

Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

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 Watts Consulting Group (WCG)		2. Registration No. 5641
3. Name of foreign principal Government of Peru	4. Principal address of foreign principal Calle Uno Oeste N° 050, Urbanización Córpac, San Isidro, Lima - Perú	
5. Indicate whether your foreign principal is one of the following:		
<input checked="" type="checkbox"/> Foreign government		
<input type="checkbox"/> Foreign political party		
<input type="checkbox"/> 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 type="checkbox"/> Association <input type="checkbox"/> Other (specify): _____		
<input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant. General Director of Administration		
b) Name and title of official with whom registrant deals. Paola Franco Sotomayor – General Director of Administration		
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

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.)*

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
10/12/2006	Lindsey Mitchell, Associate	

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 Watts Consulting (WCG)	2. Registration No. 5641
3. Name of Foreign Principal Government of Peru	

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 Government of Peru has entered an agreement with WCG to pay WCG \$20,000 a month for three months from October 2006-January 2007 to assist with promoting the passage of the Peru Free Trade Agreement (Peru FTA).

**** We have sent the contract back to the Peruvian Government for their signature and have been awaiting their signature and for them to send it back to us for us to send it with this Documentation. We still have not received the signed contract back, so we are sending the registration with the contract signed only by WCG. We will send the contract signed by both parties once we receive it by the Peru Government. *****

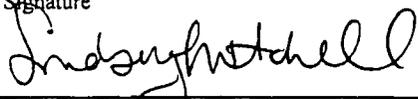
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

WCG has been hired by the Government of Peru to advocate and promote the passage of the Peru FTA with members of Congress, federal agencies, and pertinent business, education, social and civic organizations. The activities WCG will partake in on behalf of and with the Government and Embassy of Peru include: meetings, phone calls, letters, forums, receptions, dinners, policy briefings, roundtable discussions, and other outreach activities.

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.

WCG has been hired by the Government of Peru to advocate and promote the passage of the Peru FTA with members of Congress, federal agencies, and pertinent business, education, social and civic organizations. The activities WCG will partake in on behalf of and with the Government and Embassy of Peru include: meetings, phone calls, letters, forums, receptions, dinners, policy briefings, roundtable discussions, and other outreach activities.

Date of Exhibit B 10/12/06	Name and Title Lindsey Mitchell	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.

Services agreement for Lobbying Services required for the U.S. - Peru Trade Promotion Agreement U.S. Congress approval

This agreement was entered into on September 15, 2006, by and between the **MINISTRY OF FOREIGN TRADE AND TOURISM**, with registered office at Calle Uno Oeste 050; Urbanización Córpac, San Isidro, Lima, Peru, acting by and through the General Director of the Administration Office, **PAOLA FRANCO SOTOMAYOR, CPA**, identified by National Identity Card [REDACTED] empowered by Ministerial Order 123 -2006-MINCETUR/DM, hereinafter "**MINCETUR**"; and the **J.C.Watts Companies/Watts Consulting Group**, with registered office at 600 13th Street, NW, Suite 790, Washington D.C. 20005, United States of America, acting by and through its Partner, Elroy Sailor, as per powers conferred by Power of Attorney granted before MD, Notary Public in and for the District of Columbia, United States of America, hereinafter "**WCG**".

Taking into account the mutual commitments herein, understood as a condition for the consultancy services that **WCG** will provide to Peru, the parties hereby agree the following:

1. GENERAL.

MINCETUR is a public institution of the Peruvian Government responsible for defining, conducting, executing, coordinating and supervising foreign trade and tourism policies under the provisions of Law 27790 – Organic Law of the Ministry of Foreign Trade and Tourism and the Regulations thereof, approved by Supreme Decree 005-2002-MINCETUR.

