

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

Kingdom of Morocco (via Gerson Global Strategic Advisors)

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.

Attached is the new letter of agreement.

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 Gerson Global Strategic Advisors in support of the Kingdom of Morocco, including comprehensive public affairs, media, online blogging advice, and work to disseminate messages and information to a variety of audiences in the United States relating to Morocco's social, political, and economic development. Gerson will serve as a strategic advisor to the Ministry of Foreign Affairs of Kingdom of Morocco to oversee and supervise activities in the United States as shall be deemed necessary or appropriate to enhance Morocco's vital interests.

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.

BLJ will provide services for Gerson Global Strategic Advisors in support of the Kingdom of Morocco, including comprehensive public affairs, media, online blogging advice, and work to disseminate messages and information to a variety of audiences in the United States relating to Morocco's social, political, and economic development.

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
September 06, 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 HO CHI MINH CITY

May 1, 2011

Mr. David Ziegler, CFO
Gerson Global Strategic Advisors LLC
70 East 55th Street
21st Floor
New York, NY 10022

Dear Mr. Ziegler:

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 Gerson Global Strategic Advisors LLC ("Client") effective as of May 1, 2011 (the "Effective Date").

1. Services

- a. Agency shall provide a broad range of public relations as outlined below. All services provided by Agency hereunder are collectively referred to herein as the "Services."
- b. Services provided by agency shall include comprehensive public affairs, media, and online blogging advice and work to disseminate messages and information to a variety of audiences in the United States relating to Morocco's social, political, and economic development.
- c. 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 \$ 25,000 (TWENTY-FIVE THOUSAND U.S. DOLLARS) per month. Payment is due on the 1st of every month throughout the life of this Agreement.
- 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 and dinners, 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.

Client Initials 

Brown Lloyd James

NEW YORK WASHINGTON LONDON DOHA HO CHI MINH CITY

- 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.

3. Term:

- a. This Agreement is effective on a twelve-month basis.
- b. The Client has the right to terminate this Agreement provided they give two months written notice (the "Notice Period"). During the Notice Period, the Agreement will remain in full force and effect and both parties will continue to perform in accordance with this Agreement. The rights, duties and responsibilities of Agency and Client shall continue in full force and effect during the Notice Period
- c. 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. Ownership; Use of Materials

Subject to any third party rights in licensed elements, Client shall be sole owner of all rights, title and interest in and to materials developed and produced by Agency on Client's behalf and all such materials shall be deemed to be "works made for hire" and made in the course of the Services rendered hereunder; provided that, with respect to each material, Client shall have paid all invoices due and owing to Agency for such material pursuant to this Agreement. To the extent that title to any such

Client Initials 

Brown Lloyd James

NEW YORK WASHINGTON LONDON DOHA HO CHI MINH CITY

materials may not, by operation of law, vest in Client or such materials may not be considered works made for hire; title and interest therein are hereby assigned to Client. Client shall have the right to obtain and to hold in its own name, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Agency agrees to give Client, and any person designated by Client, any reasonable assistance required to perfect the rights defined in this Section. Client understands and agrees that its rights in any third party materials or any third party services including, without limitation, stock photos, licensed materials or talent and talent residuals, are subject to any terms and conditions set forth in any applicable Agreement. Agency may use any materials produced hereunder in Agency's portfolio, on Agency's web site and for internal and trade purposes with Client's prior approval. Client agrees that mention of Client's name in other contexts (including trade journals, Agency brochures, press releases, submission for awards and Agency's website) may occur with Client's prior approval.

6. Limitation of Liability

In no event whatsoever shall either party be liable to the other hereunder for any incidental, indirect, special, consequential or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this Agreement, even if said party has been advised of the possibility of or could have foreseen such damages.

7. Force Majeure

Agency shall not be liable for any delay or failure to carry or make continuously available the Services, nor shall Client be liable for any delay or failure to make any payments hereunder, if any such delay or failure is due to any cause beyond the control of Agency or Client, as the case may be, including without limitation restrictions of law or regulations, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns; provided, that each party undertakes commercially reasonable efforts to remedy such failure or delay and performs its obligations immediately after the force majeure event has ceased.

8. Arbitration and Governing Law

Any controversy or claim arising out of or related to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The controversy or claim shall be settled by a single arbitrator, and all hearings shall be held in New York, New York. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. In rendering the award, the arbitrator shall interpret this Agreement in accordance with the substantive laws of the State of New York, without regard to its conflict of law rules.

9. Waiver

Client Initials 

Brown Lloyd James

NEW YORK WASHINGTON LONDON DOHA HO CHI MINH CITY

No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver. Nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision.

10. 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.

Client Initials 

Brown Lloyd James

NEW YORK WASHINGTON LONDON DOHA HO CHI MINH CITY

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 \$50,000 (FIFTY THOUSAND US DOLLARS) representing the first and last month's Fees.

Wire Instructions:

HSBC New York
452 Fifth Avenue, New York, NY 10018
Account Name: Brown Lloyd James
Account No.: [REDACTED]
Routing No.: [REDACTED]
SWIFT: [REDACTED]

Very truly yours,

For and on behalf of
Brown Lloyd James LTD

By:

Name (Print): Peter Brown

Title: President & CEO

Date:

9.6.11

ACCEPTED & AGREED

For and on behalf of
GERSON GLOBAL ADVISORS

By:

Name (Print):

Title:

Date:

CFO

8/26/2011

Client Initials