U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Pursuant 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	2. Registration No.
JWI, LLC.	4990

3. Name of foreign principal	4. Principal address of foreign principal
Expansion Exterior, S.A.	Calle Orense 58 28020 Madrid, Spain

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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
- ☐ Committee
- ☑ Corporation
- ☐ Voluntary group
- ☐ Association
- ☐ Other *(specify)* _____

☐ Individual-State 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.

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

State-owned foreign trade company

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.)*

8(b) Spanish state-owned foreign trade company, owned 70.32%-Spanish Institute of Foreign Trade (ICEX), 11.87% owned by the Sociedad Estatal de Participaeones Industriales (SEPI) (Spanish), 17.81% by Banco Bilbao Vizcaya Argentaria (Spanish)

ICEX is an agency of the Spanish Ministry of Economy through the Secretary of State for Trade & Tourism.

SEPI is an agency of the Spanish Ministry of Finance.

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.

Date of Exhibit A	Name and Title	Signature
13 JUNE 2003	SAMUEL H. WYMAN COO	Samuel H. Wyman

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.

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1. Name of Registrant	2. Registration No.
JWI, LLC.	4990

3. Name of Foreign Principal

Expansion Exterior, S.A.

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.

Represent foreign principals to US government agencies and private companies participating in reconstruction and development programs.

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

Facilitate interaction by selected Spanish companies with US government agencies and private companies engaged in reconstruction and development programs.

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.

Date of Exhibit B	Name and Title	Signature
13 JUNE 2003	SAMUEL H. WYMAN COO	Samuel H. Wyman

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.

AGREEMENT FOR STRATEGIC
COMMERCIAL CONSULTANCY SERVICES

BETWEEN: **EXPANSION EXTERIOR, S.A.**

and

JEFFERSON WATERMAN INTERNATIONAL

FOR: **ASSISTANCE TO SPANISH COMPANIES TO PARTICIPATE IN CAPITAL CONSTRUCTION AND INFRASTRUCTURE DEVELOPMENT PROJECTS IN VARIOUS MIDDLE EAST COUNTRIES**

2003 JUN 16 AM 11:56
CRM/ISS/REGISTRATION UNIT

STRATEGIC COMMERCIAL CONSULTANCY SERVICES AGREEMENT

This agreement is made in Madrid on the, 9th of May 2.003

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CRM/ISS/REGISTRATION UNIT

BETWEEN

THE FIRST PARTY –, Mr. FERNANDO BEDOYA AYUSO and **Mr. ADOLFO LLOPART DE SIERRA** of Spanish Nationality, domiciled to these effects in Madrid, Calle Orense no. 58, with Identity Card Number 1.381.779-P and 14.861.813-H respectively.

THE OTHER PARTY- Mr. SAMUEL H. WYMAN, with Security Social number 005343813, of USA nationality, domiciled to these effects in Washington DC 20005, 1401 K. Street NW, Suite 400.

The firsts on behalf of **EXPANSION EXTERIOR, S.A.,** (hereinafter **EXPANSION EXTERIOR**) with registered address in Madrid, Calle Orense 58, with Fiscal Identification Number A-81774473; corporate by Public Deed authorized by the Notary of Madrid, Mr. Miguel Ruiz Gallardón, on the 1st of July of 1997,with No. 1.102 of his Protocol. Entered into the Mercantile Register of Madrid, the 18th September of 1997, in Volume 12.382, Folio 136, Section 8, Sheet M-196771, 1st entry.

They intervene by virtue the power of attorney which, as they affirm, was conferred on them by means of Public Deed authorised by the Madrid Notary Mr. José A. Escartín Ipiens, on 31st May 2002, with No. 2.014 of his protocol, with Tax Identification Number. A-81774473. Filed with the Companies Register of Madrid on 25th June 2002, in to Volume 12.382, Folio 172, Section 8, Sheet M-196.771, 30th entry.

The second on behalf of **JWI, LLC**, acting under the brand of **JEFFERSON WATERMAN INTERNATIONAL,** (hereinafter **JWI**) a Delaware, USA corporation, with Employer Identification Number (**EIN**) 522062129 legally incorporated on the 31st of October 1977, in Delaware, USA, under the laws of Delaware.

Acts of behalf of JWI in his capacity as Chief Operating Officer, with enough powers of attorney to execute agreements on behalf and in the name of JWI.

