

U.S. Department of Justice

Washington, DC 20530

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

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents 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 1.5 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
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- To correct a deficiency in
- Initial Statement
- Supplemental Statement for the period ending _____
- Other purpose (*specify*) _____
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Hassan Tatanaki -- Challenger Limited: Amended Exhibit B
Socialist People's Libyan Arab Jamahiriya: Exhibit A & B

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

We are providing a revised Exhibit B for Hassan Tatanaki -- Challenger Limited, and a new Exhibit A and B for Socialist People's Libyan Arab Jamahiriya to clarify our relationship and scope of work as originally stated in Hassan Tatanaki -- Challenger Limited: Exhibit B. These new filings will address the work detailed in the original document filed on 7/14/2011 and correctly separate it to their respective clients.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

August 17, 2011

/s/ Peter Brown

eSigned

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

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Exhibit A to Registration Statement

Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by 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 this 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 .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, 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.

<p>1. Name and Address of Registrant Brown Lloyd James 250 West 57th Street, Suite 1311 New York, NY 10107</p>	<p>2. Registration No. 5875</p>
<p>3. Name of Foreign Principal Socialist People's Libyan Arab Jamahiriya</p>	<p>4. Principal Address of Foreign Principal Permanent Mission of Socialist People's Libyan Arab Jamahiriya to the United Nations 309-315 E. 48th Street New York, NY 10017</p>

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
Ministry of Foreign Affairs
- b) Name and title of official with whom registrant deals
Ambassador Ali Aujali

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.

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.)*

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.

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
August 17, 2011	Peter Brown, CEO	/s/ Peter Brown 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

Brown Lloyd James

2. Registration No.

5875

3. Name of Foreign Principal

Hassan Tatanaki, Challenger Limited

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.

Written and signed letter of agreement attached.

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

We disseminated written materials on behalf of Challenger Limited. Under the direction of Hassan Tatanaki, we assisted Libyan nationals in their efforts to reach out to the international community, including to the U.S. political and academic communities. We accomplished this through editing and distributing material to our media contacts as well as making helping to coordinate introductions to various individuals.

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.

Under the direction of Hassan Tatanaki, we assisted Libyan nationals in their efforts to reach out to the international political community, including to the U.S. political and university community. We accomplished this through editing and distributing material to our media contacts as well as making helping to coordinate introductions to various individuals. We did not advise on the content or delivery of these speeches. The scope of our work included assisting the Libyan nationals deepen its ties to the U.S. and international political communities by assisting Saif Qaddafi's initial efforts to organize student exchange programs and university research programs with Libya.

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
August 17, 2011	Peter Brown, CEO	/s/ Peter Brown

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

NEW YORK WASHINGTON LONDON DOHA

January 15, 2008

Mr. Hassan Tatanaki
Challenger Limited
Challenger Building
1 El-Moshier Ahmed Ismail St.
Heliopolis 11361
Cairo
Egypt

2008 JUN 17 AM 9:31
CRM/CES/REGISTRATION UNIT

Dear Mr. Tatanaki,

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 you ("Client") effective as of January 15, 2008 (the "Effective Date").

1. Services

- a. Agency shall provide a broad range of public relations services to include special events, media relations, media training, exhibitions, advertising, and other activities.

All services provided by Agency hereunder are collectively referred to herein as the "Services."

- 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 our services and outlays on your behalf, you agree to pay us compensation as follows:

- a. Retainer: Client shall pay Agency a flat fee (the "Fee") of \$35,000 per month. Payment is due on the 1st 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.
- 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 contract has not been terminated.

Brown Lloyd James

NEW YORK WASHINGTON LONDON Doha

3. Term:

a. This Agreement is effective on a twelve-month basis. It may be terminated by either party with 1 month notice.

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.

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 send payment of \$70,000 (SEVENTY THOUSAND DOLLARS) representing first and last month payment, via wire transfer:

North Fork Bank: 101 West 57th Street New York, NY 10019 (212.956.2075 Phone)
(212.956.2085 Fax)

Account name: Brown Lloyd James

Account number: [REDACTED]

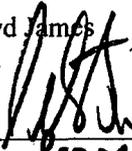
Wire Transfer Number [REDACTED]

Brown Lloyd James

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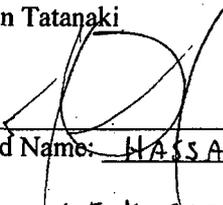
Very truly yours,

Brown Lloyd James

By: 
Printed Name: Peter Brown
Title: President & C.E.O.
Address: 250. W. 57th St NYC
Date: 27.3.08

ACCEPTED & AGREED

Hassan Tatanaki

By: 
Printed Name: HASSAN TATANAKI
Address: 1 EL MOSHIER AHMED, HELIOPOLIS
Date: 7 MARCH 08