

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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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 <i>THE LIVINGSTON GROUP, LLC 499 S. CAPITOL ST., SW, #600 WASHINGTON, DC 20003</i>	2. Registration No. <i># 5356</i>
3. Name of foreign principal <i>UNI-2 CHRISTIAN GROUP ASSOCIATION (ASOCIACION GRUPO CRISTIANO UNI-2)</i>	4. Principal address of foreign principal <i>AVENIDA BALBOA EDIFICIO GUSROMARES, 9th floor PANAMA, REPUBLIC OF PANAMA</i>

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
 - 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.

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

- a) Principal address.
- b) Name and title of official with whom registrant deals. *N/A*
- 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

THE FOREIGN PRINCIPAL IS A PRIVATE ASSOCIATION THAT IS UNDER CONTRACT TO THE GOVERNMENT OF THE REPUBLIC OF PANAMA TO PROVIDE CERTAIN SERVICES

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

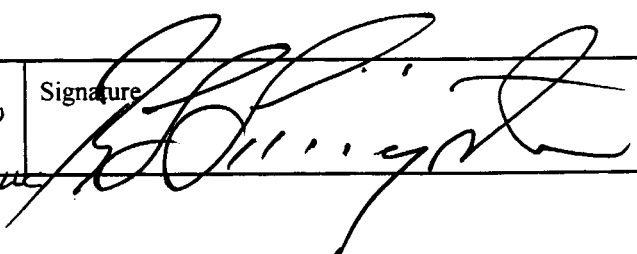
Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

THE FOREIGN PRINCIPAL IS A PRIVATE, VOLUNTARY, FAITH-BASED ASSOCIATION THAT IS UNDER CONTRACT TO THE GOVERNMENT OF THE REPUBLIC OF PANAMA TO PROVIDE CERTAIN SERVICES IN THE PUBLIC INTEREST.

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.

N/A

Date of Exhibit A 8/3/06	Name and Title ROBERT L. LIVINGSTON MANAGER THE LIVINGSTON GROUP, LLC	Signature 
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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.

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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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 <i>THE LIVINGSTON GROUP, LLC</i>	2. Registration No. <i># 5356</i>
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3. Name of Foreign Principal
*UNI-2 CHRISTIAN GROUP ASSOCIATION
(ASOCIACION GRUPO CRISTIANO UNI-2)*

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.

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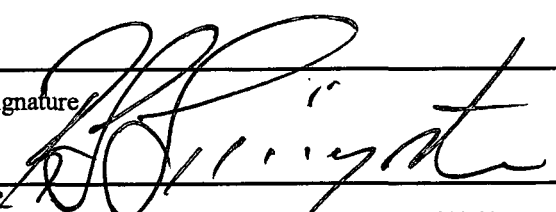
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

SEE ATTACHMENT.

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.

SEE ATTACHMENT.

Date of Exhibit B 8/3/06	Name and Title ROBERT L. LIVINGSTON MANAGER THE LIVINGSTON GROUP, LLC	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 interests, policies, or relations of a government of a foreign country or a foreign political party.

ATTACHMENT

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

Research and analyze issues related to the foreign principal and the Republic of Panama; counsel the foreign principal on U.S. policies of concern to the principal, and pending legislation and/or activities in Congress; and establish contact, as necessary, with Members of Congress and their staff, as well as with Executive branch officials.

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.*

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.

All of the activities listed above in Question 8 will be undertaken in order to communicate information to the foreign principal, as well as to communicate information about the foreign principal and its activities and issues of concern to interested persons. At the request of the foreign principal, meetings with Members of Congress and their staff, as well as with Executive branch officials, may be arranged.