Both parties declare that their powers have not been revoked, suspended, nor limited and in the capacity with which they act, reciprocally recognize sufficient legal capacity for the execution of this contract and to that effect they

DECLARE

I. That **EXPANSION EXTERIOR** is a state owned company whose social object consist, among others, to support the exports of Spanish companies through the provision of commercial intermediation services and specialized consultancy services both in foreign trade and financing matters related to foreign trade deals.

II. That **EXPANSION EXTERIOR** is interested in carrying out its commercial activity in Middle East Countries, putting at the service of Spanish companies its capacity to detect business opportunities to be financed by USA funds.

III. That **JWI** is a multinational organization based in Washington DC, specialized in serving companies that seek business opportunities beyond their borders by advising them both on financial resources and reliable contractor availability.

IV. That **JWI** and **EXPANSION EXTERIOR** are interested in cooperating together in order to pursue business opportunities for Spanish companies related to capital construction and infrastructure development projects to be funded by the USA in certain Middle Eastern countries.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLES

FIRST: SCOPE OF WORK

1.1. **JWI** will provide on an exclusive basis the following services to **EXPANSION EXTERIOR** to assist the latter in promoting the participation of Spanish Companies in capital construction and infrastructure development projects to be funded by the USA in Middle Eastern countries jointly selected, to be agreed and incorporated to this **Agreement** by means of signed Addenda.

a. Review the objectives and capabilities of the Spanish Companies represented by **EXPANSION EXTERIOR**, in order to link them effectively to as many specific project opportunities as possible;

07

b. Monitor and engage the organizations and individuals managing the U.S. Government's capital construction and infrastructure development projects in the selected countries;

c. Engage the prime U.S. project management companies to promote Spanish company involvement and create new associations for Spanish companies. In this aspect, **JWI** will :

- Facilitate the contact with potential clients organizing the interviews and necessary meetings.
- Coordinate the communications between Spanish Companies and the clients.
- Assistance during the phase of prequalification or invitation for bidding, if applicable
- Collaboration in the preparation of the technical and commercial offers.
- Follow-up the negotiation process until the contracts are awarded.
- Advice during the negotiation and execution phase of the contracts.
- Supervision of the fulfilment of the conditions precedent agreed upon until the entry into force of the contracts.
- Coordination and organization of the activities in the USA of **EXPANSION EXTERIOR** or Spanish companies in connection with the business opportunities designated by **JWI**.
- Facilitate the contact with local, public or private credit organizations and/or with the competent economic and financial entities.
- Collaborate in the resolution of incidents that might arise during the performance of the Commercial Contracts executed, under the frame of this **Agreement**.

d. Inventory and build on relationships that already exist between Spanish businesses and leading American corporations and other agencies of the US Government.

1.2. In the performance of its services, **JWI** shall act in good faith and loyally, at all times watching over the interests of **EXPANSION EXTERIOR** and the Spanish companies represented by the latter.

1.3. Moreover, **JWI** will render its services with due diligence on behalf of **EXPANSION EXTERIOR** and independently of it, without this implying that **JWI** holds any power of commitment for the Spanish companies or **EXPANSION EXTERIOR** before third parties.

1.4. **JWI** undertakes not to engage in any practices that might be qualified as influence trafficking or corruption, considered illegal or illicit, according to Spanish laws in force or any other applicable to **JWI** or to any other commercial contract that could take place within the frame of this agreement.

SECOND: INFORMATION

Both parties are committed to keep each other loyally and adequately informed on any matter, event, fact or incidence that could be relevant or of interest and related to the offers, to be submitted by Spanish Companies, the contracts or its implementation.

THIRD: FEES

3.1. For its services, **EXPANSION EXTERIOR** will pay **JWI**, in advance, a flat monthly retainer fee of US Dollars twelve thousand (12.000 US $). Should the scope of work of JWI for **EXPANSION EXTERIOR** change during the term of this contract, both parties will have the option to renegotiate the monthly retainer in good faith.
An invoice for the monthly retainer will be submitted monthly and shall be payable upon receipt by **EXPANSION EXTERIOR. JWI** will have the right to suspend all work on **EXPANSION EXTERIOR**'s account in the event that any invoice remains outstanding for a period of more than thirty (30) days.

