

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

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 is 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 Fenton Communications 1000 Vernon Ave NW Suite 200. Washington, DC 20005	2. Registration No. 5945
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3. Name of foreign principal Embassy of the Republic of Ecuador	4. Principal address of foreign principal 2535 15th St. NW Washington, DC 20009
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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 type="checkbox"/> Association	<input type="checkbox"/> Other (specify): _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
Foreign Ministry

b) Name and title of official with whom registrant deals
Ambassador Luis Gallegos

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.)*

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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.

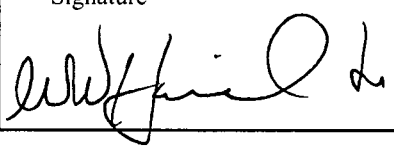
Date of Exhibit A	Name and Title	Signature
6/25/09	William W. Hamilton Jr. Executive Vice President	

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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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, 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.

1. Name of Registrant Fenton Communications	2. Registration No. 5945
3. Name of Foreign Principal Embassy of the 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.
Fenton Communications will provide media relations services to support the visit of President Rafael Correa to New York and will assist the Embassy of the Government of Ecuador in its continuing media outreach.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.
Fenton Communications will provide media relations services to support the visit of President Rafael Correa to New York and will assist the Embassy of the Government of Ecuador in its continuing media outreach.

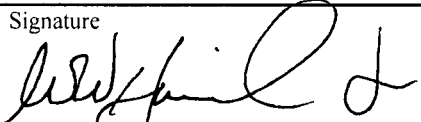
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

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.

Fenton Communications will assist the Embassy of the Republic of Ecuador in helping shape public opinion towards the country through support of the Embassy's media relations needs.

Fenton will contact journalists that cover issues related to Ecuador to set up interviews with Ecuador's Government officials, and distribute press materials such as: press releases, fact sheets, statements and information useful to journalists in their work.

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Date of Exhibit B 6/25/09	Name and Title William W. Hamilton Jr. Executive Vice President	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.

June 22, 2009

Ambassador Luis Gallegos
Embassy of Ecuador
2535 15th Street NW
Washington, DC 20009
USA

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Dear Ambassador Gallegos:

This letter will serve as our agreement for communications services which Fenton Communications (“Fenton”, “Us”, “We”) will provide to the Republic of Ecuador (“Client”, “You”) beginning June 22, 2009 and ending September 22, 2009.

Fenton agrees to provide media relations to support President Correa’s trip to New York in June and to assist the Embassy and the Government of Ecuador in its continuing media outreach.

For this work Fenton will charge a monthly retainer fee of \$30,000 per month including all expenses, not to exceed \$5,000 per month. Any additional expenses will be billed to the client providing the client has approved them in advance. Any collateral, including print or publications, creative materials, Web site development and advertising are not covered in the \$30,000 monthly retainer and will be billed separately, upon authorization of the client. Fenton will require three months advance payment of \$90,000 which is due upon contract signing (no later than June 26, 2009). We will keep you apprised of our staff time expenditures so you can adjust and direct our work and will alert you when our fees approach the monthly retainer. If at the end of the month, we have incurred approved staff time on your behalf in excess of \$30,000, you will owe us the difference at that time. The Embassy of Ecuador agrees that Fenton will not perform any work in excess of \$30,000 without additional compensation & without receiving prior written consent.

Fenton Communications will perform these services in accordance with the following terms:

1. To conform to U.S. law, Fenton will be obligated to file under the U.S. Foreign Agents Registration Act (FARA) for this work. Expenses associated with that filing will be charged to you as part of the expense allowance.
2. Fenton will not undertake any major activities or make any commitments on Client’s behalf without Client’s approval.
3. Fenton will charge its standard hourly rates for the services of staff members and representatives as required to carry out the program activities.

4. Fenton will incur up to \$5,000 per month for expenses, which will include our 17.65% administrative and bookkeeping charge. Additional expenses must be approved by you in advance based on our best estimate and will be charged to you.
5. Fenton encourages you to review each of our invoices. Please contact William Hamilton (bill@fenton.com) with any concerns regarding our invoices or statements as soon as possible after receipt. If Fenton does not hear from you within sixty (60) days after an invoice has been mailed, Fenton will assume that you have no concerns regarding the charges.
6. Fenton Communications and its designees, and their respective directors, officers, partners, employees, vendors, subcontractors, attorneys and agents, shall be indemnified, reimbursed, held harmless and defended from and against any and all claims, demands, causes of action, liabilities, losses and expenses (including, without limitation, the disbursements, expenses and fees of their respective attorneys) that may be imposed upon, incurred by, or asserted against any of them, or any of their respective directors, officers, partners, employees, attorneys or agents, arising out of or related directly or indirectly to this Agreement. Client further indemnifies Fenton from any action arising out of any verbal representation about Client, press releases or other written materials, provided Fenton has obtained Client's prior approval. This paragraph, insofar as it applies to work undertaken while this agreement is in effect, shall survive the termination of this agreement.
7. In the event of any proceeding against Client by any regulatory agency, whether private or public, or in the event of any court action or self-regulatory action questioning any materials prepared by Fenton on Client's behalf, at Client's request, Fenton shall assist in the preparation of the defense of such action or proceeding and cooperate with Client's attorneys. Client will pay Fenton its usual hourly rates for time expended by Fenton on such assistance and reimburse Fenton for any out-of-pocket costs Fenton incurs in connection with any such action or proceeding.
8. This agreement shall be governed by the laws of New York.