MINCETUR seeks to retain the services of a company to provide and perform lobbying services in favor of Peru before the Executive Power and the Congress of the United States of America and, specifically, before the Republican Group within Congress, in order to promote the approval of the U.S. - Peru Trade Promotion Agreement (FTA) negotiated between Peru and the United States of America;

WCG is a North American limited liability company, based in Washington D.C., United States of America, engaged in providing consultancy services on government relations.

2. PURPOSE AND SCOPE OF THE SERVICE.

MINCETUR hereby retains the services of **WCG** so that **WCG** provides lobbying services to the Vice Ministry of Foreign Trade and to the negotiating team of Peru in the Free Trade Agreement (FTA) between Peru and the United States of America before the Executive Power and the Congress of the United States of America, specifically before the Republican Group within Congress, in order to effectively promote the approval of the Free Trade Agreement negotiated between Peru and that country.

To this effect, **WCG** undertakes to render such consultancy services to **MINCETUR** in the terms set forth and in the terms of reference annexed.

WCG shall engage the professional services required to implement this strategy.

WCG shall render its services under the direction of the Vice Ministry of Foreign Trade of **MINCETUR**. **WCG** shall be in regular contact with the staff designated by the Vice Ministry of Foreign Trade to receive instructions, report any progresses and coordinate activities, unless the circumstances require a more or less frequent communication.

By written notice addressed to **THE SERVICE FIRM**, **MINCETUR** will timely accredit the officials of the Vice Ministry of Foreign Trade who will be in charge of supervising the fulfillment of the obligations agreed herein, who may act independently or jointly.

To the extent possible, **MINCETUR** shall cooperate and provide the support and assistance that **WCG** may require to fulfill its activities.

3. INDEPENDENT CONTRACTOR.

The Parties hereto agree that in the provision of the services set forth in this Agreement and the Terms of reference annexed, **WCG** shall act as an independent contractor of Peru. In such capacity, **WCG** shall have no power to commit to or bind Peru with any right, faculty or authority to create an obligation, whether express or implicit, or to demand on behalf of Peru, except for such issues expressly authorized in writing by **MINCETUR** from time to time.

No provision contained herein shall be considered or construed as having the intention to create a *joint venture*, partnership, representation or an employer-employee relation between the Parties for any purpose. In this respect, any personnel working for **WCG** during the effectiveness term of this Service Agreement, have no labor relation or relation of any other nature with **MINCETUR**. Therefore, **WCG** shall bear the cost of any benefits and/or rights that such personnel may eventually be entitled to for services rendered to **THE SERVICE FIRM**.

4. DURATION.

This Agreement shall be in force for a period of three months, from October 2nd, 2006, to January 1st, 2007. Nevertheless, any of the Parties may terminate this Agreement by written notice and all obligations hereunder shall cease as from thirty days thereafter.

In case the FTA is fully approved by U.S. Congress before this contract expires, **MINCETUR** will only pay services provided by **WCG** until the FTA Congress approval date. Should the FTA be approved during the course of monthly services, **MINCETUR** will make a prorated payment according to the days of the month during which effective service was rendered.

Notwithstanding the foregoing, if the FTA has not been approved 25 days before this contract expires, **MINCETUR** may retain the services of **WCG** through a new agreement that will therefore be promoted. The duration of this new agreement shall be agreed by **MINCETUR** and **WCG** according to the need for services towards the FTA approval.

Upon termination of this Agreement, regardless of the reason for such termination, **WCG** shall turn in to **MINCETUR**, upon their request and free of any cost whatsoever, copies of all the work done and of the documents prepared or acquired by **WCG** under this Agreement, as well as all the materials that **MINCETUR** might have furnished to **WCG** that may be related to this Agreement. **MINCETUR**, in turn, shall remit final payment to **WCG** for any outstanding invoices and expenses upon the aforementioned termination.

The terms and conditions set forth in this Agreement have full force and effect in Peru and abroad, unless one of the Parties should give notice of its intention to interrupt or amend it.

