

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 Tew Cardenas LLP 700 12th Street NW, Suite 1150 Washington, DC 20005	2. Registration No. 5562
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3. Name of foreign principal Republic of Ecuador	4. Principal address of foreign principal Ministry of Foreign Trade, Industry, Fishing and Competitiveness Ave. Eloy Alfaro y Amazonas, Edif. MAG-MICIP, 14 <sup>to</sup> Piso Quito, 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:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (specify): \_\_\_\_\_
- Individual-State nationality \_\_\_\_\_

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

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

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.

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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

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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.

Date of Exhibit A	Name and Title	Signature
January 17, 2006	Sloan Rappoport, Partner	

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. 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 Tew Cardenas LLP	2. Registration No. 5562
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3. Name of Foreign Principal Republic of Ecuador
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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.

The Republic of Ecuador shall pay Tew Cardenas LLP a total of \$500,000.00 (\$150,000 upon execution of contract and \$70,000.00 per month for 5 months).

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

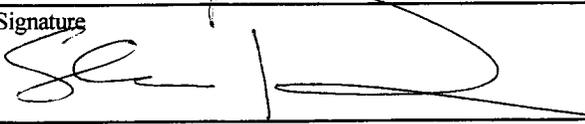
Provide strategic and technical advice for successful completion and legal review of a free trade agreement with the United States. Provide advice and counsel in matters related to U.S. - Ecuador bilateral relations.

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.

Assist the Government of Ecuador before the Executive and Legislative branches on matters related to the US-Andean Trade Promotion Agreement and U.S.-Ecuador bilateral relations.

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Date of Exhibit B January 17, 2006	Name and Title Sloan Rappoport, 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.

November 19, 2005

**Ingeniero**  
**Jorge Illingworth Guerrero**  
**Ministro**  
**Ministerio de Comercio Exterior, Industrialización,**  
**Pesca y Competitividad**  
**República del Ecuador**

Dear Minister Illingworth:

This document contains the terms upon which Tew Cardenas LLP (the "Firm") will provide professional assistance to the Republic of Ecuador (the "Client"), for the purposes contained herein.

The scope of the Firm's services will include advice and counsel regarding strategic communication of politics of Republic of Ecuador's Government with United States authorities. The Firm's representation will focus on providing strategic and technical advice for successful conclusion of the free trade agreement negotiations with the United States, and on building high-level support within the U.S. Administration for rapid conclusion, signing, and approval in the United States Congress of the U.S.- Andean Free Trade Agreement. Considering that the Firm has a multidisciplinary scope of professionals in its team, the firm will also provide advice and counsel in matters related to U.S. - Ecuador bilateral relations.

The Firm's services may include communicating to third parties the Client's position before governmental agencies in the hopes of obtaining action by the agency favorable to the Client. The Client understands that, while partners and professionals of the Firm have developed positive professional relationships with governmental officials, which may include the governmental officials involved in the Client's representation, there can be no guarantee that the decisions of the governmental agency will be favorable to the Client.

The Client further acknowledges that there have been no representations that the Firm or its partners can exert any undue or improper influence over any governmental agency or official. Furthermore, there will be strict compliance with all federal and applicable laws and regulations in assisting the client.

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In consideration for the Firm's services contained in this document, the Client has agreed to pay the Firm fees, with regard to Federal affairs, and the services contained herein, effective November 21, 2005 through May 30, 2006 paid as follows:

1. The sum of US\$ 150,000.00 (one hundred fifty thousand US dollars) payable upon the execution of this agreement.
2. The sum of US\$ 70,000.00 (seventy thousand US dollars) payable monthly from January 1, 2006 to May 1, 2006 for a total amount of US\$ 350,000.00 (three hundred and fifty thousand U.S. dollars).
3. The total amount due as per paragraphs 1 and 2 above shall be US\$ 500,000.00 (five hundred thousand U.S. dollars). Typical expenses incurred on behalf of the client, including airfare, lodging, meals and office expenses including long distance phone services, express delivery expenses and other typical office services are included in the payment amounts stipulated by paragraph numbers 1 and 2 above.

The Firm's professional fees will be billed to the Client each month. Payment in full of the Firm's statements for services is due when the statement is received by the Client. Termination prior to the end of the term will not relieve payment of the flat fee pursuant to this contract, as well as costs incurred up to the effective date of termination. The Firm and Client will discuss revisions to the flat fee upon a material change to the scope of work contemplated between the parties.

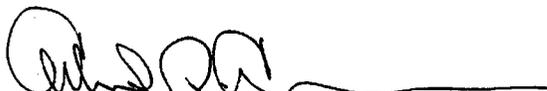
The Client agrees and understands that this agreement represents the entire legal relationship between the Client and the Firm with regard to the Firm's professional assistance of the Client. If the Client desires to appoint the Firm to act in matters other than those described above, the Firm and the Client must reach an additional agreement regarding such new services and advice.

This Agreement shall be interpreted, construed, and governed by the State of Florida, excluding its conflict of law rules. Except for disputes related to breach of a party's intellectual property or confidentiality obligations, all disputes, which cannot be resolved through negotiations between the parties, shall be resolved solely and exclusively through a confidential arbitration proceeding in Miami, Florida utilizing the Commercial Arbitration Rules of the American Arbitration Association. The parties shall attempt to agree on a single arbitrator. In the event the parties cannot agree on an arbitrator within thirty (30) calendar days, the arbitrator shall be chosen by the American Arbitration Association utilizing its rules.

Your signature in this document will confirm the contractual terms of hiring the Firm by the Government of the Republic of Ecuador ("Client"), effective November 21, 2005.

Kindly indicate the Republic of Ecuador acceptance of the foregoing agreement for employment the Firm by signing and dating the enclosed copy of this letter were indicated below and returning the signed and dated copy of this letter to me.

Sincerely,



**Alberto R. Cardenas**

AGREE TO this \_\_\_ day of \_\_\_\_\_, 2005

By: \_\_\_\_\_

\_\_\_\_\_

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**MICIP**

MINISTERIO DE COMERCIO EXTERIOR,  
INDUSTRIALIZACION, PESCA Y COMPETITIVIDAD

December 08, 2005

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Alberto Cardenas  
v Cardenas, LLP  
112th Street NW  
Suite 1150  
Washington, DC 20005

Dear Mr. Cardenas:

I am pleased to inform you that the government of Ecuador intends to employ the services of Tew Cardenas LLP from December 8th, 2005 through June 8th, 2006.

Representation by Tew Cardenas of the Government of Ecuador will focus on providing strategic and technical advice for successful conclusion of free trade agreement negotiations with the United States, and on building high-level support within the United States Congress and Administration for approval of the U.S.-Andean Free Trade Agreement.

At the moment, the implementation of our understanding is undergoing the appropriate legal and administrative process in Ecuador. We look forward to working with Tew Cardenas in helping us convey the needs of the country to the United States of America.

Sincerely,

Ing. Jorge Illingworth  
Ministro de Comercio Exterior,  
Industrializacion, Pesca y competitividad

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*Despacho*