

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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 a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. 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 in print and online at: <http://www.fara.gov/>.

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, Counterespionage Section, National Security 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	2. Registration No.
Crescent Consultants, LLC, 4414 29th Street, NW, Washington, D.C. 20008	5944

3. Name of foreign principal	4. Principal address of foreign principal
Deomcratic Republic of Congo	Gombe, Kinshasa, Democratic Republic of Congo

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 type="checkbox"/> Association	<input type="checkbox"/> Other (specify): _____

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

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

a) Branch or agency represented by the registrant  
**Ministry of Portfolio**

b) Name and title of official with whom registrant deals  
**Minister Jeaninne Mabunda**

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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2009 JUN 17 AM 10:29

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  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.)

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.

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2009 JUN 17 AM 10:29

Date of Exhibit A

Name and Title

Signature

MAY 24, 2009

JOEZ FRUSHKINE, PRESIDENT

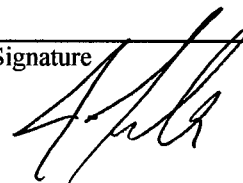


Exhibit B  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, as amended

**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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1. Name of Registrant Crescent Consultants, LLC	2. Registration No. 5944
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3. Name of Foreign Principal  
Democratic Republic of Congo

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.

29 JUN 17 AM 10:29  
REGISTRATION UNIT

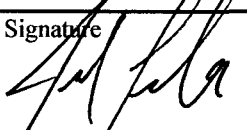
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

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

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.

2009 JUN 17 AM 10:29  
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Date of Exhibit B	Name and Title	Signature
MA/24, 2009	JOSE FRUSTONE, PRESIDENT	

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.

# Crescent Consultants

## AGREEMENT

This Agreement is entered as of the 15<sup>th</sup> day of February 2009, between **The Democratic Republic of Congo Ministry of Portfolio** (the "Client") and **Crescent Consultants** (the "Consultant"), a corporation whose principal place of business is 4414 29<sup>th</sup> Street, NW, Washington, D.C. 20008, USA.

### Section 1. Engagement and Service

The Client hereby engages the Consultant and Consultant hereby accepts the engagement upon the terms and conditions hereinafter as set forth. Consultant shall provide advice, guidance, counsel, and assistance to the Client with respect to strategic media and communications and governmental relations. Within the scope of the engagement, Consultant shall devote its best effort and such time, attention, and energy to the business of the Client as required to fulfill its assignments.

1.01 Consultant's services provided to the Client include but are not limited to:

- Strategic media and communications.
- Governmental relations.

### Section 2. Authorization and Duties

- 2.01 The parties hereto agree and acknowledge that Consultant shall be authorized to act on behalf of the Client in connection with the performance of Consultant's obligations pursuant to this agreement.
- 2.02 Consultant shall respond promptly to all requests provided by the Client or any employee or representative of the Client.
- 2.03 The activities of the Consultant on behalf of the Client shall at all times be conducted in accordance with the highest ethical and professional standards, in strict compliance with all applicable laws and regulations.

### Section 3. Term

Subject only to the provisions for termination set forth in Section 5 below, the term of Consultant's engagement shall be for a period beginning on February 15, 2009 and ending on February 15, 2010.

### Section 4. Compensation

4.01 For all services rendered by Consultant under this Agreement for the period beginning on February 15, 2009 and ending on February 15, 2010, the Client shall pay Consultant \$290,000 in fees by wire transfer to Crescent Consultants as follows:

Upon signing of agreement:	\$100,000.00
May 1, 2009:	\$100,000.00
August 1, 2009:	\$90,000.00

4.02 The Consultant shall provide the Client invoices, receipts, and supporting documents for those expenses incurred by the Consultant on behalf of the Client in the performance of this Agreement.

2009 JUN 17 AM 10:29  
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**Section 5. Termination**

5.01 In the event of termination of this Agreement by the Client, the Client shall be obligated to pay all authorized expenses incurred by Consultant pursuant to paragraph 4.01 of this Agreement through the date of termination.