Any amendment to this Agreement requires the approval of both Parties. In the event of an amendment, all other unaltered conditions hereunder shall maintain their full force and effect. Furthermore, any and all fees and expenses for Peru's that said amendment may cause account shall be agreed upon between the Parties and shall be set forth in an Addendum or in a separate Agreement.

5. FEES AND EXPENSES.

In compensation for the professional services described herein, **MINCETUR** undertakes to pay **WCG** the amount of US\$60,000 that will be disbursed in three (3) monthly quotas of US\$20,000 each, free of any tax retention or of any other deductions that may be applicable according to Law.

Said payment will be done via wire transfer to the following account:

JCWC

Bank name: Chevy Chase Bank
ABA#: [REDACTED]
Account: [REDACTED]
Location: Washington, DC

The aforementioned monthly payment shall be made within fifteen (15) days after receipt by MINCETUR of the respective invoice, prior approval of services rendered issued by MINCETUR through the Vice Minister of Foreign Trade.

Any expenses related to the service to be charged additionally, will need to be previously authorized by MINCETUR by written document.

6. APPROVAL OF SERVICE RENDERED.

The Approval of Service Rendered entails the verification of the due fulfillment of the obligations of WCG undertaken pursuant to this Agreement and to the documents that form part hereof.

In order to obtain the approval of services rendered, WCG undertakes to submit to MINCETUR a monthly report on the fulfillment of obligations and achievements, pursuant to the conditions hereunder and to the annexed Terms of Reference that form a part hereof. MINCETUR shall issue the respective Approval of Services Rendered through the Vice Minister of Foreign Trade.

In the event that the Vice Minister of Foreign Trade should lodge observations to the Monthly Report of WCG, MINCETUR shall forward written notice to WCG informing of such observations and granting WCG a prudential term for the respective corrections; such term shall be fixed based on the complexity of the observations.

If, after completion of the term granted, WCG should not conscientiously comply with the correction of the observations, MINCETUR may terminate this Agreement unilaterally, without the requirement of any prior court order, sufficing to that effect, a written notice addressed to WCG informing them of such decision. Consequently, this Agreement shall be legally terminated as from the date following the date in which such notice was forwarded to WCG with the respective proof of receipt.

7. FILES.

WCG shall keep records of its performance hereunder and of the expenses incurred to that effect and shall allow MINCETUR prompt access to such files during working hours.

8. COMMITMENTS.

WCG undertakes to:

- a. Abide by any and all federal and state laws and regulations, that may be applicable to the services it renders during the term it will provide its services as detailed herein.; and
- b. Ensure that its employees and agents will comply with any and all proceedings and policies applicable to the services it renders and shall render them in line with ethical and professional principles in force in Peru during the term it will provide its services as detailed herein.

In return, MINCETUR undertakes to make all reasonable bona fide efforts to execute the recommendations and suggestions of WCG so that WCG may meet its obligations hereunder.

9. PROPERTY RIGHTS.

All material prepared by WCG exclusively to be used by MINCETUR pursuant to this Agreement are the property of MINCETUR and shall be considered as working material prepared on commission. In the event that by the effect of law, any of such material may not be considered as working material prepared on commission, WCG hereby assigns any and all intellectual property rights over such material in favor of MINCETUR. WCG shall obtain any and all intellectual property rights that its employees and agents may have over such material so that Peru may acquire them free from any contingencies. WCG shall issue the aforementioned documents and provide for its own account the consultancy services that MINCETUR may reasonably require to fully comply the provisions set forth herein.

10. INCOMPATIBILITIES.

WCG shall not engage in any activities that may enter into conflict with the purposes set forth hereunder or that may affect in any manner whatsoever the provision of services entrusted and/or any of the obligations undertaken pursuant to this Agreement.

Furthermore, WCG shall avoid any public action or statements that may have an adverse effect on the objectives of MINCETUR and/or the Peruvian Government as set forth in this Agreement.

11. NON-ASSIGNMENT OF OBLIGATIONS.

This Agreement may not be assigned by any of the Parties nor may the obligations of WCG be outsourced, unless with the prior written consent of MINCETUR.

