

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 General 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, LLC d/b/a THE JEFFERSON GROUP, INC.	EMBASSY OF THE REPUBLIC OF KOREA 4990

Check Appropriate Boxes:

- 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.
- 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.
- 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 relations services to assist the Embassy in promoting and strengthening the bilateral relationship between the United States and the Republic of Korea. Services rendered by Registrant will include providing advice and other assistance as appropriate.

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

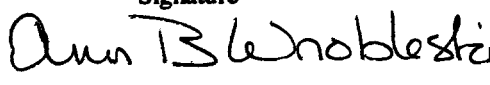
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6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹

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.

Registrant will provide Foreign Principal with advice and analyses regarding the activities of the U.S. Government, including Congress and the Executive Branch. Registrant will also monitor developments within the U.S. Government and the U.S. public which impact, or may impact upon, U.S./Korea bilateral relations in areas such as trade and defense cooperation.

Date of Exhibit B	Name and Title	Signature
	Ann B. Wroblewski, President Jefferson Waterman Int'l, LLC	

¹Political 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.



RETAINER AGREEMENT

This Agreement is made between the Embassy of the Republic of Korea in Washington ("the Embassy") and the firm of The Jefferson Group ("the Firm"), Washington, D.C.

(1) The Embassy and the Firm have agreed that the Firm shall render government relations services to assist the Embassy in promoting and strengthening the Republic of Korea's relations with the United States and, in general, providing such other appropriate advice and assistance as will serve to achieve these purposes.

(2) The Firm will provide promptly a working plan to the Embassy in order that the Firm's assistance may be supportive of the activities of the appropriate entities of the Embassy.

(3) In carrying out the above operations, the Firm 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 above objectives consistent with the policies and operating procedures of the Embassy.

(4) The term of the Agreement is for a twelve-month period from January 1, 1996 through December 31, 1996 and will be extended annually upon the written agreement of both parties.

(5) The Embassy will pay the Firm, in quarterly installments, a fee of one hundred-sixty thousand dollars (\$160,000) for the period of twelve months, inclusive of all charges and expenses with the exception of international travel expenses. The Firm will invoice the Embassy in arrears, at quarterly intervals. Invoices will be sent March 1, June 1, September 1, and December 1, of 1996, due and payable at the end of each of these months.

(6) 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 Embassy with the United States Government and that the Firm will comply with all requirements of the United States Law in this connection.

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In witness whereof, the parties have caused this agreement to be executed by their duly authorized representatives on the dates written below.

The Embassy of the
Republic of Korea

By: Jai Ryong Jang

Date: Jan. 3, 1996

The Jefferson Group

By: Charles E. Patton

December 19, 1995