

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, DC. 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.

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 JWI LLC dba Jefferson Waterman International 1401 K Street NW Suite 400 Washington, DC 20005		2. Registration No. 4990
3. Name of foreign principal International Bank of Azerbaijan	4. Principal address of foreign principal 67 Nizami Street Baku AZ1005 Azerbaijan Republic	

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CRIMINAL DIVISION REGISTRATION UNIT

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 _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.
N/A
- b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

- a) Principal address.
N/A
- 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

Banking, finance, other related activities

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

The Ministry of Finance of the Republic of Azerbaijan owns 51 percent of the shares of the International Bank of Azerbaijan.

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

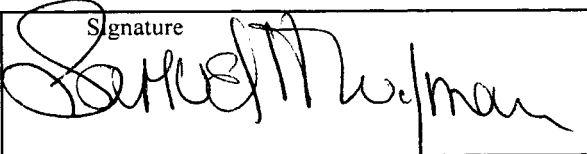
Date of Exhibit A March 6, 2006	Name and Title Samuel H. Wyman, Chief Operating Officer	Signature 
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Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

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. 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.

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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 JWI LLC dba Jefferson Waterman International 1401 K Street NW Suite 400 Washington, DC 20005	2. Registration No. 4990
3. Name of Foreign Principal International Bank of Azerbaijan	

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.

The registrant is to represent the interests of the Foreign Principal for one year.


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

Fax and e-mail; media relations; outreach to the private sector; consultations with members of the Executive Branch and US Congress, as appropriate.

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.

Registrant will assist the client in developing relations with American institutions, financial and otherwise, helpful to the promotion of its activities.

Date of Exhibit B	Name and Title	Signature
March 6, 2006	Samuel H. Wyman, Chief Operating Officer	

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.

CONTRACT

This Contract is made between International Bank of Azerbaijan (hereinafter referred to as "IBA") and JWI, L.L.C. doing business as Jefferson Waterman International (hereinafter referred to as "JWI").

IBA and JWI have agreed that JWI will provide services to IBA as enumerated in the Scope of Work attached to this Contract.

IBA will pay to JWI, in advance, a monthly fee of \$ 25,000.00 (Twenty Five Thousand U.S. Dollars) for services to be rendered to IBA in implementation of the Scope of Work attached to this Contract.

In addition, IBA will reimburse JWI for all reasonable expenses incurred in the performance of its activities under this Contract. Reasonable expenses will include travel (Business Class) and accommodation, domestic and international long distance communications (telephone, facsimile and postage) and (with prior approval) extraordinary costs for materials and services.

An invoice for the monthly retainer and reasonable expenses incurred on behalf of IBA will be submitted monthly by JWI and shall be payable upon receipt by IBA. JWI will have the right to suspend all work on IBA's account in the event that any invoice remains outstanding for more than thirty (30) days.

IBA will make payments to JWI by wire transfer as follows:

Bank Account: The Adams National Bank
Address: 1501 K St, NW
Washington, DC 20005 USA
Tel: 202-466-4090
Fax: 202 835-3871
Account Number: [REDACTED]
Account Name: JWI, L.L.C.
1401 K St., NW - Suite 400

Washington, DC, 20005

ABA/Swift Number: [REDACTED]

JWI and IBA acknowledge their responsibility, both during and after the term of this Contract, to use all reasonable efforts to preserve the confidentiality of any pertinent proprietary information or data developed or disclosed by either or both JWI and IBA during the term of this Contract. JWI,

Coordinator at JWI for this Contract, and IBA's point of contact at JWI, is Mr. Sam Wyman (office tel: +202-216-2246; mobile: +202-361-3167).

This Contract is effective 15 February 2006 and will extend through 14 February 2007. Thereafter, the Contract will continue indefinitely until either party gives ninety (90) days advance written notice of its desire to terminate or modify the Contract.

This Contract represents the entire Agreement between IBA and JWI and is subject to the law of the District of Columbia, USA. Amendments to this Contract may only be in writing and signed by both IBA and JWI.

AGREED:

FOR: INTERNATIONAL BANK OF AZERBAIJAN

By: [Signature]

(Name) Vagif Y. Akbarov

(Date) _____

FOR: JEFFERSON WATERMAN INTERNATIONAL

By: [Signature]

(Name): Samuel H. Wyman

(Date): 8 February 2006

[Handwritten initials]

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Amendment to the Contract dated 8 February 2006


This Amendment is made to the Contract between The International Bank of Azerbaijan (hereinafter referred to as "IBA") and JWI, LLC. doing business as Jefferson Waterman International (hereinafter referred to as "JWI").

IBA and the JWI have agreed on the following:


If in accordance with requirement of Azerbaijan Legislation, IBA withholds withholding taxes at the source of payment, then total amount of compensation to JWI should be increased by the amount deducted taxes.

Signature of the parties:

FOR: The International Bank of Azerbaijan

By: 
(Name): Vagif Y. Akbarov
(Date): 27. 02. 2006

FOR: Jefferson Waterman International

By: 
(Name): Samuel H. Wyman
(Date): 29 February 2006