

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 The Jefferson Group, Inc. 1341 G Street, N.W. Suite 1100 Washington, D.C. 20005	2. Registration No. 4139
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3. Name of foreign principal Armando Calderon-Sol ARENA Party	4. Principal address of foreign principal Torre Roble, Octaro Piso Boulevard de los Heroes San Salvador, El Salvador
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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
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (specify) \_\_\_\_\_
- Individual—State his nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.

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

- a) Principal address Torre Roble, Octaro Piso  
Boulevard de los Heroes, San Slavador, El Salvador
- b) Name and title of official with whom the registrant deals.  
Carlos Mejia Alteres
- 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

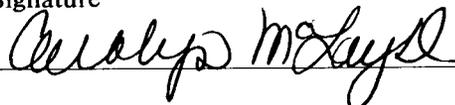
b) Is this foreign principal

- 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.)

Armando Calderon-Sol is the official candidate of the Arena Party in El Salvador. The trip to Washington, D.C. is financed by political contributions.

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
11-15-93	CAROLYN McLAUGHLIN C.A.O	

**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 General 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
The Jefferson Group, Inc.	Armando Calderon-Sol

Check Appropriate Boxes:

- 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.
- 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.
- 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.

This document is to be kept in the files of the registrant and should not be disseminated to the public or other agencies, departments and Congress.

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

The Jefferson Group, Inc. is to facilitate media interviews and informational briefings with elected and appointed U.S. officials.

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

Same as #4

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
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.

Description of activities: Media briefings and hill meetings with candidate

Policies influenced: U.S. policy toward El Salvador.

Means to be employed: Meetings and briefings.

Date of Exhibit B	Name and Title	Signature
11-15-73	CAROLYN McLAUGHLIN C. A. O.	Carolyn McLaughlin

<sup>1</sup>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.

*The Jefferson*  
G R O U P

### AGREEMENT

This compensation and billing procedures document is the Agreement between ARMANDO CALDERON SOL-ARENA and THE JEFFERSON GROUP, INC. (TJG), dated August 18, 1993.

- ① ARMANDO CALDERON SOL-ARENA will pay TJG a flat project retainer of \$10,000.00 for services to be rendered under this Agreement as outlined in the attached proposal. After completion of the project by TJG, ARMANDO CALDERON SOL-ARENA agrees to pay TJG a flat monthly retainer fee of \$3,000.00 for professional services to be rendered under this Agreement as outlined in the attached proposal.
- ②

ARMANDO CALDERON SOL-ARENA will reimburse TJG for all reasonable expenses made in the performance of its duties under this Agreement. Routine disbursements will be limited to travel, local messengers, in-house photocopying and ordinary communications (telephone, facsimile, telex, and postage). All disbursements for materials, services, and rights will be made by TJG as agent for ARMANDO CALDERON SOL-ARENA. Subject to obtaining prior approval of ARMANDO CALDERON SOL-ARENA, TJG may procure production for services and materials from outside vendors such as artwork, photography, printing, and the like, which are purchased on behalf of ARMANDO CALDERON SOL-ARENA and will be rebilled at cost plus fifteen percent (15%).

Invoices for the project retainer fee and out-of-pocket expenses incurred on behalf of ARMANDO CALDERON SOL-ARENA will be submitted monthly and shall be payable upon receipt by ARMANDO CALDERON SOL-ARENA. TJG will have the right to suspend all work on ARMANDO CALDERON SOL-ARENA's account in the event that any invoice remains outstanding for a period of more than thirty (30) days. TJG may charge a late fee of 1% on all fees not received within thirty (30) days of the due date. If disputes related to late fees and payment of invoices for representation during the term of the Agreement result in legal fees, ARMANDO CALDERON SOL-ARENA will pay legal fees incurred by TJG in the pursuit of the collection of retainer fees and penalties.

TJG will maintain accurate records of all staff time work and all out-of-pocket expenditures incurred on behalf of ARMANDO CALDERON SOL-ARENA and, during the term of this Agreement and for one year thereafter, ARMANDO CALDERON SOL-ARENA may examine such records upon reasonable notice and during normal business hours. It is understood that the foregoing does not include TJG salary data, overheads and other internal TJG costs or non-billable expenses.

