

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.

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 .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 O'Brien & Associates LLC	2. Registration No. 5971
3. Name of Foreign Principal Canadian Commercial Corporation	

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 performance of the attached agreement will be undertaken by David O'Brien and James Gentry. The nature of activities preformed pursuant to the attached agreement are in an advisory role the method of which is to monitor US defense related budget, program, policy and related congressional hearings, legislation and press reports to provide analysis, forecasts and guidance on the future direction of interests.

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal. Advisors to provide information, analysis, forecasts and guidance with regard to US processes, programs and policy matters to support the goals established in the attached agreement.

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.

O'Brien & Associates LLC has not been engaged to in any way influence any agency or official of the Government of the United States. However, O'Brien & Associates has been engaged to provide the foreign principle with information, analysis and guidance with regard to US processes, programs and policy matters. Such information, analysis and guidance may be used solely by the foreign principle itself to further the goals established in the attached agreement in furtherance of their efforts with the US Government.

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Date of Exhibit B 4/21/2010	Name and Title David O'Brien, Owner and President	Signature 
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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.

O'BRIEN & ASSOCIATES, LLC
THE MADISON HOUSE
203 C STREET, S.E.
WASHINGTON, D.C. 20003
(202) 544-9555 FAX: (202) 544-9581

1-1-2010

CONTRACT FOR SERVICES

O'Brien & Associates services strengthen CCC capabilities to accomplish the CCC mandate to assist in the development of trade and facilitate a strong and mutually beneficial North American partnership and effective relationship with the U.S. Specifically, O'Brien & Associates provides CCC advice, strategy development, effective monitoring and efficient engagement on U.S./CA programs, policy, legislative and regulatory matters.

Pillar 1- Smart Growth in Defense – To achieve successful Smart Growth in Defense, your Corporate Plan suggests that you be proactive in identifying and facilitating opportunities for Canadian exporters, succinctly articulating Canada's Defense equipment capabilities to buyers. This is accomplished through strategic development of relationships and intelligence, with a goal to grow current business and capitalize on new business for Canadian industry, both within the U.S. defense market and abroad.

O'Brien & Associates assists CCC achieve these objectives in the following ways

- Increase awareness and education regarding Canadian defense technology capabilities and contributions.
- Monitor and defend current Canadian based U.S. DoD programs and policy interests, define growth in existing programs, and identify new program procurement opportunities.
- Assist in defining U.S. planning and commitments to defense products produced by Canadian firms. This information provides NATO and other Allied countries increased confidence, in their desire to be interoperable with the U.S., in the long-term stability of Canadian defense products

Pillar 2- Public Policy Contribution- Trade, Defense Policy and Canada/ U.S. Consultation– To achieve policy success, the CCC Corporate Plan discusses reinforcing your role as a strategic partner in the Canadian-U.S. trade relationship. There, you discuss bringing together Canadian government and industry and strengthening old and fostering new U.S. relationships. You commit to further nurturing and integrating these relationships, placing CCC in a position – now and in the future – to make recommendations for more integrated policies and strategies.

O'Brien & Associates assists CCC achieve policy objectives in the following ways

- Monitor and assist in the engagement of policy matters vital to CCC and Canadian industry clients such as U.S. protectionism, export controls/ ITAR issues and defense policy matters.
- Maintain efforts with the DoD, Congress, Canadian government and Canadian industry to build upon and foster new and important relationships.
- Develop and integrate a structure for defense and trade policy consultation between Canada and the U.S. with CCC integrating key Canadian and U.S. trade policy decision makers to further solidify a strong and mutually beneficial North American partnership

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CONTRACT TERMS AND FEES FOR SERVICES

O'Brien & Associates agrees to establish appropriate arrangements and dedicate the necessary hours required to perform the stated services on behalf of CCC to meet the established CCC objectives. CCC agrees to provide O'Brien & Associates with timely and accurate corporation information necessary to enable O'Brien & Associates to provide the required services to achieve the established objectives.

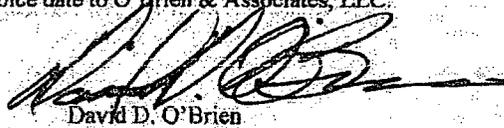
This Contract Agreement shall commence on January 1, 2010 and may not be terminated by CCC unless CCC gives a minimum of three (3) months prior written notice to O'Brien & Associates.

Fees for O'Brien & Associates' are \$10,000 per month plus expenditures incurred on behalf of CCC. All expenditures incurred by O'Brien & Associates on behalf of CCC will be based on prior authorization from CCC.

Throughout the contract agreement O'Brien & Associates will submit an invoice to CCC at the beginning of each month describing the activities undertaken in that invoice period. CCC will submit payment within 45 days of the invoice date to O'Brien & Associates, LLC.



Martin Zablocki
Vice President
Canadian Commercial Corporation



David D. O'Brien
President
O'Brien & Associates, LLC

Signed of behalf of CCC:

Signed on Behalf of O'Brien & Associates:

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