**Section 6. Records, Information, and Media Assets**

Consultant agrees to deliver to the Client at the end of the term of this Agreement, or at any other time the Client may request, all lists, memoranda, notes, plans, records and other documentation and data relating to the project which Consultant may possess or have under its control.

It is expressly agreed that all materials generated by the Consultant for the Client shall be the exclusive property of the Client and shall be delivered to the Client upon request and shall not be used by the Consultant for any other purpose without the express written consent of the Client.

**Section 7. Restrictive Covenant**

This Agreement is non-exclusive; provided however, that during the term of this Agreement, Consultant will not perform similar consulting services for any adversary of the Client.

**Section 8. Limit of Engagement**

It is expressly understood and agreed that Consultant is and shall at all times remain an independent contractor and shall not at any time serve as an employee of the Client.

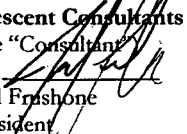
**Section 9. Notices**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when deposited in the U.S. Mail in a postage prepaid envelope addressed as set forth above, or to such addresses as either party shall designate by written notice to the other.

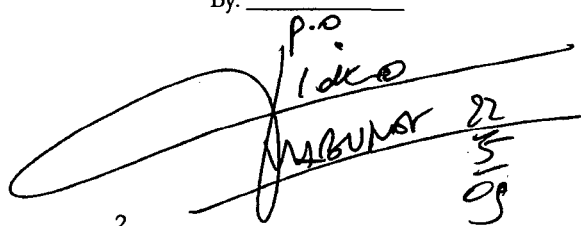
**Section 10. Miscellaneous**

- 10.01 This Agreement shall be subject to and governed by the laws of the District of Columbia. In the event that litigation is required to enforce any provision of this contract, the losing party shall be obligated to pay the attorney's fees of the prevailing party.
- 10.02 This Agreement contains the entire agreement of the parties. It may not be modified except by the agreement in writing executed by the parties hereto.
- 10.03 This Agreement supersedes all previous agreements and any previous written addenda thereto between the Client and Consultant, both oral and written.

IN WITNESS THEREOF, the parties have executed this Agreement effective as of the day and year written above.

Crescent Consultants  
(the "Consultant")  
By:   
Joel Frishone  
President

The Democratic Republic of Congo  
Ministry of Portfolio  
(the "Client")  
By: \_\_\_\_\_

  
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# Crescent Consultants

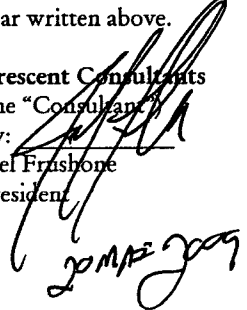
## ADDENDUM

This Addendum, entered as of the 20<sup>th</sup> day of May 2009, is to the Agreement between The Democratic Republic of Congo Ministry of Portfolio (the "Client") and Crescent Consultants (the "Consultant"), a corporation whose principal place of business is 4414 29th Street, NW, Washington, D.C. 20008, USA.

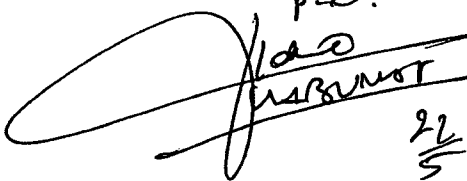
### Section 11. Additional Services Rendered

- 11.01 The Client shall pay Consultant fifteen (15) percent of the cost of all additional services rendered by Consultant not previously stipulated in the Agreement between the Client and Consultant for the period beginning on February 15, 2009 and ending on February 15, 2010.
- 11.02 The Consultant shall provide the Client invoices, receipts, and supporting documents for those expenses incurred by the Consultant on behalf of the Client in the performance of all additional services.

IN WITNESS THEREOF, the parties have executed this Agreement effective as of the day and year written above.

Crescent Consultants  
(the "Consultant")  
By:   
Joel Frashone  
President

The Democratic Republic of Congo  
Ministry of Portfolio  
(the "Client")  
By: \_\_\_\_\_

  
P.O.

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