3.2. For the services to be rendered by virtue of this Contract, **EXPANSION EXTERIOR** shall pay **JWI**, in concept of success fee, a two (2%) per cent of the total price of each Commercial Contract to be signed by Spanish Companies with USA private Companies or Public entities, as a result of JWI's efforts.

3.3. The success fee will be payable pro rata to the amount of the fees collected by **EXPANSION EXTERIOR** from the Spanish Companies, in the same currency, within fifteen (15) working days following the date of **EXPANSION EXTERIOR**'s fees collection. All payments shall be made upon the presentation of the corresponding invoices.

3.4. The remuneration will be paid when and only if the following two conditions are fulfilled:

- that the commercial contract to be signed by the Spanish Companies and the corresponding credit agreements or payment instruments which will cover its financing or payment have come into force.

- that **EXPANSION EXTERIOR** receives in its bank accounts the fee for its services agreed upon with the Spanish Companies in the Services Contract signed between them.

3.5. For payment of the fees agreed, **JWI** will have to deliver to **EXPANSION EXTERIOR** the following documents:

- Incorporation deed and articles of incorporation of **JWI** or equivalent legal document, that evidences the valid existence of the company, in accordance to its legislation.

- Powers of the signatory to this Agreement on behalf of **JWI**

- Official documentation proving the place of tax residence of **JWI**, which cannot be in a country considered as a tax heaven country.

- All the invoices will have to include the Employer Identification Number of **JWI**.

3.6. Payment by **EXPANSION EXTERIOR** will be subject to the condition precedent of submission of the documents referred to above.

3.7. If these documents are not received together with the first invoice, or if any of the invoices submitted thereafter does not include the Employer Identification Number of **JWI, EXPANSION EXTERIOR** will not be obliged to effect the payment until any of the conditions are fulfil.

3.8. Payment will be made by check or by bank transfer to:

The Adams National Bank
1627 K St, NW
Washington, DC 20006
Telf.: 202-466-4090
Fax: 202-835-3871

Account number: 0030775001
Account name: **JWI, L.L.C.**
1401 K St, NW – Suite 400
Washington, DC 20005
ABA/Swift no. 054001314

FOURTH: EXPENSES AND COSTS

Each party will be responsible for its own expenses. **JWI** will not be entitled to claim any amount in this concept to **EXPANSION EXTERIOR.**

FIFTH: CONFIDENTIALITY

For the term of this agreement, **EXPANSION EXTERIOR** and **JWI** shall treat as confidential, and use for internal evaluation and decision-making purposes only and not disclose or otherwise provide, in whole or in part, to any third party without prior written approval of the other party, any and all information, written or verbal, that is disclosed to each other and designated by the other party as being Proprietary Information to them, except in the case of a Court order or other official demand, which neither party can decline.

SIXTH: NON-CIRCUMVENTION

For the term of this agreement, **EXPANSION EXTERIOR** and **JWI** shall not use the Proprietary Information of the other party to circumvent and/or compete, directly or indirectly, with the other party, or establish agreements or arrangements with any third party(s) for the purpose of circumventing and competing with the other party, or take any other action that would result in circumvention and competition based on such Proprietary Information or, otherwise, serve, to undermine the letter and intent of this agreement.

SEVENTH: **TERM**

This Agreement shall extend through a period of six months. Thereafter, the contract will be renewed automatically for additional periods of six months until either party gives ninety (90) days advance written notice of its desire to terminate or modify this Agreement.

EIGHT: **TERMINATION**

8.1. Either of the parties shall be able to regard this **Agreement** as terminated after prior written notice given to the other Party in the following events:

a) when the other party commits a breach, in whole or in part, of its essential legal obligations or of the obligations established herein,

b) when the other party has been declared to be in a state of bankruptcy, or when its application for receivership or dissolution or liquidation has been accepted for processing.

8.2. In such events, the concerned party shall notify the other party by written certified means of the termination of the **Agreement** and the reason for such, and the **Agreement** shall be regarded as terminated once the other party has received that notice. Nevertheless, the rights of each of the contracting parties prior to the cancellation shall remain in force even after termination.

NINTH: **NULLITY**

If any clause in this **Agreement** is considered to be partially or wholly null and void this shall not affect the validity of the remaining clauses and shall be substituted by another that being valid respect at maximum the initial will and intention of the parties.

