

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 Brown Lloyd James	2. Registration No. 5875
3. Name of Foreign Principal China-U.S. Exchange Foundation	

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.

We have undertaken a representation of the China-U.S. Exchange Foundation in order to assist with a media and public opinion campaign to promote strategic dialogue between the two countries on issues such as the environment, energy, business and security. For this representation, we are to be paid a fee of \$20,000 per month.

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

Brown Lloyd James will provide services for the China-U.S. Exchange Foundation to promote its interests in the U.S., including expanding third-party supporters, generating media placements, arranging visits for delegations to China, and supporting CUSEF activity within the U.S.

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.

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
July 27, 2011	Michael Holtzman, President	/s/ Michael Holtzman 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.

Brown Lloyd James

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January 1, 2011

Mr. Alan Wong
China-United States Exchange Foundation
15/F Shun Ho Tower,
24-30 Ice House Street,
Central, Hong Kong

Dear Mr. Alan Wong,

This letter agreement ("Agreement") sets forth the terms and conditions under which Brown Lloyd James ("Agency") agrees to provide public relations and related consulting services to China-United States Exchange Foundation ("Client") effective as of January 1, 2011 (the "Effective Date").

1. Services

- a. Agency shall provide a broad range of public relations services in the U.S., including but not limited to defending and promoting China and the key strategic areas in the China-U.S. relationship in the media, and expanding awareness of the Foundation.
- b. Agency will not bind Client in any way to any third party without obtaining Client's express written consent, except that Agency may incur certain Expenses (as hereinafter defined) without Client's advance approval in accordance with the terms of Section 2.b. hereof

2. Compensation and Expenses

For the provision of Services by the Agency and outlays on your behalf, the Client agrees to pay the Agency compensation as follows:

- a. Retainer: Client shall pay Agency a flat fee (the "Fee") of \$20,000 per month. Payment is due on the first of each month.
- b. Expenses: Client shall reimburse Agency for Agency's reasonable, actual out-of-pocket expenditures upon Client's receipt of itemization thereof with respect to media luncheons, travel, trademark search reports, sales tax, freight shipping, mail, telephone, facsimiles, messenger and courier services (each, an "Expense"); provided, however, that Agency must obtain Client's advance approval of any individual Expense exceeding \$500.00. All expenses must be expended directly in connection with the Agency's services to the Client as set forth in this Agreement. All other expenses (including, without limitation, media costs and vendor charges) must be pre-approved in writing by Client.

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- c. **Additional Projects:** For any projects we mutually agree upon that are beyond the scope of this Agreement, we will provide estimates that would require Client's prior written approval, provided that this Agreement has not been terminated.

3. Term:

- a. This Agreement is effective for 12 months starting from January 1, 2011 and ending on December 31, 2011. The Client however shall have the right to determine this Agreement without cost or compensation to the Agency any time after the first six months by giving one (1) month's notice to the Agency. Upon expiration of the said one month's notice this Agreement shall be terminated and provided that the Client has paid the monthly fee and the Agency has performed the Services up to the date of termination, neither party shall be liable to each other for any cost or compensation under this Agreement.
- b. Upon termination, any materials or services Agency has committed to purchase for Client, with Client's advance written approval, shall be paid for by Client and Agency shall receive applicable compensation as outlined herein for Services rendered through the date of termination. Upon termination, Agency shall return to Client all Client property and Client materials in Agency's possession or control.

4. Confidentiality

Agency shall ensure that information or materials disclosed to or otherwise accessed by Agency hereunder that (a) Client specifically identifies as proprietary or confidential information, or (b) given the nature of such information or the circumstances surrounding its disclosure, reasonably should be construed as confidential (collectively, "Confidential Information") is not disclosed to any third party or used by Agency for any purpose other than as specifically authorized hereunder. Confidential Information does not include information known to Agency prior to disclosure by Client, information that is publicly known or information available from or disclosed by a third party not bound in a confidential relationship with Client. Agency shall inform Client of all requests for or inquiries into Client's Confidential Information by third parties and shall only provide same when legally obliged to do so after notice to Client. In the course of performing the Services, Agency may disclose Confidential Information as Client shall have approved for disclosure.

5. Entire Agreement; Severability

This Agreement constitutes the parties' entire understanding of the matters set forth herein and supersedes any prior understanding or agreement. This Agreement may only be modified in a writing signed by the parties hereto. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

6. Laws Governing the Agreement

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This Agreement shall be governed by the laws of Hong Kong Special Administrative Region and the parties shall submit to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region.

If the above meets with your approval, kindly indicate your consent by signing both enclosed originals of this letter where indicated, return one to us and retain the other for your files. Please enclose payment of \$20,000 (TWENTY THOUSAND US DOLLARS) representing first months' payment.

Wire transfer should be sent to:

City National Bank, 400 Park Avenue, 20th Floor New York, NY 10022

Account Name: Brown Lloyd James

Account No. [REDACTED]

Routing No. [REDACTED]

SWIFT: [REDACTED]

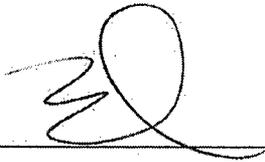
Very truly yours,

ACCEPTED & AGREED

For and on behalf of
Brown Lloyd James LTD

For and on behalf of
China - U.S. Exchange Foundation

By: 

By: 

Name (Print): Peter Brown

Name (Print): Alan Wong

Title: President & CEO

Title: Executive Director

Date: 12-12-10

Date: Jan. 18, 11