

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, DC. 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.

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 FOLEY HOAG LLP 1875 K St. NW Sute 800 Washington, DC 20006	2. Registration No. 4776
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3. Name of foreign principal Corporation for the Promotion of Exports and Investments of Ecuador	4. Principal address of foreign principal Cdla. Kennedy Norte, Avda. Francisco de Orellana y Miguel H. Alcivar, Edificio Centro Empresarial Las Cámaras, Torre de Oficinas, 2do piso, Guayaquil - Ecuador
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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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input checked="" type="checkbox"/> Association	<input type="checkbox"/> Other (specify): _____

Individual-State nationality \_\_\_\_\_

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REGISTRATION UNIT

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.

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

Promote exports and investments for Ecuador.

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

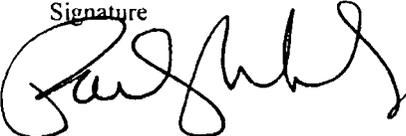
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes  No

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

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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.

Organization is owned or controlled by Ecuadorian private companies.

Date of Exhibit A	Name and Title	Signature
4/5/07	Paul Reichler, Partner	

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.

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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 FOLEY HOAG LLP	2. Registration No. 4776
3. Name of Foreign Principal Corporation for the Promotion of Exports and Investments of Ecuador	

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.

Advocacy on behalf of principal before officials of US Government, Members of Congress and staff, especially on behalf of trade benefits for Ecuador.

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

Advocacy on behalf of principal before officials of US Government, Members of Congress and staff, especially on behalf of trade benefits for Ecuador.

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.

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COMMUNICATIONS SECTION

Date of Exhibit B 4/5/07	Name and Title Paul Reichler, Partner	Signature 
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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.

(FREE TRANSLATION)

## **CONTRACT FOR PROFESSIONAL SERVICES**

The Corporation for the Promotion of Exports and Investments of Ecuador (the Contractor) and the firm Foley Hoag LLP (the Contracted) agree on the following:

### **FIRST**

Professional services rendered by the Contracted: The Contracted will provide advice and assistance to the Contractor in Washington, D.C., United States of America, with respect to the relationship with the legislative and executive powers of the Government of the United States, including among the services, lobbying before Members of Congress and government officials of the United States Government with respect to issues of interest to the Contractor, the programming of meetings with Members of Congress or executive officials from the United States Government, the elaboration of white papers, reports or testimonies to be disseminated to Members of Congress and other executive officials from the Government of the United States, and the render of related advice and assistance.

The Contracted will also render the Contractor advice and assistance with respect to its relationship with influential non-governmental organizations from the United States, among these the human rights groups, unions, churches, political parties and think tanks. With previous approval from the Contractor, the Contracted may subcontract with a public relations firm to collaborate in the efforts covered by this Contract.

### **SEGUNDO**

Supervision by the Contractor: The Contracted will report regularly to the Ambassador of Ecuador in Washington, about all its professional services in accordance to this Contract, who will supervise the work by the Contracted and will serve as principal channel of communication between the Contracted and the Contractor.

### **THIRD**

Compensation for the Contracted by the Contractor: For the services stated above, the Contractor will pay the Contracted monthly honorary in the amount of US\$ 20,000 net from which applicable taxes may exist in Ecuador, except for the month of March 2007 in which case the monthly honoraries will be in the amount of US\$ 10,000.00 net from taxes.

In addition to the honoraries, the Contractor must reimburse all normal expenses incurred by the Contracted with respect to the rendering of its services, which include long distance phone calls, faxing, photocopies, courier, charges for Internet use and traveling expenses.

Method of payment: The Contractor will pay the Contracted, on the 30 day of each month of this Contract, the monthly honoraries agreed to in the following manner: (i) by check payable to Foley Hoag LLP, 1875 K St. NW, Washington, DC 20006; or (ii) by wire transfer in accordance with the following instructions:

Bank: Name: Citizens Bank  
Bank Address: Providence, RI  
Bank ABA#: [REDACTED]  
Swift Code: CTZIUS33  
(for International Wires)  
Bank Account #: [REDACTED]  
Account Name: Foley Hoag LLP  
Wire Receipt Account

Terms: The term of this Contract will be from 20 March 2007 to 31 June 2007. This term may be extended at any moment by mutual agreement and through a written notification exchanged by both parties. Nevertheless the above said, the Contractor will have the absolute and unconditional right to end this contract at any moment, as long as the Contracted is notified in writing with 30 days in advance.

