U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Under 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, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney Genreral transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 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
Black, Kelly, Scruggs & Healey
1801 K Street, NW, Suite 901-L
Washington, DC 20006

2. Registration No.
3600

3. Name of foreign principal
Comision Ejecutiva Hidroelectrica del Rio Lempa CEL

4. Principal address of foreign principal
El Salvador

5. Indicate whether your foreign principal is one of the following type:

☒ 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 his nationality _____

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

a) Branch or agency represented by the registrant. Comision Ejecutiva Hidroelectrica del Rio Lempa CEL

b) Name and title of official with whom registrant deals.
Ing. Guillermo Sol Bang, Chairman

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

a) Principal address N/A

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,

a) State the nature of the business or activity of this foreign principal N/A

b) Is this foreign principal

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 whole 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 may 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
3/19/98	John F. Scruggs, COO	

*U.S. Government Printing Office: 1993 — 342-487/72127

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0007
Approval Expires Nov. 30, 1993

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. This form shall be filed in triplicate 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, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney Genreral transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Black, Kelly, Scruggs & Healey	Comision Ejecutiva Hidroelectrica del Rio Lempa CEL

Check Appropriate Boxes:

1. [X] The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.

2. [ ] There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

3. [ ] 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 the expenses, if any, to be received.

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4. Describe fully the nature and method of performance of the above indicated agreement or understanding.
Registrant will provide counsel, advice and assistance to the foreign principal to gain recognition for Comision Ejecutiva Hidroelectrica del Rio Lempa CEL's privatization efforts.

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

1. Prepare position papers and speeches to illustrate CEL's long range goals;
2. Strategic counsel in developing communications initiative for external audiences;
3. Working with key trade press in Washington, DC and New York to build confidence in the overall privatization effort and highlight CEL's successful auction;
4. Develop a media plan for CEL that will help position them as a leader in employee relations;
5. Create an ongoing internal communications program (i.e. newsletters) to illustrate CEL's concerns for its most important partners, their 2,000 employees;
6. Position Client as a leader in the energy distribution business and develop articles on profiles in the trade press for both domestically and in the international arena;
7. Prepare a website for CEL that will serve as an information resource.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?[1]

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.

See relevant information provided in answer to question #5.

Date of Exhibit B	Name and Title	Signature
3/19/98	John F. Scruggs, COO	

[1]Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other 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.

U.S. GPO: 1992-312-332/81638

Burson-Marsteller

230 Park Avenue South
New York, NY 10003.1566
212.614.4000
www.bm.com

February 11, 1998

Ing. Guillermo Sol Bang
Chairman
Comision Ejecutiva Hidroelectrica
del Rio Lempa CEL
El Salvador

Dear Ing. Sol:

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This letter constitutes the agreement between Comision Ejecutiva Hidroelectrica del Rio Lempa ("CEL"), and Burson-Marsteller ("B-M"), a division of Young & Rubicam LP, regarding services provided to Client by B-M.

1. ***SERVICES***

   a. Professional Services. B-M will provide the professional services specified in Attachment A attached hereto, and incorporated herein by reference.

   b. Additional Services. In addition to the professional services specified in Attachment A, B-M may provide additional services for projects and products as requested by Client. Before additional services are undertaken, Client and B-M will agree in a writing signed by authorized representatives of both parties, upon the scope of services and budget for all such additional services. Such signed writing will become an addendum to this Agreement and shall be fully incorporated into this Agreement as if it were attached hereto.

2. ***COMPENSATION***

   Client agrees to pay B-M for all costs incurred by B-M in providing services requested by Client, as set forth in this section and according to the billing procedures in Section 3.

   a. Monthly Billing Cycle. B-M will base its invoices on a monthly billing cycle.

   b. Time Charges. Services rendered by B-M employees for Client will be billed on a monthly fee basis.

c. Out-Of-Pocket Expenses. Client will reimburse B-M without markup for out-of-pocket expenses, including travel-related expenses and the entertainment of editorial and other parties whom Client has requested B-M to entertain.

If B-M uses services of an outside supplier in providing production-related services to Client, Client will pay B-M the cost of such services plus a 17.65 percent markup. Production-related services are items such as mechanical and art costs for printing, including typography and comprehensive layouts, and audio visual production costs, including talent, props, scenery, sound and lighting, rights, license fees and producers' fees.

