U.S. Department of Justice
Washington, DC 20530

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

OMB No. 1105-0003

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney Genreral transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. 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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 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: Jefferson Waterman International
1341 G. Street NW, Suite 1100
Washington, DC 20005

2. Registration No. 4990

3. Name of foreign principal: The Government of Nicaragua

4. Principal address of foreign principal: Managua, Nicaragua

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

XX☐ Foreign government

☐ Foreign political party

☐ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership ☐ Committee

☐ Corporation ☐ Voluntary group

☐ Association ☐ Other (specify) _____

☐ Individual—State his nationality _____

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

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.
H.E. Roberto Mayorga-Cortes, Ambassador to the United States

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.

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

N/A

b) Is this foreign principal

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 whole 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 may be used.)*

N/A

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	Name and Title	Signature
2/1/95	Carolyn M. Cuppernull Chief Admin. Officer The Jefferson Group	Carolyn M. Cuppernull

*U.S. Government Printing Office: 1993 — 342-487/72127

U.S. Department of Justice
Washington, DC 20530

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

OMB No. 1105-0007
Approval Expires Nov. 30, 1993

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. This form shall be filed in triplicate 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, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney Genreral transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Jefferson Waterman International	The Government of Nicaragua

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.

2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

3. ☐ 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 the expenses, if any, to be received.

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

Registrant will provide the Foreign Principal with government and public relations services to assist the Embassy in promoting and strengthening the bilateral relationship between the United States and Nicaragua. Registrant will provide advice and other services to the Foreign Principal, as appropriate.

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

See #4.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?[1]
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.

In furtherance of its responsibilities on behalf of the Foreign Principal, Registrant will occasionally communicate with officials and employees of the U.S. Government, including Members of Congress. Registrant will also communicate, as appropriate, with representatives of the media and private groups regarding Nicaragua's relationship with the United States. Such communications may include meetings, correspondence, or telephone conversations. Registrant will also regularly advise Foreign Principal on U.S. foreign policy and related political developments, and on general issues of interest to its bilateral relationship with the United States.

Date of Exhibit B	Name and Title	Signature
2/1/95	Carolyn M. Cuppernull Chief Administrative Officer The Jefferson Group	Carolyn M. Cuppernull

[1]Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other 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.

*U.S. GPO: 1992-312-332/61638

JEFFERSON WATERMAN

INTERNATIONAL

RETAINER AGREEMENT

THIS AGREEMENT is made between the Government of Nicaragua (the "Government") and the firm of Jefferson Waterman International, Inc., Washington, D.C. (the "Firm").

(1) The Government and the Firm have agreed that the Firm shall render government relations and related public affairs services to assist the Government providing professional services and advice to the Goverment to assist the Government in its dealings with the Legislative and Executive branches of the Government of the United States. The Firm's services in this area will include, among other things, lobbying members of the Legislative and Executive branches of the U.S. Government on foreign assistance and other issues of importance to Nicaragua, arranging meetings between Nicaraguan and U.S. Legislative and Executive branch officials, drafting position papers, testimony and other materials for dissemination to Legislative and Executive branch officials and staff, and providing related advice and assistance working in coordination with

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the Embassy of the Government in the United States, in promoting and furthering the friendly relations existing between the United States and Nicaragua.

(2) The Firm will advise and assist the Government in regard to its public affairs and public relations in the United States, and will disseminate relevant and accurate information about Nicaragua to political decisionmakers and the news media in the United States in an effort to improve Nicaragua's public image in the United States.

(3) The Firm will, for each task undertaken for the Government, provide promptly a work plan to the Government through the Embassy of the Government in order that the Firm's assistance may be supportive of the activities of the appropriate entities of the Government, especially its Embassy in Washington. Specifically, the Firm will assist the Government with congressional relations and with the promotion of foreign investment in and trade with Nicaragua.

(4) In carrying out the above operations, The Firm will utilize its personnel in accordance with its decisions as to devoting its resources to each of the tasks assigned in a manner that will best assure the accomplishment of the above objectives consistent with the policies and operating procedures of the Government.

(5) The Government will pay the Firm a retainer fee of one hundred and twenty thousand dollars ($120,000) for a six month period, payable in monthly installments. The first installment shall be paid to the Firm upon the signing of this Agreement. Successive installments shall be paid in advance on the first day of each month of the Agreement.

(6) The Government will reimburse the Firm for all reasonable expenses made in the performance of its duties under this Agreement. Routine disbursements will be limited to travel, local messengers, in-house photocopying, and ordinary communications (telephone, telex, facsimile, and postage). All disbursements for materials, services and rights will be made by the Firm as agent for the Government. Subject to obtaining prior approval of the Government, the Firm may procure production for services and materials from outside vendors such as artwork, photography, printing and the like, which are purchased on behalf of the Government and will be billed at cost.

(7) Invoices for all out-of-pocket expenses incurred on behalf of the Government will be submitted monthly and shall be payable separately by the Government through the Government Embassy in Washington, D.C. Expenses will not exceed two hundred and fifty ($250) per month without the prior approval of the Government. The Firm will have the right to

suspend all work on the Government's account in the event that any invoice remains outstanding for a period of more than thirty (30) days. If disputes related to late fees and payment of invoices for representation during the term of the Agreement result in legal fees, the Government will pay legal fees incurred by the Firm in the pursuit of the collection of retainer fees and penalties.

(8) The effective date of this agreement is the 15th of January, 1995.

(9) This Agreement will be extended automatically on the same terms and conditions for an additional six month period unless the parties agree to terminate the Agreement or modify the terms and conditions in writing thirty days before the end of the contract period.

(10) In connection with its representation, it is understood that the Firm, in certain circumstances, may be required under applicable United States Law to register its representation of the Government with the United States Government and that the Firm will comply with all requirements of the United States Law in this connection.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates written below.

The Government of Nicaragua	Jefferson Waterman International
By: Roberto Mayorga-Cortés	By: Ann B Wrobleski
Roberto Mayorga-Cortes, Ambassador	Ann B. Wrobleski, President
Date: 1-19-95	Date: 1-19-95

EMBAJADA DE NICARAGUA
WASHINGTON, D.C.