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OMB NO. 1124-0004; Expires February 28, 2014

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	2. Registration No.
Thomas Capitol Partners, Inc.	5982

3. Name of Foreign Principal

Korea International Trade Association

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.

The registrant will devote such time as necessary to organize and participate in meetings, telephone calls, letter writing, e-mail and other communications to present the foreign principal's interests to federal officials in the executive and legislative branches.

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

Registrant will prepare and distribute briefing papers and position statements regarding relevant economic, trade and investment issues before federal executive and legislative officials. Registrant will communicate these positions via meetings, letters, e-mail, telephone, and other media as appropriate.

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.

Registrant will communicate with federal executive and legislative officials regarding policies and legislation which may affect the interests of Korean businesses. The specific issues, interests, and policies to be addressed will be determined by foreign principal.

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
May 23, 2011	Thomas S. Kim, President	/s/ Thomas Sung-Hoon Kim 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.

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THOMAS CAPITOL PARTNERS, INC.
INTERNATIONAL GOVERNMENT RELATIONS

1275 K STREET, NW SUITE 725 WASHINGTON, DC 20005
TEL: (202) 772-3315 FAX: (202) 478-5225 WWW.THOMASCAPITOL.COM

January 1, 2011

KOREA INTERNATIONAL TRADE ASSOCIATION
Attn: Mr. Kwang Hyun Sung, Director International Cooperation Division
World Trade Center Building
159-1 Samsung-dong
Kangnam-gu, Seoul 135-729
REPUBLIC OF KOREA

Re: 2011 General Representation Services Agreement
Our File No.: 110101-KOR002

This Agreement will serve to confirm representation and consulting services to be provided by **Thomas Capitol Partners, Inc. ("TCP")**, located at 1275 K Street, NW, Suite 725, Washington, DC 20005, to the Korea International Trade Association ("KITA"), with offices located at 1660 L Street, NW, Suite 401, Washington, DC 20036.

(1.) Scope of Work: Pursuant to our discussions, TCP will be engaged to develop and implement a General Representation Services ("GRS") program to assist KITA in achieving its public diplomacy goals in Washington, with focus on public relations, strategic consulting and political, economic and trade advisory.

Given our firm's longstanding friendship with KITA, we are acutely aware of KITA's business mission as well as its efforts to vigorously promote the diverse interests of its membership base. With this in mind, TCP will provide to KITA, specific issue consultation and advisory services with the aim of continuing to elevate and broaden KITA's perception and reach in Washington.

TCP is a firm that has a deep commitment and abiding friendship towards the Republic of Korea and KITA, with a unique perspective of understanding the complexities that govern the U.S.-Korea alliance partnership. We believe that our combination of skills and capabilities aligned with a personal "passion" for the issues will ensure KITA that TCP effectively implements a program to foster greater awareness and support for the issues of primary concern to its membership base. We will seek to achieve this through strategic communication, public relations and policy education.

In our discussions, as KITA has identified the consulting services which it wants TCP to provide under the form of advice, counsel, strategic consulting, media development and public relations advocacy, TCP will itself register under the terms of the Foreign Agents Registration Act of 1937 (FARA), as amended, in order to fully comply with United States law. Furthermore, this Agreement shall be in full compliance with the Foreign Corrupt Practices Act and all other U.S. legal requirements.

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(2.) The TCP Team: The full resources of TCP will be made available to KITA throughout the duration of this Agreement. Thomas S. Kim (Founder and President) will personally lead, oversee and manage the TCP team's GRS program implementation with assistance from TCP professionals and/or other consultants or experts on an as-needed basis.

(3.) Fee & Expenses: With the abovementioned aim, TCP will receive a retainer fee of US$10,000 per month for a period of one (1) year for the performance of the described GRS services. The period will commence on January 1, 2011 and end on December 31, 2011. Quarterly payments in the amount of US$30,000 will be made to TCP and due on the first day of the first month preceding each three-month (quarterly) period.

Wire transfer instructions will be provided in a separate document if necessary. In addition, KITA shall reimburse TCP for certain extraordinary costs and expenses, including, printing, travel, lodging, special projects and out-of-pocket expenses undertaken by TCP for KITA, provided that prior approval for such expenses shall have been confirmed by KITA in writing. TCP promises to provide the services described in the preceding paragraphs of this agreement, under the management of Thomas S. Kim, assisted by TCP professionals.

(4.) Confidentiality & Termination: TCP fully recognizes that the subject matter regarding the scope of services requires the highest degree of confidentiality. TCP acknowledges its responsibility, both during and after the term of this Agreement, to use all reasonable and legally permissible efforts to preserve the proprietary or confidential information developed by TCP on behalf of KITA or disclosed by KITA to TCP.

Either party may terminate this Agreement upon thirty (30) days prior written notice for any reason. If this Agreement is terminated by either party, TCP will refund to KITA, the pro-rata share of any advanced quarterly payment of its retainer.

IN WITNESS WHEREOF, the authorized representatives of the parties have signed and executed this Agreement on the date and year first above written.

AGREED TO AND ACCEPTED:

KOREA INTERNATIONAL TRADE ASSOCIATION

By: Mr. Hakhee Jo
Title: President of KITA Washington
Date: January 1, 2011

THOMAS CAPITOL PARTNERS, INC.

By: Mr. Thomas S. Kim
Title: President
Date: January 1, 2011

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