If this agreement is acceptable, please return one signed copy to me.

Erin Visser, Vice President of Administration Fenton Communications	Date
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Agreed to and Accepted

Ambassador Luis Gallegos Embassy of Ecuador	Date
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Embajador Luis Gallegos
Embajada de Ecuador
2535 15th Street NW
Washington, DC 20009
USA

Estimado Embajador Gallegos:

La presente confirma nuestro acuerdo para ofrecer servicios de comunicación que Fenton Communications (“Fenton”, “Nosotros”) le proporcionará a la República del Ecuador (“Cliente”, “Usted”) a partir del 22 de junio de 2009 hasta el 22 de septiembre de 2009.

Fenton se compromete a proveer actividades de apoyo para la visita del Presidente Correa a Nueva York en junio y asistir a la Embajada de la República del Ecuador en sus relaciones continuas con los medios de comunicación.

Por este trabajo, Fenton cobrará honorarios mensuales de \$30,000 que cubrirán los honorarios del personal y gastos adicionales mensuales de hasta \$5,000. Cualquier gasto adicional será cobrado de manera separada previa autorización del cliente. Esta cuota mensual no incluye servicios de diseño gráfico y creativos producidos por Fenton a petición del cliente, entre ellos avisos, sitios “Web” y publicaciones de material impreso y serán cobrados por separado previa autorización del cliente.

Fenton requerirá el pago por anticipado de los tres primeros meses en honorarios y gastos. El primer pago de \$90,000 se deberá abonar al momento de la firma del contrato (no posterior al 26 de junio de 2009). Mantendremos informado al Cliente sobre los costos en la inversión de tiempo de nuestro personal de manera mensual y si a final del mes gastásemos más por servicios del personal en exceso a los \$30,000- en este caso ustedes serán informados para se puedan realizar los ajustes necesarios. La embajada del Ecuador acepta que Fenton Communications no excederá servicios por encima de los \$30,000 sin recibir una compensación adicional.

Fenton Communications proporcionará estos servicios de acuerdo a los siguientes terminos:

1. Para cumplir con las leyes de los EE.UU., Fenton está obligado a inscribirse de acuerdo con la Ley de Registros de Agentes Extranjeros de los EE.UU. (FARA, por sus siglas en inglés) como un agente de la República del Ecuador. Los costos de inscripción serán cargados al Cliente a través de la cantidad destinada mensualmente a gastos adicionales.
2. Fenton no emprenderá ninguna actividad importante o asumirá ningún compromiso a nombre del Cliente sin la aprobación del Cliente.

3. Fenton cobrará las tarifas horarias estándar por los servicios de nuestro personal y representates según sean necesarias para desempeñar las actividades del programa.
4. Fenton cobrará \$5,000 mensuales por gastos adicionales incurridos, cantidad en la cual están incluidos servicios administrativos y contables del 17.5%. Los gastos adicionales deberán ser aprobados por adelantado y facturados al Cliente, éstos serán calculados con base en nuestra mejor estimación
5. Fenton enviará facturas mensuales para que sean revisadas. En el caso de existir alguna discrepancia acerca de nuestras facturas o extractos de cuenta, tenga a bien comunicarse con William Hamilton lo más pronto posible. Si Fenton no recibe noticias suyas dentro de los sesenta (60) días después del envío de la factura, Fenton asumirá que no existen discrepancias sobre los cargos.
6. Fenton Communications y sus delegados, así como sus respectivos directores, ejecutivos, socios, empleados, proveedores, subcontratistas, abogados y agentes, serán indemnizados, reembolsados, eximidos de responsabilidad y defendidos de y ante cualquier y toda reclamación, demanda, causales de acción, responsabilidad civil, pérdidas y gastos (incluyendo entre otros, los desembolsos, gastos y honorarios de sus respectivos abogados) en los que hubiesen incurrido o que les hubiesen sido impestos, o alegados en contra de cualquiera de los mismos, o cualquiera de sus respectivos directores, ejecutivos, socios, empleados, abogados o agents, que surja o que esté relacionado directa o indirectamente con este Contrato. El Cliente además indemnizará a Fenton por cualquier representación verbal sobre el Cliente, comunicados de prensa u otros documentors, siempre y cuando Fenton haya obtenido la previa aprobación del Cliente. Este párrafo, en lo que atañe al trabajo que se realice mientras este contrato esté vigente, seguirá vigente aún luego de la culminación de este contrato.
7. En el caso de que algún organismo regulador, ya sea privado o público, presente algún proceso legal en contra del Cliente, o en el caso de que se presente alguna acción legal o autorregulada que cuestione cualquiera de los materials preparados por Fenton en nombre del Cliente, a pedido del Cliente, Fenton asistirá en la preparación de la defense ante tal acción legal o proceso judicial y cooperará con los abogados del Cliente. El Cliente abonará a Fenton las tarifas horarias normales por el tiempo que Fenton demande para dicha asistencia y le reembolsará a Fenton por cualquier costo en efectivo en que Fenton incurra en relación con tal acción legal o proceso judicial.
8. Este contrato se registrará de conformidad con las leyes de Nueva York

Si acepta este contrato, por favor envíeme una copia firmada.

Erin Visser, Vicepresidente de Administración Fecha
Fenton Communications

Acordado y aceptado

Luis Gallegos, Embajador Fecha
República del Ecuador

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