

U.S. Department of Justice

Washington, DC 20530

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.

1. Name and Address of Registrant 42West, LLC		2. Registration No. 6156						
3. Name of Foreign Principal Serial Enterprises Limited	4. Principal Address of Foreign Principal 12/Floor, No. 3 Lockhart Road Wanchai, Hong Kong							
5. Indicate whether your foreign principal is one of the following:								
<input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input checked="" type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (<i>specify</i>) _____</td> </tr> </table> <input type="checkbox"/> Individual-State nationality _____			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____							
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant								
b) Name and title of official with whom registrant deals								
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								

Formerly CRM-157

FORM NSD-3
Revised 03/11

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.

Private consulting company

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.

Serial Enterprises Limited is owned and controlled by Xulin Niu and Hongyu Yu.

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
March 07, 2013	Allan Mayer, Principal Partner	/s/ Allan Mayer

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 42West, LLC	2. Registration No. 0156
3. Name of Foreign Principal Serial Enterprises 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.

Serial Enterprises Limited has engaged 42West on a project basis to raise U.S. public awareness of the Beijing International Screenwriting Competition being held this spring. We will do so by attempting to persuade leading newspapers and magazines to publish articles about the competition.

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

Outreach to U.S. newspaper and magazine editors to persuade them to publish articles about the Beijing International Screenwriting Competition.

Provide information to reporters writing articles about the Beijing International Screenwriting Competition.

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
March 07, 2013	Allan Mayer, Principal Partner	/s/ Allan Mayer 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.



LOS ANGELES

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tel 310.477.4442
fax 310.477.8442

NEW YORK

42West
220 West 42nd Street
12th Floor
New York, NY 10036
tel 212.277.7555
fax 212.277.7550

January 7, 2013

Ms. Huimei Zhang
Serial Enterprises Limited
12/Floor, NO. 3 Lockhart Road
Wanchai, Hong Kong

Dear Ms. Zhang:

This letter, when accepted on behalf of Serial Enterprises Limited (the "Client") as provided below, will constitute the agreement with respect to the engagement of the Strategic Communications Division of 42West, LLC ("42West"), as communications advisor, specialist, and consultant on the following terms and conditions:

1. **Engagement Term.** The Client, effective as of January 1, 2013, has retained 42West to provide strategic advice and corporate public relations services with respect to the Beijing International Screenwriting Competition (the "Competition"). During the term of this agreement, 42West shall render such services, including without limitation the services described on Attachment A (the "Services"), in accordance with the specifications set forth in Attachment A and in a timely and professional manner that is consistent with the highest standards in the public relations industry. The term of this agreement (the "Term") shall commence on the date of execution of this agreement and continue through June 30, 2013, unless earlier terminated as provided herein.
2. **Consideration.** In full consideration for the Services, provided 42West has complied fully with its obligations hereunder, the Client will pay the following fees ("Fees") to 42West, as follows: \$35,000.00 on execution of this agreement; \$11,666.67 on February 20, 2013; \$11,666.67 on April 1, 2013; and \$6,666.66 on June 1, 2013. Additional monthly payment can be billed only if additional monthly services are requested by the Client.
3. **Performance Bonus.** In addition to the aforementioned Fees, the Client will also pay 42West a performance bonus (the "Bonus") in the event one or more of the following five news outlets publishes an article or features a segment about the Competition before May 1, 2013: The New York Times, The Wall Street Journal, The Washington Post, Forbes, and CNN. The Bonus shall consist of a payment of \$5,000 for each news outlet that publishes an article about the Competition (i.e., if any one of the five outlets publishes such an article, 42West will receive a Bonus of \$5,000; if any two of the outlets publish such an article, 42West will receive a Bonus of \$10,000; and so on). Multiple publications in the same news outlet is considered a single



Ms. Huimei Zhang
January 7, 2013
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Bonus of \$5,000. If the above criterion for the Bonus is achieved after May 1 and before June 20, the Bonus can be negotiated with the Client at the same or a lesser amount. Therefore, the maximum Bonus achievable is \$25,000. No Bonus will be awarded for any action after June 20.

