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.
JWI L.L.C	4990

3. Name of Foreign Principal
Government of Jamaica

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.

2:35

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

The Registrant will advise the above-named Foreign Principal on economic and commercial matters as they affect the Government of Jamaica's relationship with the United States. In addition, the Registrant will consult from time to time with officals of the Government of the United States, including members of Congress, on issues and potential legislation, whice in the of the Registrat, will be conducive to maintaining and strenghening the bonds of mutual trust and friendship that presently exist between the Government of the United States and the said Foreign Principal.

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

see #7

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.

The Registrant will attempt to persuade the officals of the US government, including members of Congress, to work toward strengthening relations between the United States and the Foreign Princepal, in general, and to pursue legislative goals specifically designed to promote greater ties between Jamaica and the United States in the area of commerce and economic development. Registrant will also communicate, as appropriate, with representatives of the media and private groups to stimulate greater understanding and awareness of developments in Jamaica and US/Jamaica relations.

Date of Exhibit B	Name and Title	Signature
24 July, 1998	Ann Wrobleski COO	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.

RETAINER AGREEMENT

THIS AGREEMENT is made among the **GOVERNMENT OF JAMAICA** (hereinafter referred to as the Government" or "Jamaica"). **GEORGE A. DALLEY, ESQ.,** doing business at 2100 Pennsylvania Avenue, N. W. Washington, DC, 20037, and **JEFFERSON-WATERMAN INTERNATIONAL (JWI, LLC),** located at 1401 K Street, NW, Suite 1000, Washington, DC 20005.

I.

George A. Dalley and Jefferson-Waterman International (JWI LLC) (hereinafter referred to as the "Contracting Parties"), as an essential component of this Agreement to provide government relations advice and counsel, advocacy, and promotional services, shall for the term of this Agreement perform these services, as enumerated herein and in the accompanying Work Plan, and, in consultation with the Permanent Secretary of the Ministry of Industry & Investment, (herein referred to as the "Permanent Secretary"), and Ambassador to the United States, Richard L. Bernal (hereinafter referred to as the "Ambassador"), allocate the work and the resources to be applied to the achievement of the goals enumerated herein.

II.

The Contracting Parties, working with the Embassy of the Government of Jamaica in the United States (hereinafter referred to as the "Embassy") and the Ministry of Industry & Investment in Kingston (hereinafter referred to as the "Ministry") shall render government relations and legislative advice and services to assist the Government in promoting and furthering the mutually beneficial trade and investment relationship existing between Jamaica and the United States. The advice and services provided by the Contracting Parties may include, but not be limited to, working with the Embassy, the Ministry, and other relevant Government entities in:

1. lobbying the United States Government to extend parity of access to the United States market as between Jamaica and Mexico, the United States' partner under the North American Free Trade Agreement ("NAFTA"), through agreement to afford "Caribbean parity" to Caribbean Basin Initiative ("CBI") eligible nations or to grant accession to the NAFTA to eligible CBI trading partners such as Jamaica;

2. educating U.S. policy makers, trade promotion agencies, and representatives of the U.S. business community on Jamaica's attractive investment climate achieved through economic liberalization and reform to encourage private sector-led development and growth, and on specific opportunities for increased U.S. investment in Jamaica;

3. building on the bilateral relationship to promote the forging of stronger commercial linkages between the Jamaican and U.S. business communities;

4. making United States government officials and policymakers fully aware of the economic reforms implemented to improve the bilateral trade and investment relationship;

5. building and sustaining of a widening constituency for Jamaica in the U.S. Administration and the Congress, to be accessed for support on bilateral issues in furtherance of investment promotion; and

6. assisting in the building and growth of a constituency for Jamaica committed to impacting upon policymakers in support of Jamaica's investment promotion agenda in Washington.

The Contracting Parties agree to undertake all such work, advise, and services as required in pursuit of these enumerated goals, under the supervision and direction of the Ambassador and the Permanent Secretary.

III.

The Contracting Parties shall assist in introducing officials of the U.S. Administration, especially those in the Office of the U.S. Trade Representative, the U.S. Department of the Treasury, the U.S. Department of Commerce, the Overseas Private Investment Corporation, and the U.S. Ex-Im Bank to the economic reforms and the new enhanced and liberalized trade regime in Jamaica. The Contracting Parties will also assist in introducing key Members of the Congress to Jamaica's accomplishments in the areas of trade liberalization and economic reform. The Contracting Parties will build working relationships between the relevant United States policy makers and government officials in both the legislative and executive branches, and the Minister of Industry & Investment, the Ambassador, and appropriate staff of the Embassy.

IV.

The Contracting Parties, for each task undertaken upon the request of the Government or the Embassy, will develop and promptly provide the Ambassador a Work Plan in order to ensure that the activities of the Contracting Parties are consistent with, and supportive of, the policies and activities of the Government. Upon request by the Government or the Embassy, the Contracting Parties shall submit a progress report on any task that they undertake no later than 15 days after such a request has been made.

V.

In carrying out the above operations the Contracting Parties, in consultation with the Ambassador and the Permanent Secretary, will utilize their personnel, independent consultants and subcontractors in a manner that devotes the best available resources to

each of the tasks assigned to under this Agreement, and that will best assure the accomplishment of the above stated objectives, consistent with the policies and operating procedures of the Government. Subject to agreement by both the Contracting Parties and the Government, the Contracting Parties may retain consultants as subcontractors for the purpose of performing specialized services that the Contracting Parties do not have the capacity to perform. Payment of any subcontractors retained under this Agreement will be the joint responsibility of the Contracting Parties.

VI.

The Contracting Parties warrant the due performance of all their obligations under the Agreement.

VII.

The Government will pay the Contracting Parties, in United States currency, a fee of US$134,250, which is the equivalent of J$4.9 million Jamaican dollars at an exchange rate of US$1.00 = J$36.50, for the period of one year. Upon the signing of this Agreement, the first payment which comprises half the fee will be paid to the Contracting Parties. The balance will be paid to the Contracting Parties in two equal installments. The second payment will be made on October 8, 1998 while the third payment will be made on January 8, 1999. Each payment will be transferred to a special account operated by the Embassy. George A. Dalley and JWI LLC will each receive one-half (½) of each payment to the Contracting Parties. For their services beyond the scope of work described above, the Contracting Parties and the Government may negotiate increased levels of compensation appropriate to the work requested.

VIII.

This Agreement will become effective April 1, 1998 and will be for one year. It will expire March 31, 1999. It may be renewed by mutual agreement.

IX.

In connection with their representation of the Interests of the Government, it is understood that the Contracting) Parties, and any consultants that may be retained, will be required under the United States law to register their representation of the interests of the Government of Jamaica with the United States Government and that the Contracting Parties, and any subcontractors, will comply with the requirements of the United States law in this connection.

X.

This Agreement shall be governed by the Laws of Jamaica.

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

GOVERNMENT OF JAMAICA

By: _____
Paul Robertson
Minister of Industry & Investment

Date: July 22nd 1998

Holland & Knight, LLP

By: _____
George Dalley

Date: July 22, 1998

JWI, LLC

_____
Ann B. Wrobleski
Chief Operating Officer

Date: July 22, 1998