PROFESSIONAL SERVICES AGREEMENT

between
THE LIVINGSTON GROUP, L.L.C.
and
THE UNI-2 CHRISTIAN GROUP FOUNDATION

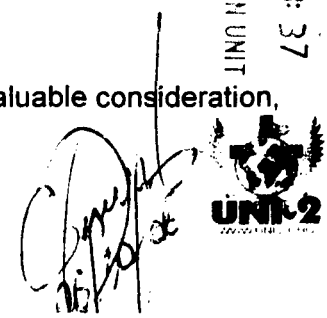
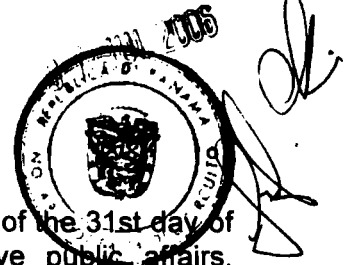
This Professional Services Agreement (this "**Agreement**") is made as of the 31st day of July, 2006, between THE LIVINGSTON GROUP, LLC., a comprehensive public affairs, government relations and lobbying services firm with offices in Florida and Washington, D.C., (hereinafter referred as "**TLG**") a Virginia limited liability company, hereby represented by its partner Mr. J. Allen Martin, by one part, and by the other part, ASOCIACION GRUPO CRISTIANO UNI-2, a non governmental Christian Foundation Group constituted in accordance with the laws of the Republic of Panama, through Resolution No. P.J. No. 091-28 of April 17, 2006 of the Ministry of Government and Justice of Panama, whose legal entity is protocolized by Public Deed No. 2660 of April 21, 2006 of the Eleventh Notary Public of the Circuit of Panama, duly recorded at Micro jacket 23677, Document No. 943633 of the Mercantile Section of the Public Registry Office, since May 2, 2006, (hereinafter called "**Client**"), hereby represented by its President and Legal Representative, Mr. GUSTAVO TRONCOSO, as Authorized Representative by the Board of Directors, through Act of the Board of Directors, issued in Panama, Republic of Panama, each a "**party**" and, collectively, the "**parties**", and provides as follows:

RECITALS

- I. THE LIVINGSTON GROUP, LLC. ("**TLG**") is a comprehensive public affairs, government relations and lobbying services firm with offices in Florida and Washington, D.C, that specializes in federal issues including International trade and Congressional appropriations;
- II. The TLG team is uniquely qualified to provide the Client with comprehensive and seamless Federal Governmental relation services vis a vis the Appropriations Committees of the United States House of Representatives and the United States Senate to secure Congressional approval and support of appropriations for foreign aid assistance.
- III. ASOCIACION GRUPO CRISTIANO UNI-2 (the "**Client**") "is a non governmental organization duly authorized by the Government of the Republic of Panama ("**Panama**") whose main goal is to search for US Congressional Approval and support for foreign aid assistance for its non profit, social and governmental programs in Panama.
- IV. That Client wishes to engage and retain the professional services of the TLG Group to ensure passage and secure assistance for its non profit affiliate programs, through the U.S. Congressional appropriation process.

AGREEMENT

Now, therefore, in consideration of the foregoing, and for other good and valuable consideration, of which are hereby acknowledged, the parties hereby agree as follows:



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REGISTRATION UNIT

1. Terms of the Agreement:

The TLG team will work with the Government of Panama as well as through the Client, to identify critical social service needs in Panama. TLG will provide aggressive advocacy with the U.S. Congress to seek U.S. foreign aid targeted to addressing those needs.

Thus, the TLG team agrees to provide Client with government affairs representation and lobbying services before the federal government on appropriations and funding issues as well as any other matters mutually agreed upon.

2. Capabilities:

The TLG Team, personally led by founder of the LIVINGSTON GROUP, former Congressman *Robert L. "Bob" Livingston*, and also Chairman of the House Appropriations Committee from 1995 – 1999, will pursue representation of Panama with enthusiasm and commitment to achieve the goals and objectives of this Agreement.

For these purposes, TLG will provide and engage key staff who will be part of the Panama team. A director will be responsible for a day-to-day operations of the team, and all employees and consultants within the TLG structure will be on-call as needed. There will be a base Panama team, whose Biographies are attached hereto as Exhibit A., to wit:

Two Retired Members:

Honorable Bob Livingston
Honorable Toby Moffett

Experienced Staff

Honorable Bob Crawford
Honorable Lauri Ftiz-Pegado
Joan Galvin
James Pruitt

Ref. J.

3. Duration of the Agreement:

This Agreement will extend over a 2 year period beginning July 31st, 2006 and terminating June 30th, 2008. It will be automatically renewed for an additional one-year period, unless terminated by either party.

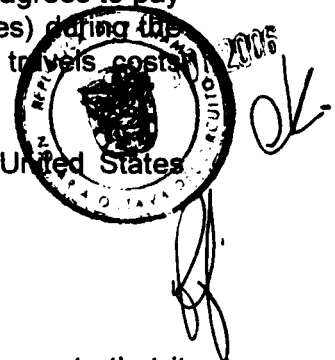
4. Budget:

After the signing of this Agreement, Client shall pay to the TLG team the sum of US\$10,000, per month for the first six months of the first contract year and US\$20,000 per month for the second six months (semester) of the first contract year and US\$15,000 per month for the second contract year and thereafter, representing all Appropriations and General Affairs Counsel efforts made by TLG on behalf of the Client.