4. Reporting. 42West shall provide the Client with copies of emails or other correspondence from each of the aforementioned news outlets conveying their response, whether positive or negative, to 42West's request that they publish an article about the Competition. In the event a news outlet's response is conveyed to 42West verbally, 42West shall send an email to the Client summarizing the response within 24 hours of receiving it.
5. Expenses. The Client will be responsible for reimbursing 42West for any and all (subject to the terms hereof) out-of-pocket (i.e. paid to third parties, and not including any overhead or markup) expenses actually incurred by 42West directly in connection with 42West's rendering Services, including, without limitation costs of non-local transportation, food and lodging on out-of-town trips requested by the Client, copying, postage, messengers and air couriers. These costs will be billed monthly by 42West, accompanied by invoices or other documentation sufficient to verify the out-of-pocket expenses for which reimbursement is sought, and the Client shall reimburse 42West within thirty days of receipt of the invoice and satisfactory documentation. 42West shall obtain the Client's prior written approval with respect to each individual expense item that exceeds \$100 and shall not incur during any particular calendar month reimbursable expenses that exceed \$500 in the aggregate without the Client's prior written approval in each instance.
6. Client's Indemnification. The Client agrees to indemnify and hold harmless 42West, its shareholders, officers, directors, employees and agents (each such entity or person being referred to as a "42West Indemnified Person") from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) that any 42West Indemnified Person may be subject to or incur in connection with the services rendered by 42West to Client. This paragraph shall not apply to any such losses, claims, damages, liabilities, costs or expenses of any 42West Indemnified Person that have resulted from 42West's or such other Indemnified Person's breach of this agreement, negligence, or misconduct.
7. 42West's Indemnification. 42West agrees to indemnify and hold harmless the Client and its parent companies, affiliates and subsidiaries and each of their shareholders, officers, directors, employees and agents (each such entity or person being referred to as a "Client Indemnified Person") from



Ms. Huimei Zhang
January 7, 2013
Page 3

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and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) that any Client Indemnified Person may be subject to or incur as a result of 42West's breach of this agreement or 42West's acts or omissions in connection with the rendering of Services hereunder. This paragraph shall not apply to any such losses, claims, damages, liabilities, costs or expenses of any Client Indemnified Person that have resulted from the Client's or such other Client Indemnified Person's breach of this agreement, negligence, or misconduct.

8. **Indemnification Procedures.** Each party's indemnification obligations are conditioned on the indemnified party (i) promptly notifying the indemnifying party in writing of such action or claim (provided that the failure to provide such notice shall not eliminate the other party's obligation to provide indemnity hereunder unless such failure to provide notice has materially prejudiced the indemnifying party's ability to defend) and (ii) cooperating and, at the indemnifying party's request and expense, assisting in such defense, provided that the indemnifying party shall not enter into any settlement without the indemnified party's prior written consent, which consent shall not be unreasonably withheld. The indemnified party will have the right to participate in the defense with counsel of its own choosing at its own expense.

9. **Representations and Warranties.** 42West represents, covenants and warrants: (i) 42West has the full right, power and authority to enter into this Agreement and to perform the acts required by it hereunder; (ii) the execution of this Agreement by 42West, and the performance by 42West of its obligations and duties hereunder, do not and will not violate any agreement to which 42West is a party or by which it is otherwise bound; (iii) when executed and delivered by 42West, this Agreement will constitute the legal, valid and binding obligation of 42West, enforceable against such party in accordance with its terms; (iv) the Services and Deliverables (as defined below) will not infringe on any third party's copyright, trademark or other proprietary rights or right of publicity or privacy or violate any applicable law, statute, ordinance or regulation; (v) the Services will be performed in a professional manner consistent with the level of care, skill, practice and judgment exercised by other professionals in performing services similar to the Services, under similar circumstances, by personnel with requisite skills, qualifications and licenses needed to carry out such work; and (vi) 42West shall comply with, and cause each of its employees and contractors to comply with, all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other governmental requirements.