These expenses will be paid to B-M previous approval of Client.

3. ***BILLING PROCEDURES***

a. Payment of Monthly Time Fee. In accordance with Attachment A, for the first thirty (30) days of the term of this Agreement, Client agrees to pay B-M an initial payment of US$25,000. immediately with a second payment of US$25,000. on or before March 10, 1998. Thereafter, on or about the beginning of each month, B-M will send Client an invoice for the monthly time fee of US$25,000.

It is clearly understood and agreed that B-M shall not be obligated to commence and/or continue providing services nor shall it be in any way be responsible for any delays or cancellations due to Client's failure to meet all payments obligations as outlined herein.

b. Payment of Expenses. On or about the end of each month B-M will send Client an invoice for all expenses incurred by B-M in providing services requested by Client during the previous month.

c. Payment Due Date. Client will pay B-M the amount of each invoice on or before the due date specified on each invoice, unless advance payments to third parties are required. In the case of advance payments to third parties, Client will pay B-M immediately upon presentation to Client of any third party invoice. All fees and expenses shall be billed and payable in US Dollars. Client shall be solely responsible for any and all taxes associated with such payments.

d. Wire Transfers. All payments due hereunder shall be remitted via wire transfer to the following account: Bank of New York, 530 Fifth Avenue, New York, NY 10017 -- USA -- ABA Routing No. 021-000-018 -- Account No. 890-0229-594

e. Late Charges. If Client fails to make any payment due under this Agreement within thirty (30) days after it is due, B-M reserves the right to charge, in addition to the amount due, interest thereon at the prime rate of interest charged by The Chase Manhattan Bank, N.A. as of the due date of such payment.

4. ***OWNERSHIP OF MATERIALS***

All slogans and publicity materials submitted to Client by B-M while this Agreement is in effect are as between B-M and Client, the Client's property exclusively (subject to certain third party limited rights, such as licenses), provided that the Client pays for the materials and, before this Agreement is terminated, the Client either uses the materials at least once or indicates in writing to B-M its intention to use them. Otherwise, these materials are as between B-M and Client, B-M's property exclusively.

5. ***INDEMNIFICATION***

a. Client's Responsibility. Client is responsible for the accuracy, completeness and propriety of information that it provides to B-M concerning Client's products, services, organization and industry. Client is responsible for reviewing all publicity or other materials prepared by B-M under this Agreement to confirm that all representations, direct or implied, are supportable by objective data then possessed by Client, and to confirm the accuracy and legality of the descriptions and depictions of the products and services of Client and its competitors.

Client will indemnify and hold B-M harmless from and against all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees, that B-M may incur or be liable for arising out of or in connection with any of the following:

- any publicity or other materials prepared or placed by B-M for Client, or other service performed by B-M for Client;
- any alleged or actual defects in Client's products or services (including, without limitation, any claim for bodily injury or death); or
- allegations that Client's activities violate or infringe upon the copyright, trademark, patent or other rights of any third party, or that Client's activities induce, promote or encourage the violation of or infringement upon the rights of any third party.

Client's obligations under this Section 5 include payment for all time charges and expenses (including reasonable attorney's fees) incurred by B-M in connection with any subpoena, discovery demand or other directive having the force of law or governmental inquiry the response to which Client does not object, served

upon B-M or any of its affiliates that relate to Client, its business or its industry that arises out of any litigation, proceedings or investigations involving Client.

The terms and conditions of this section shall survive the termination of this Agreement.

b. B-M's Responsibilities. It will be the responsibility of B-M to make certain that the necessary contracts or releases have been obtained with or from those whose name and likenesses, testimonials, scripts, musical compositions, or similar materials or rights are used in the materials prepared under this Agreement, and B-M agrees to indemnify the Client against any liabilities and expense the Client may incur as a result of B-M's failure to obtain the above-mentioned contracts or releases. It is expressly understood that the foregoing indemnification by B-M shall not apply in situations where the Client directly arranges or signs such contracts or release or agreements with third parties nor shall it apply where the claim arises from matters as to which B-M has advised Client of the risks involved and Client has agreed to accept those risks in which cases Client shall indemnify B-M.

c. Use of Information By Third Parties. B-M has no control over information once it has been issued to the media or another third party. B-M cannot assure the use of any material by any medium - print or electronic, nor the accuracy of what any third party publishes.

