prior written approval of the TDC at any time either during the course of this Agreement or thereafter divulge to any third person information specified confidential in connection with the consultancy services or otherwise relating to or concerning the TDC. The Consultant shall use its best endeavours to ensure that all members of its staff comply with the requirements of this provision. This obligation shall not apply to information i) previously known to the Consultant as evidenced by its records; ii) subsequently otherwise acquired by the Consultant from a third party having an independent right to disclose the information; iii) which is now or later becomes publicly known through no fault of the Consultant.

7. In consideration of the performance of the consultancy services and undertakings of the Consultant herein during the currency of this Agreement, the TDC will pay the Consultant a sum of US$133,336

as consultancy fee. The payment shall be paid in eight (8) instalments of US$16,667 each upon satisfactory performance of the consultancy services. The payment will be effected in arrears on the last day of the month. If this Agreement is terminated at any time before the 31st of March 2002, the fees shall be prorated to cover the period prior to termination. All ordinary, incidental expenses are covered by this sum. However, the sum does not include expenses for foreign travel or other extraordinary expenses for which the Consultant should obtain TDC's prior written consent before incurring, failing which no reimbursement will be made. The consultant shall submit copies of the relevant invoices and receipts when claiming such expenses.

8. (a) The Consultant shall not infringe the copyright or other intellectual property of any publications matters or things in the course of the performance of the consultancy services and shall in any event indemnify and keep the TDC fully and effectively indemnified against all actions, claims, damages and costs which may be sustained by TDC resulting from any such infringement.

(b) The ownership, copyright and all other intellectual property in all reports, documents, matters, particulars or things prepared by the Consultant or received by the Consultant from TDC or its representatives in the course of the consultancy services shall be vested in and belong to TDC and the Consultant shall not use any such reports, documents, matters, particulars or things or disclose the contents thereof to any person other than a person employed by the Consultant in carrying out this Agreement in any manner outside the course of the consultancy services, without the prior written approval of TDC.

9. (a) Either party may terminate this Agreement by written notice to the other party hereto, not less than thirty (30) days prior to the date upon which such termination becomes effective. Breach of any conditions contained in this Agreement by either party shall entitle the other party to terminate this Agreement forthwith.

(b) The TDC will be entitled to terminate this Agreement forthwith if the Consultant shall go into liquidation or if a

receiver has been appointed over any of its assets or if the Consultant enters into a chapter 11 bankruptcy situation. For the avoidance of doubt, the Consultant shall refund to the TDC any amounts paid in respect of consultancy services which have not been performed at the date of termination.

10. (a) If any dispute or difference shall arise between the parties hereto touching any matter or thing connected with this Agreement the same shall be referred, following written notice of the existence of the dispute or difference given by one party to the other, to a mutually agreed single arbitrator, sitting in Hong Kong, who shall arbitrate the dispute or differences in accordance with the provisions of the Arbitration Ordinance of Hong Kong or any statutory modification or re-enactment thereof for the time being in force.

(b) The award of the arbitrator shall be final and binding on both parties.

11. This Agreement shall be subject to and construed in accordance with the laws of the Hong Kong Special Administrative Region.

Signed for and on behalf of
Patton Boggs, LLP

By _____

In the presence of :

Witness : Signature _____

Name M. Sherell Barbour

Address 11502 Keystone Avenue, Clinton, MD 20735

Occupation Legal Secretary

Signed for and on behalf of
the Hong Kong Trade Development
Council

By _____
Robin Chiu
Director, Americas

In the presence of :

Witness : Signature _____

Name MICHELE D'ERMO

Address 219 E. 46 St., NYC 10017

Occupation Exec. Secy