THEREFORE, on this 20 day of March 2007, the parties agree to make this contract based on the terms above stated.

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
(SIGNED)

**FOR THE CONTRACTED:**

\_\_\_\_\_  
(SIGNED)



**FOLEY  
HOAG** LLP  
ATTORNEYS AT LAW

## **CONTRATO POR SERVICIOS PROFESIONALES**

La Corporación de Promoción de Exportaciones e Inversiones del Ecuador (el Contratante) y la firma Foley Hoag LLP (el Contratado) acuerdan lo siguiente:

### **PRIMERO**

Servicios profesionales prestados por el Contratado: El Contratado prestará consejo y ayuda al Contratante en Washington, D.C., Estados Unidos de América, en cuanto a las relaciones con los poderes legislativos y ejecutivos del Gobierno de los Estados Unidos, incluso, entre otros servicios, el cabildeo ante los Miembros del Congreso y funcionarios del ejecutivo del Gobierno de los Estados Unidos con respecto a los asuntos que le conciernen al Contratante, la programación de reuniones con Miembros del Congreso o funcionarios ejecutivos del Gobierno de los Estados Unidos, la elaboración de libros blancos, informes o testimonios para la divulgación a los Miembros del Congreso y funcionarios ejecutivos del Gobierno de los Estados Unidos y la prestación de consejo y ayuda relacionados.

El Contratado prestará también al Contratante consejo y ayuda en sus relaciones con los influyentes organismos no-gubernamentales de los Estados Unidos, entre ellos los grupos de derechos humanos, centrales de trabajadores, iglesias, partidos políticos, y tanques pensantes. Con la aprobación previa del Contratante, el Contratado podría subcontratar con una firma de relaciones públicas para colaborar en los esfuerzos cubiertos por este Contrato.

### **SEGUNDO**

Supervisión por el Contratante: El Contratado reportará regularmente sobre todos los servicios profesionales según este contrato al Embajador del Ecuador en Washington, quien supervisará el trabajo del Contratado y servirá como el canal principal de comunicación entre el Contratado y el Contratante.

### **TERCERO**

Pago al Contratado por el Contratante: Por los servicios arriba señalados, el Contratante abonará al Contratado honorarios mensuales por la cantidad de US\$ 20,000 neto de los impuestos aplicables en caso existan en Ecuador, salvo por el mes de marzo de 2007 en cuyo caso los honorarios mensuales serán por la cantidad de US\$ 10,000.00 neto de impuestos.

Además de los honorarios, el contratante deberá efectuar reembolsos de todos los gastos normales incurridos por el Contratado con relación a la prestación de sus servicios, los cuales incluyen llamadas de larga distancia, telefax, fotocopias, courier, cargos por uso del Internet y viáticos.

Método de pago: El Contratante pagará al Contratado, el día 30 de cada mes de este Contrato, los honorarios mensuales acordados en la siguiente forma : (i) por cheque dirigido a Foley Hoag LLP, 1875 K Street NW, Washington, DC 20006; o (ii) por medio de transferencia bancaria según las siguientes instrucciones:

Banco:	Citizens Bank
Dirección:	1 Citizens Drive Providence, RI 02915
Número de ABA:	[REDACTED]
Número de Swift:	CTZIUS33
Número de Cuenta:	[REDACTED]
Nombre de Cuenta:	Foley Hoag, LLP Wire Receipt Account

Plazo: El plazo de este Contrato será del 20 de marzo de 2007 hasta el 31 de junio de 2007. Este plazo podrá ser prorrogado en cualquier momento por mutuo acuerdo y mediante notificación escrita intercambiada por ambas partes. No obstante lo anterior, el Contratante tendrá el derecho absoluto e incondicional de terminar el contrato en cualquier momento, siempre y cuando el Contratado sea notificado por escrito con 30 días de anticipación.

POR LO TANTO, las partes este día 20 del mes de marzo de 2007, acuerdan en hacer este contrato en base de los términos arriba mencionados.

**POR EL CONTRATANTE:**

**POR EL CONTRATADO:**



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CORPORATE REGISTRATION UNIT