Client shall end up paying the TLG team the sum of US\$180,000.00 over each subsequent twelve-month period from this date (corresponding to both calendar years 31st of July 2006 to June 30th 2007 and up to July 31st 2008). Client shall make monthly payments,

[Handwritten signature]
UNP-2
www.unp.org

wire transfer or other agreed method, of US\$10,000 to TLG starting 30th of July 2006 to December 2006 and subsequently monthly payments of US\$20,000 to TLG from January 2007 to July 2007 and US\$15,000 to TLG from August 2007 to July 2008. Client further agrees to pay normal out-of-pocket expenses (e.g. long distance telephone charges, courier fees) during the contract period. With advance approval, Client also agrees to pay necessary travel costs outside the United States.



No payments may be made by Client from funds appropriated by the United States Congress or from other prohibited or restricted sources.

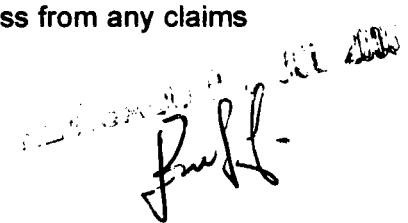
5. Representation and Warranties: Indemnification

a) **Representation and Warranties:** Each of the parties represents and warrants that it has the power and authority to negotiate, execute and deliver this Agreement and to perform their respective obligations, hereunder.

b) **Indemnification:** The TLG team is an independent contractor, and, as such, has no authority to bind Client in any manner whatsoever, absent the express written consent of Client. The TLG team shall be solely responsible for the acts of its employees and /or agents and shall defend and hold Client harmless from any claims which arise from said acts. The TLG team shall be responsible for notifying Client of any potential conflicts between it's representation or Client and any other party.

Likewise, Client has no authority to bind the TLG team in any matter whatsoever, absent the express written consent of the TLG team. Client shall be solely responsible for the acts of its employees and/or agents and shall defend and hold the TLG team harmless from any claims which arise from said acts.

6. Cooperation and Further Assurances:

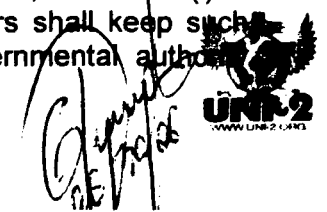


a) **Cooperation.** Each of the parties agrees to cooperate in good faith and with due diligence in consummating and performing the objectives of the Agreement and any and all agreements and activities contemplated in this Agreement.

b) **Further Assurances:** Each of the parties agrees to take all reasonable actions to provide assistance and execute and deliver all such instruments, documents or other agreements as any other party may reasonable request, as may be necessary or appropriate to confirm and effectuate the provisions of this Agreement. If a party's request for assistance requires the other party to expend material time or expense, then the requesting party shall reimburse the other party for its reasonable and documented expenses.

7. Confidentiality:

The parties shall keep the terms of this Agreement and any and all information exchanged by the parties relating to this Agreement strictly confidential and shall not disclose any information contained herein or in the information exchanged by the parties, other than (i) to its attorneys and other professional advisors (which attorneys and advisors shall keep such information confidential), (ii) as otherwise required by any court or governmental authority.



having jurisdiction over the matters discussed herein, or (iii) as otherwise agreed by the parties in writing. Except as may be required by court order or legal proceedings, any of the parties shall not make any statements, including press releases or interviews, relating to the contents of this Agreement without approval from the other party (which shall not be unreasonably withheld). If any of the parties are required by court order or legal proceedings to make any statements relating to the Agreement, they will use all reasonable measures to ensure that such statements are used and disclosed only for the specific legal purpose for which are provided, and are not disclosed to the public. It is understood by both parties that the activities of TLG under this Agreement are subject to the reporting and disclosure requirements of the Foreign Agents Registration Act.

8. Miscellaneous:

a) **Voluntary Act.** Each of the parties is freely and voluntarily entering into this Agreement after full consultation with legal, financial, governmental and other counsel of their choosing.

b) **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

c) **Amendments:** No amendment or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by all the parties hereto and such waiver and consent shall be effective only in the specific instance and for the specific purpose given.

d) **Parties:** This Agreement is binding and enforceable against ASOCIACION GRUPO CRISTIANO UNI-2, and THE LIVINGSTON GROUP, LLC., and each of its subsidiaries.

e) **Notices:** All notices under this Agreement, other than legal service of process, shall be delivered to the persons at the addresses set forth below:

For the TLG Team:

J. Allen Martin
The Livingston Group
499 S. Capitol St. SW
Washington, DC 20003
United States of America
Telephone: 202-289-9881
E-mail: info@livingstongroupdc.com

For the Client:

Avenida Balboa
Edificio Gusromares, 9th Floor
Panamá, Republic of Panama
Central America
Telephone: 011 507 265-8642
Website: www.uni-2.org
E-mail: legal@uni-2.org

f) **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the Republic of Panama, without regard to or consideration of the principles of conflict of laws of any jurisdiction.