12. TERMINATION OF AGREEMENT.

The Parties hereby certify that it is the interest of MINCETUR that WCG complies with each and every one of the obligations undertaken by WCG pursuant to this Agreement. Consequently, in exercise of their respective autonomies, the Parties agree that it shall be legally terminated in the event of default to any of the obligations undertaken hereunder.

Termination of the Agreement shall be informed through written notice delivered at the domicile set forth in the introduction hereof and shall become legally effective as from the day after such notice has been received.

Following the termination of the Agreement, WCG remains bound to keep in confidence any non public information that MINCETUR may have provided and that WCG may withhold pursuant to the rules of professional practice. At the request of MINCETUR, WCG shall return the documents and any property it may have in its possession, prior payment of any fees and costs pending payment, if applicable.

13. SETTLEMENT OF DISPUTES - ARBITRATION.

In the event that any controversy should arise in the execution and/or construction of this Agreement and related instrument, the Parties undertake to engage their best efforts to seek a mutually acceptable solution.

Notwithstanding the foregoing, should controversies persist, the Parties expressly agree to submit the dispute only for the purpose of reaching a solution, to the applicable Law in force in Washington D.C., United States of America, through a *De Jure* Arbitration Proceeding.

This contract is signed in four original versions, two in English and two in Spanish. Any difference or controversy on interpretation of both languages shall be solved based on the English wording.

Furthermore, it is hereby agreed that the arbitration award shall be final and binding for both Parties and shall be unappealable before the Judiciary or before any other arbitration or administrative jurisdiction, whether local or international.

14. APPLICABLE LAW.

The construction and execution of this Agreement shall be governed by the laws of the District of Columbia, City of Washington D.C., United States of America.

15. NOTICES.

Any notices shall be delivered by prepaid, stamped, registered mail to the following addresses:

To
Attention: J.C. Watts Companies/Watts Consulting Group
Elroy Sallor
600 13th Street, NW, Suite 790
Washington, DC 20005
United States of America

To the **MINISTRY OF FOREIGN TRADE AND TOURISM**

TERMS OF REFERENCE

LOBBYING SERVICES TO PROMOTE THE U.S. PERU TRADE PROMOTION AGREEMENT (FTA)

Tasks:

1. Permanent coordination related to all the work done and to be done, with all MINCETUR dependencies, the Ministers Council Presidency, the Foreign Affairs Ministry and, specially, with the Peruvian Embassy in the United States of America.
2. Study and preliminary evaluation of work needs with both U.S. Executive Power and Congress, specially, with members of the Democratic Party of both Congressional chambers, forward to achieving the FTA Congress approval.
3. Deliberation with MINCETUR and other authorities involved, in order to determine the steps required for promoting Peruvian interests before the U.S. Executive Power and Congress, and specially before members of the Democratic Party of both Congressional chambers, forward to achieving the FTA's Congressional approval.
4. Work with both U.S. Executive Power and Congress, specially with members of the Democratic Party and particularly with the Senate Finance Committee, the House of Representatives Ways and Means Committee, the Congressional Black and Hispanic Caucuses and other members of the Democratic Party who may support enactment of the FTA. This also includes a close relationship with congressmen members of the competent Committees and their respective advisers; specially, Democratic representatives and senators, in order to consolidate Peru's position in the U.S. legislative agenda.
5. Promotion of Peruvian interests in audiences, events, reunions, committees and whichever other events where Democratic congressmen may form their opinion and adopt a decision regarding the FTA.
6. Promotion work of Peruvian interests at the U.S. Executive Power agencies, specially the USTR, the Department of State, the Department of Commerce and the White House.
7. Coordination work with the U.S. Private Sector relevant instances and representatives, whose activities contribute to form congressmen opinions regarding the FTA; particularly with the FTA Business Coalition and the U.S. Chamber of Commerce, as well as with producers, exporters and small businesses associations that may have influence in Democratic congressmen votes.
8. Work with different social groups for promoting Peruvian commercial interests, as organizations that contribute to determine Democratic congressmen votes for the FTA; including unions, Latin American and Peruvian communities, national and international small and medium-sized enterprises based in the United States of America, interested in bilateral commerce between both countries.
9. Permanent information to MINCETUR about any progresses, news and other relevant issues related to the FTA Congress approval.
10. Other tasks MINCETUR may eventually require, necessary to reach Democratic congressmen votes for the FTA approval.

