**U.S. Department of Justice**
Washington, DC 20530

Exhibit A
To Registration Statement
Pursant to 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, 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

Jefferson Waterman International

2. Registration No.

4990

3. Name of foreign principal

Myanmar Resources Development Ltd.

4. Principal address of foreign principal

166, Shwegondaing Road
Bahan, Yangon
Myanmar

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
☐ Committee
☐ Voluntary group
☐ Other *(specify)* _____

☐ Individual-State nationality Myanmar

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.

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

A Limited Liability Private Company to participate in the further economic development of Myanmar.

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.

At present, the company is wholly owned by a private Myanmar citizen.

| Date of Exhibit A | Name and Title | Signature |
|---|---|---|
| 3/14/97 | Ann B. Wrobleski<br>President | Ann B Wrobleski |

**U.S. Department of Justice**
Washington, DC 20530

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

OMB No. 1105-0007

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 | 2. Registration No. |
|---|---|
| Jefferson Waterman International | 4990 |

3. Name of Foreign Principal

Myanmar Resource Development Ltd.

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.

Registrant will render various professional, strategic counsel and public relations services to assist Foreign Principal in communicating its positions and interests.

RECEIVED
2007 MAY -4 P 1:27

Formerly OBD-65

FORM CRM-155
SEP. 1996

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

Registrant will assist foreign principal in preparation and distribution of informational materials to highlight the Foreign Principal's interests.
Registrant also will meet with Executive and Legislative branch officials, and private sector and non-governmental representatives, as appropriate or necessary, to monitor and report to Foreign Principal on relevant US foreign and trade policies.

9. Will the activities on behalf of he 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 #8

| Date of Exhibit B | Name and Title | Signature |
|---|---|---|
| 3/14/97 | Ann B. Wrobleski<br>President | Ann B Wrobleski |

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.

JEFFERSON WATERMAN
INTERNATIONAL

# RETAINER AGREEMENT

This Agreement is made between Myanmar Resources Development Ltd. (the Client) and Jefferson Waterman International, LLC (JWI), Washington, D.C.

(1) The Client and JWI have agreed that JWI shall render various professional, strategic counsel and public relations services to assist the Client in communicating its position and interests and, in general, providing such other appropriate advice and assistance as will serve to achieve these purposes.

(2) In carrying out the above activities, JWI will utilize its personnel in accordance with its decisions as to devoting its best resources to each of the tasks assigned to it, in a manner that will best assure the accomplishment of the Client's objectives.

(3) The initial term of the Agreement is for a twelve-month period commencing from the date of the signing of this Agreement and will be extended for successive twelve-month periods unless the parties agree to terminate the agreement in writing ninety days before the expiration of any contract period.

(4) The Client will pay JWI, an annual fee of Four Hundred Thousand Dollars ($400,000). The first payment of $200,000 is due upon the signing of this Agreement and the second payment of $200,000 is due no later than six months from the date of the signing of this Agreement. The Client also will pay for incidental expenses associated with fulfillment of this Agreement, to include foreign travel, not to exceed twenty-five percent (25%) of the basic fee (i.e., $100,000). All expenses will be documented and full accounting will be submitted with JWI's requests for payment every three (3) months. Payments will be made via wire transfer in U.S. Dollars to the following address:

| | |
|---|---|
| Bank: | First Union National Bank of Washington DC<br>740 15th Street, NW<br>Washington, DC |
| Account Name: | Jefferson Waterman International |
| Account #: | 2030000034400 |
| ABA #: | 054001220 |

97 APR -4 P1:27

1350 New York Avenue, N.W., Suite 700, Washington, DC 20005
Tel (202) 638-1011 Fax (202) 626-8778

(5) In connection with its representation, it is understood that JWI, in certain circumstances, may be required under applicable United States Law to register its representation of the Client with the United States Government and that JWI 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.

U Soe Thwin

By: ( U Soe Thwin )

Date: 13-2-97.

Jefferson Waterman International

By: Samuel M. Hollingsworth

Date: Feb. 13, 1997