TENTH: **ARBITRATION**

10.1. The parties expressly acknowledge the mercantile nature of the relations between them arising from this Agreement.

10.2. The parties hereto agree that any dispute, discrepancy, conflict, question or claim resulting from the performance or interpretation of this Agreement, which cannot be settled amicably between them within a period of one (1) month, shall be resolved definitively by means of arbitration under the auspices of the Spanish Court of Arbitration of Madrid, ascribed to the Superior Council of Chambers, which is entrusted with administrating the arbitration and appointing the arbitrators, who shall be odd in number, in accordance with its Regulations and Statutes. The arbitration procedure shall accord with the Process Regulations of the Court and with Act 36/1988 of 5 December.

10.3. The parties likewise set forth their agreement to honour the resolutions and award rendered and to consider them final and binding.

ELEVENTH: NOTICES

11.1. Notices and communications that are to be made as a consequence of this Agreement shall be made in writing and be sent by e-mail, fax or any other means that permit a record to be had of its sending and its reception by the addressee.

11.2. For these purposes, the parties state the following as their addresses:

Jefferson Waterman International
1401 K Street NW
Suite 400
Washington DC 20005
USA
Att: Samuel H. Wyman

Telephone: + 1202 216 22 00
Fax: + 1202 216 29 99
e-mail: swyman@jwidc.com

EXPANSION EXTERIOR, S.A.
Calle Orense, 58
28020 Madrid
Att. Adolfo Llopart

Telephone: 34 91-597 39 09
Fax: 34 91-597 04 36
e-mail: expansionexterior@e-exterior.com

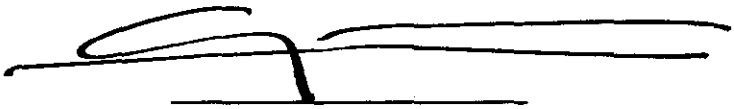
11.3 All notices made to the addresses stated herein shall be deemed valid unless such addresses are modified. Any change of address of either of the parties must be communicated to the other party in writing immediately. Until such communication is made, communications made to the above addresses shall be considered valid and binding.

TWELVE: RELATION AS INDEPENDENT CONTRACTOR

In this Contract, **JWI** and its employees are regarded as an independent contractor, co-operating with **EXPANSION EXTERIOR** in its commercial activities. JWI shall not be considered an Agent of **EXPANSION EXTERIOR** in the sense set forth by the Spanish Law of Agency, nor shall it represent the latter, nor does it have any right, power or capacity for entering into any contract or for taking on any obligation, be it express or implicit, in the name of, or on behalf of, and/or in whatsoever manner, that might involve **EXPANSION EXTERIOR** or The Spanish Companies represented by it, nor for accepting any payment or accepting notice of service of court summonses on behalf of **EXPANSION EXTERIOR.**

In witness whereof, this Agreement is signed in two original counter parts in the place and on the date first above written.

EXPANSION EXTERIOR, S.A.

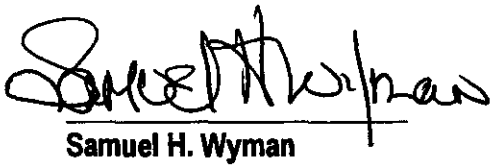


Fernando BEDOYA AYUSO
Chairman



Adolfo LLOPART DE SIERRA
General Manager

JEFFERSON WATERMAN INTERNATIONAL



Samuel H. Wyman
Chief Operating Officer

ADDENDUM "A"

Attached to and made part of the Agreement for Strategic Commercial Consultancy Services made as of the 9th day of May 2003, by and between **EXPANSION EXTERIOR, S.A.**, and **JEFFERSON WATERMAN INTERNATIONAL**, this Addendum identifies the firstly selected Middle Eastern country wherein JEFFERSON WATERMAN INTERNATIONAL will assist EXPANSION EXTERIOR in promoting the participation of Spanish companies in capital construction and infrastructure development projects to be funded by the USA.

COUNTRY

IRAQ

2003 JUN 16 AM 11:56
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EXPANSION EXTERIOR, S.A.

Fernando BEDOYA AYUSO
Chairman

Adolfo LLOPART DE SIERRA
General Manager

JEFFERSON WATERMAN INTERNATIONAL

Samuel H. Wyman
Chief Operating Officer

Madrid, 21st of May , 2003