

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:

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.)*

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

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
March 13, 2013	Samuel H. Wyman, Executive Vice President	/s/ Samuel H. Wyman eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

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. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. 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 in print and online at: <http://www.fara.gov>.

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, Counterespionage Section, National Security 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 JWI, LLC (dba Jefferson Waterman International) 1401 K Street NW, Suite 400, Washington, DC 20005	2. Registration No. 4990
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3. Name of Foreign Principal

Sudanese Justice and Equality Movement

Check Appropriate Box:

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.
The registrant agrees to provide public relations and advocacy services to the foreign principal.

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

Registrant may provide advocacy services on behalf of the foreign principal with respect to the US Government, media, academic or think tank institutions, or other influential bodies in Washington.

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.

Some of the registrant's activities may include contact with the US Government as well as public relations efforts. As of the date of this filing the registrant has not undertaken political or advocacy activities on behalf of the foreign principal. The signed contract was received from the foreign principal on March 8, 2013.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief:

Date of Exhibit B	Name and Title	Signature
March 13, 2013	Samuel H. Wyman, Executive Vice President	/s/ Samuel H. Wyman eSigned

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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.



JEFFERSON WATERMAN
INTERNATIONAL

MEMORANDUM OF UNDERSTANDING

The parties to this Memorandum of Understanding ("MoU") are JWI, LLC, a Delaware Corporation doing business as Jefferson Waterman International, having an office at Washington, DC ("JWI") and Dr. El-Tahir El-Baki of the Justice and Equality Movement ("JEM").

This MoU establishes conditions for cooperation between the parties for an advisory, public relations, and investment promotion relationship to support the political aspirations of the JEM in Sudan.

Roles and Responsibilities of Jefferson Waterman International

JWI will plan and execute a public affairs program that consists of five main parts:

1. Craft a public relations campaign to target the United States;
2. Craft a public relations campaign to target the international community;
3. Ensure that these two public relations campaigns support, but do not conflict with each other;
4. Communicate JEM's message to the United States Government, including the State Department, Department of Defense, the intelligence community, and the Congress;
5. Support JEM in promoting investment and finding financial resources.

Roles and Responsibilities of the Justice and Equality Movement

The JEM will pay to JWI \$5,000 as a good faith down payment by February 1st, 2013.

After an initial period of three months the fee for JWI's services will be a retainer of \$20,000 per month, to begin on May 1st, 2013. This retainer will be retroactively paid by February 1st, 2013.

All expenses incurred by JWI for this project will be paid by JEM, subject to prior approval by JEM.

Terms of the Agreement

This agreement shall remain in force until it is voided by mutual consent of the Parties or it is replaced by another agreement.

Upon JEM's successful accomplishment of its short-term goal of achieving political power in Sudan, this agreement will transition to a long-term relationship, whereby (1) JWI will be

Jefferson Waterman International, LLC is a registered lobbyist and political action committee in the State of Delaware. It is not affiliated with Jefferson Waterman.

exclusively responsible for representing in Washington, DC, the JEM government in Khartoum, (2) JWI will assist JEM in finding American and international investors, for which JWI would receive a success fee.

Miscellaneous Terms and Conditions

Amendment. This Agreement may be amended or modified at any time and in any manner only by an instrument in writing executed by the parties hereto.

Exclusivity. JEM agrees that Jefferson Waterman International is solely responsible for managing JEM's public affairs efforts and programs in the United States.

Communications. JWI will communicate with JEM via secure means.

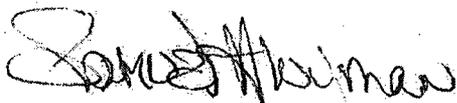
Confidentiality. The parties each covenant and agree that, except as consented to by the Parties, neither they nor any of their respective officers, directors, employees, agents or representatives will disclose any confidential information of the other to any third party, except (i) as required by law or regulation (including applicable securities regulations) or (ii) to a party's accountants, lawyers, employees, investors, bankers, advisors and representatives in connection with evaluating whether to proceed with negotiating and closing a business agreement.

Non-Circumvention. For the term of this agreement, the parties 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.

Agreement

Payment of \$5,000 will be paid into the following JWI account by February 1st, 2013.

[REDACTED]
[REDACTED]
[REDACTED]
Account Number: [REDACTED]
Account Name: [REDACTED]
ABA/SWIFT Number: [REDACTED]



Sam Wynian
Executive Vice President
and COO
JWI



Dr. El-Faki El-Faki
Speaker of the
Legislative Assembly
JEM