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ARMANDO CALDERON SOL-ARENA agrees that during the term of this Agreement and for a period of one year after its termination, ARMANDO CALDERON SOL-ARENA will not solicit or hire any employee of TJG, either directly or indirectly.

TJG acknowledges its responsibility, both during and after the term of its Agreement, to use all reasonable efforts to preserve the confidentiality of any proprietary information or data developed by TJG on behalf of ARMANDO CALDERON SOL-ARENA or disclosed by ARMANDO CALDERON SOL-ARENA to TJG.

It is understood that TJG is not responsible for the acts of ARMANDO CALDERON SOL-ARENA or representations made by ARMANDO CALDERON SOL-ARENA upon which TJG acts in providing services under this Agreement.

This Agreement is effective immediately upon signing, as evidenced below and will extend through the completion of the project or November 18, 1993 as outlined in the attached proposal. Thereafter, the Agreement will continue on a flat monthly retainer fee basis from November 19, 1993 through May 31, 1994. An Agreement for continued representation beyond the aforementioned termination date will be renegotiated by TJG and ARMANDO CALDERON SOL-ARENA.

\$10k  
\$3k

This Agreement represents the entire Agreement of the parties and may be amended only by a writing signed by all parties. It shall be governed by and construed in accordance with the laws of the District of Columbia.

If you concur with the terms set forth above, please signify your acceptance by signing and returning to TJG this Agreement.

THE JEFFERSON GROUP, INC.:

By:

Robert E. Carlstrom, Jr.  
President

Date: August 18, 1993

ACCEPTED:

ARMANDO CALDERON SOL-ARENA:

By:

Name: Armando Calderon Sol  
Title: Presidente ARENA

Date: August 14, 1993



## AMENDMENT TO AGREEMENT

This amendment and the terms herein shall be considered an accompanying document to the original Agreement between ARMANDO CALDERON SOL-ARENA and THE JEFFERSON GROUP, INC. (TJG), dated August 18, 1993.

Upon successful completion of the Washington, D.C. visit, and payment by ARMANDO CALDERON SOL-ARENA to TJG of the flat project retainer fee of \$10,000.00 plus expenses, TJG will release ARMANDO CALDERON SOL-ARENA from the obligation to pay TJG a flat monthly retainer fee of \$3,000.00 plus expenses for professional services to be rendered by Roxana I. Chahin on behalf of ARMANDO CALDERON SOL-ARENA from November 19, 1993 through May 31, 1994.

Any formal client relationship between Roxana I. Chahin and ARMANDO CALDERON SOL-ARENA will be negotiated by them and will not include any representation or association by TJG.

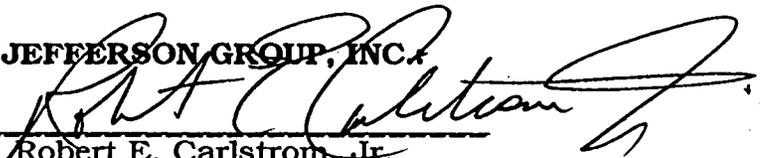
TJG will maintain accurate records of all staff time work and all out-of-pocket expenditures incurred on behalf of ARMANDO CALDERON SOL-ARENA and, between August 14, 1993 and November 18, 1993. ARMANDO CALDERON SOL-ARENA may examine such records upon reasonable notice and during normal business hours. It is understood that the foregoing does not include TJG salary data, overheads and other internal TJG costs or non-billable expenses.

The confidentiality and proprietary information gained during the term of the relationship up to the visit by Armando Calderon Sol, will be upheld by both parties. TJG will not be held responsible for any act or representations made by ARMANDO CALDERON SOL-ARENA.

This Amendment releases ARMANDO CALDERON SOL-ARENA from TJG's representation beyond November 18, 1993 and the Agreement to continue TJG on a monthly basis for a flat retainer fee. If you concur with the terms set forth above, please signify your acceptance by signing and returning to TJG this Agreement.

THE JEFFERSON GROUP, INC.

By:

  
Robert E. Carlstrom, Jr.  
Chairman & Chief Executive Officer

Date:

11-9-93

ACCEPTED:

ARMANDO CALDERON SOL-ARENA:

By:

Name:

Title:

Date: