

U.S. Department of Justice  
 Washington, DC 20530

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

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**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.

1. Name and Address of Registrant

FitzGibbon Media, Inc.

2. Registration No.

0233

3. Name of Foreign Principal

MCSquared PR Inc. (on behalf of the Government of the Republic of Ecuador)

4. Principal Address of Foreign Principal

649 Morgan Ave.  
 Suite 2G  
 Brooklyn, NY 11222

5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country<sup>1</sup>
- 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

N/A

b) Name and title of official with whom registrant deals

N/A

7. If the foreign principal is a foreign political party, state:

a) Principal address

N/A

b) Name and title of official with whom registrant deals N/A

c) Principal aim N/A

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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.

Boutique Public Relations firm.

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.)

MCSquared had a contract with the Government of the Republic of Ecuador, and FitzGibbon Media, Inc. assisted MCSquared in carrying out MCSquared's contract functions.

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.

Maria del Carmen Garay, sole stockholder.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A July 07, 2014	Name and Title Alexander Thomson, SVP Finance & Admin	Signature /s/ Alexander B. Thomson	eSigned
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U.S. Department of Justice  
Washington, DC 20530

**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. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for 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 the 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 .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

FitzGibbon Media, Inc.

2. Registration No.

6233

3. Name of Foreign Principal

MCSquared PR Inc. (on behalf of the Government of the Republic of Ecuador)

Check Appropriate Box:

- 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.

Public Relations, see attached contract.

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

Public Relations, see attached contract.

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.

Public Relations through ad placement to inform the US public of Chevron's responsibilities so the public interest of Ecuador will be furthered.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
July 07, 2014	Alexander Thomson, SVP Finance & Admin	/s/ Alexander B. Thomson
		eSigned

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.

# FitzGibbon Media, Inc.

November 18, 2013

Maria Garay  
mcSQUARED PR, Inc.  
649 Morgan Ave  
Brooklyn, New York 11222

Dear Maria,

This letter will serve as our agreement for public relations strategy and media relations services which FitzGibbon Media, Inc. ("FitzGibbon" "Us" "We") will provide to mcSQUARED PR, ("Client" "You") beginning November 20, 2013 and ending January 19, 2014. (2 months).

FitzGibbon agrees to provide public relations strategy and media relations services as detailed in our proposal of November 5, 2013 and attached to this contract.

For this work FitzGibbon will charge a fee of \$30,000, per month, plus expenses. Payment of the first monthly fee will be due on November 20, and again on December 20, 2013. Client must approve any further work in advance. Client agrees that FitzGibbon will not perform any work in excess of the fee without additional compensation.

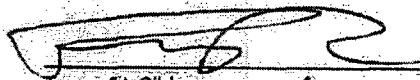
FitzGibbon Media will perform these services in accordance with the following terms:

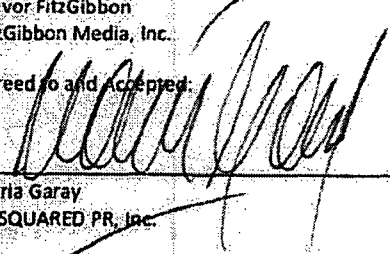
1. FitzGibbon will not undertake any major activities or make any commitments on Client's behalf without Client's approval.
2. FitzGibbon will charge for out-of-pocket expenses. For major expenses like travel, graphic design, printing, production, room or equipment rentals, etc., we will seek your advance approval and provide an itemized bill. Routine expenses like courier services, local travel, etc. will also be billed to you, without prior approval.
3. Fee and expense invoices will be submitted, which Client agrees to pay upon receipt. If payment for fees is not received within 10 days and payments for expenses are not received within 30 days of the due date, FitzGibbon may assess a finance charge of 1.5 percent per month on the unpaid balance. Due to our vendors' billing cycles, you may receive a final invoice from FitzGibbon up to ninety (90) days after the work has been completed. FitzGibbon reserves the right to terminate our services hereunder at any time your account is overdue. In the event FitzGibbon incurs costs, disbursement and/or legal fees in an effort to collect our invoices, you agree to reimburse us for these expenses.
4. FitzGibbon encourages you to review each of our invoices. If FitzGibbon does not hear from you within sixty (60) days after an invoice has been mailed, FitzGibbon will consider the charges accepted.
5. Each party agrees to indemnify and hold harmless the other, (including their respective designees, and their respective directors, officers, partners, employees, vendors, subcontractors, attorneys and agents), and 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 to this Agreement. Client further agrees to indemnify FitzGibbon from any action against Us arising out of any verbal representation, press releases or other written materials made or produced on behalf of Client, provided FitzGibbon has obtained Client's prior approval. FitzGibbon agrees to indemnify Client for any breach of this agreement and for any verbal representation, press releases or other written materials made or produced on behalf of Client, which are released without the prior approval of Client. This paragraph, insofar as it applies to work undertaken while this agreement is in effect, shall survive the termination of this agreement.

2108 Military Road, Arlington, VA 22207

6. Client and FitzGibbon agree that for purposes of this Agreement, FitzGibbon is an independent contractor and nothing set forth herein shall be construed as creating any employment, partnership, joint venture or similar relationship between parties.
7. In the event of any proceeding against, or investigation of, 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 FitzGibbon on Client's behalf, at Client's request, FitzGibbon shall assist in the preparation of the defense of such action or proceeding and cooperate with Client's attorneys. Client will pay FitzGibbon its usual hourly rates for time expended by FitzGibbon on such assistance and reimburse FitzGibbon for any reasonable out-of-pocket costs FitzGibbon incurs in connection with any such action or proceeding, including attorney's fees if approved by Client in advance.
8. This Agreement shall not be modified or amended except by a written document executed by the parties to this Agreement. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions hereof.
9. This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter.
10. This agreement may be executed in two counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.
11. FitzGibbon agrees that it will not, during the period of its engagement hereunder or at any time after the date of termination or expiration of this Agreement, except with the express prior written consent of the Client, disclose, communicate or divulge to any person other than the Client, its affiliates, and their employees, officers, and agents any proprietary or confidential information pertaining to the Client's business or the Client (the "Confidential Information"). The restriction contained in the preceding sentence shall not apply to any information that: (i) is a matter of public knowledge on the date of this Agreement; (ii) becomes a matter of public knowledge after the date of this Agreement from another source which is under no obligation of confidentiality to the Client; or, (iii) is required by law to be disclosed.
12. This agreement may be terminated by either party for any reason or no reason, upon 30 days written notice to the other party, with termination effective on the 30<sup>th</sup> day after such notice has been given, unless another date of termination is mutually agreed upon by both parties. In the event of termination, Client shall pay the compensation due to FitzGibbon in respect of the period prior to the date of termination on a daily pro rata basis. This Agreement shall be governed by the laws of the District of Columbia, without regard to any conflict of laws principles that would require the application of the laws of any other jurisdiction.

If this agreement is acceptable, please return one signed copy to me. We look forward to working with you.

  
 Trevor FitzGibbon  
 FitzGibbon Media, Inc.  
 Date: 12/5/2013

Agreed to and Accepted:  
  
 Maria Garay  
 mcSQUARED PR, Inc.  
 Date: 12/5/2013

FitzGibbon Media, Inc. 2108 Military Road, Arlington, VA 22207