GENERAL POWER OF ATTORNEY

Mr. Elroy Sailor, President of the J.C. Watts Companies and Watts Consulting Group ("the Firm") located at 600 13th Street, NW, Suite 790, Washington, DC is, hereby appointed as Attorney-in-Fact ("Agent") for the Firm.

As Agent he shall have full power and authority to act on behalf of the Firm. This power and authority shall authorize Agent to manage and conduct all affairs and to exercise all legal rights and powers, including all rights and powers that the Firm may acquire in the future. Agent's powers shall include, but not be limited to, the power to:

1. Conduct any business with any banking or financial institution with respect to any of the Firm's accounts, including, but not limited to, making deposits and withdrawals, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to the Firm by any person, company, corporation or political entity.
2. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities.
3. Take any and all legal steps necessary to collect any amount or debt owed to the Firm, or to settle any claim, whether made against the Firm or asserted on the Firm's behalf against any other person or entity.
4. Enter into binding contracts on the Firm's behalf.
5. Employ professional and business assistance as may be appropriate, including attorneys, accountants, and real estate agents.
6. Prepare, sign, and file documents with any governmental body or agency.

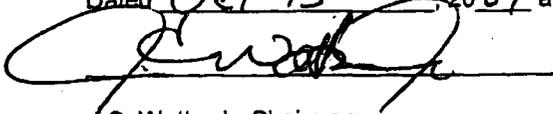
This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney.

Agent is authorized to indemnify and hold harmless any third party who accepts and acts under this document.

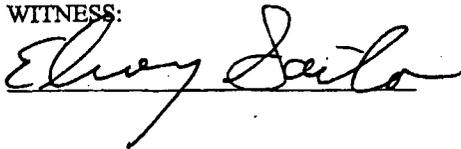
This Power of Attorney shall become effective immediately, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until dissolution of the Firm. This Power of Attorney may be revoked by the Firm at any time by providing written notice to Agent.

Dated Oct 13 2007 at 600 13th St NW Suite 790



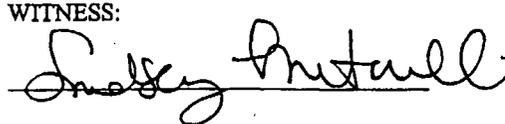
J.C. Watts, Jr. Chairman

WITNESS:



Elroy Sailor

WITNESS:



Lindsey Mitchell

FULL LEGAL NAME:

Elroy Sailor

FULL LEGAL NAME:

Lindsey Mitchell

Acknowledgement:

STATE OF DISTRICT OF Columbia

The foregoing instrument was acknowledged before me this 13th day of October, 2006 by J. C. Watts, who is personally known to me or who has produced a license as identification.

Michael Dickson
Signature

Michael Dickson
Name typed, printed, or stamped

N/A
Serial/License number (if applicable)

NOTARY PUBLIC
DISTRICT OF COLUMBIA
COMMISSION EXPIRES 12/31/07

Attention: Paola Franco Sotomayor – General Director of Administration
Calle Uno Oeste N° 050, Urbanización Córpac,
San Isidro, Lima - Perú.

This Agreement constitutes the entire Agreement between the Parties and they recognize that there are not other express or implicit provisions in this respect.

[

MINCETUR

Eloy Sabor, CEO Eloy SAILOR
J.C. Watts Companies/Watts Consulting Group