6. ***CONFIDENTIALITY***

B-M, on behalf of itself and its employees, hereby covenants and agrees that it:

a. shall exercise reasonable care and caution to keep confidential any and all proprietary information concerning Client's business and operation which becomes known to B-M by reason of the performance of its services on Client's behalf, and which information is clearly marked "confidential" or specifically identified in writing as confidential. Proprietary information includes, but is not limited to, corporate plans and strategies, new product samples, specifications, formulations, and pricing information;

b. shall not disclose any marked or identified information to any person outside of the employ of B-M, unless to do so is required in connection with the performance of its services, and in such event B-M hereby agrees to advise said third parties of the confidential nature of said material; and

c. shall return to Client all such information then in its possession at the termination of B-M's services, except that B-M shall be entitled to keep evidence of its work product.

It is further agreed that none of the above shall apply to the following:

i. information that is in the public domain at the time of disclosure to B-M or that enters the public domain through no fault of B-M, or its employees;

ii. information that is in the possession of B-M or its employees at the time of disclosure to B-M;

iii. information that B-M, or its employees, receive from a third party under no obligation of confidentiality to Client; and

iv. information required to be released by B-M in compliance with any court order or other directive having the force of law.

7. ***OTHER RULES GOVERNING THIS AGREEMENT***

a. Duration. This Agreement begins as of February 12, 1998 and continues until terminated by either Client or B-M. To terminate, written notice must be given at least sixty (60) days prior to the effective date of termination. Client will pay for all charges incurred under this Agreement up to the effective date of termination. On that date, B-M will give or otherwise transfer to Client all property in B-M's possession that belongs to Client, as provided by Section 4, and all contracts for materials and services entered into by B-M for Client.

b. Agent/Client Relationship. In purchasing materials or services on Client's behalf, B-M acts as Client's agent, and may state this relationship in contracts and orders.

c. Jurisdiction. This Agreement is governed by the laws of the State of New York and will be construed accordingly. The parties hereto submit to any state or federal court in New York as the exclusive jurisdiction for any actions arising hereunder or as a result of any relationship among the parties.

d. Headings. Headings in this Agreement are for reference only. In case of a conflict between a heading and the content of a section, the content controls the meaning.

e. Entire Agreement. This letter constitutes the entire agreement with respect to the matters it contains. It can be modified or amended only by a written document, which is enforceable only if signed by the party against whom enforcement is sought.

B-M and Client indicate their acceptance of this Agreement by having their respective duly authorized representatives sign in the spaces provided below.

Sincerely yours,

BURSON-MARSTELLER

By: Linda A. Hersh Date: 2/11/98
Linda A. Hersh
Senior Vice President
Director, Contract Administration

AGREED:

COMISION EJECUTIVA HIDROELECTRICA DEL RIO LEMPA CEL

By: Date: 2/17/98
GUILLERMO A. SOL
Title: PRESIDENT

Attachment A

The team of Burson-Marsteller's Media Relations Practice in New York City and Public Affairs Practice in Washington D.C. would provide support to CEL. The goal of our effort would be to gain recognition for CEL's privatization efforts. This support would include:

- Prepare position papers and speeches to illustrate CEL's long range goals;
- Strategic counsel in developing communications initiative for external audiences;
- Working with key trade press in Washington D.C. and New York to build confidence in the overall privatization effort and highlight CEL's successful auction;
- Develop a media plan for CEL that will help position them as a leader in employee relations; and
- Create an ongoing internal communications program (i.e. newsletters) to illustrate CEL's concerns for its most important partners, their 2,000 employees
- Position Client as a leader in the energy distribution business and develop articles on profiles in the trade press for both domestically and in the international arena.
- Prepare a website (homepage) for CEL that will serve as an information resource.

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This program will initially call for Burson-Marsteller to prepare a media plan along with our government affairs colleagues that will highlight CEL's emergence as a privately-held company.

We expect to have three professionals departing New York Thursday morning for El Salvador to begin work.

As part of the ratification of this agreement, we would like you to sign the attached contract and wire transfer the full amount of the retainer fee (US$25,000) prior to our departure.

Budget:

We expect the first 30 days of this assignment to exceed the initial retainer amount and will bill any excess work separately. A monthly retainer of $25,000 will be due the first of each month thereafter. Special projects and OOPs will be billed separately, as will the website development project.