

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 <https://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: <https://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: <https://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, Counterintelligence and Export Control 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 AUX Initiatives LLC, 110 Maryland Ave, NE Suite 303, Washington DC 20002	2. Registration No. <div style="font-size: 2em; font-family: cursive;">0580</div>
--	---

3. Name of Foreign Principal Wanhua Chemical US Operations LLC	4. Principal Address of Foreign Principal 757 N. Eldridge Pkwy, STE 560, Houston, TX, 77494
--	--

5. Indicate whether your foreign principal is one of the following:

Government of a foreign country¹

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other (<i>specify</i>) Domestic LLC

Individual-State nationality

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
N/A

b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

a) Principal address
N/A

b) Name and title of official with whom registrant deals

c) Principal aim

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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.

Registrant is registering for this principal out of an abundance of caution. Principal is a domestic LLC in the chemical industry headquartered in Texas. Its ultimate parent company, Wanhua Chemical Group Co., Ltd., is traded on the Shanghai stock exchange. Registrant believes that a state owned investment holding company controlled by Chinese local government holds a minority ownership position in the parent company. Registrant has no direct information concerning any actual control/supervision/direction over the parent company by the Chinese government. Investor information is publicly available at <http://www.whchem.com/en/investorrelations/overview.shtml>.

b) Is this foreign principal:

- | | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

Registrant is registering for this principal out of an abundance of caution. Principal is a domestic LLC in the chemical industry headquartered in Texas. Its ultimate parent company, Wanhua Chemical Group Co., Ltd., is traded on the Shanghai stock exchange. Registrant believes that a state owned investment holding company controlled by Chinese local government holds a minority ownership position in the parent company. Registrant has no direct information concerning any actual control/supervision/direction over the parent company by the Chinese government. Investor information is publicly available at <http://www.whchem.com/en/investorrelations/overview.shtml>

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.

Registrant is registering for this principal out of an abundance of caution. Principal is a domestic LLC in the chemical industry headquartered in Texas. Its ultimate parent company, Wanhua Chemical Group Co., Ltd., is traded on the Shanghai stock exchange. Registrant believes that a state owned investment holding company controlled by Chinese local government holds a minority ownership position in the parent company. Registrant has no direct information concerning any actual control/supervision/direction over the parent company by the Chinese government. Investor information is publicly available at <http://www.whchem.com/en/investorrelations/overview.shtml>

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 06, 2018	Lydia LaFleur, Principal	/s/ Lydia LaFleur 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 <https://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: <https://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: <https://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, Counterintelligence and Export Control 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

AUX Initiatives LLC

2. Registration No.

0580

3. Name of Foreign Principal

Wanhua Chemical US Operations LLC

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.

Please see attached contract. Registrant will provide government relations services, including outreach to U.S. officials and relevant private sector organizations, as well as public affairs services.

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

Please see attached contract. Registrant will provide government relations services, including outreach to U.S. officials and relevant private sector organizations, as well as public affairs services.

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.

Please see attached contract. Registrant will provide government relations services, including outreach to U.S. officials and relevant private sector organizations, as well as public affairs services.

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 06, 2018	Lydia LaFleur, Principal	/s/ Lydia LaFleur 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.

*emailed 7/31/18
2:5:25 PM*

AUX INITIATIVES, LLC

1015 Grand Ave., 7th Floor, Washington, DC 20002 • Phone: 202-735-5268 • Fax: 202-35-5481

July 31, 2018

Mr. James W. Newport
General Manager
Wanhua Chemical US Operations, LLC
9270 Siegen Lane, #102
Baton Rouge, LA 70810

Wanhua Chemical US Holding, Inc.
757 N. Eldridge Parkway #560
Houston TX 77079

RE: Governmental affairs and public affairs agreement between Wanhua Chemical US Operations, LLC, Wanhua Chemical US Holding, Inc., its affiliates and AUX Initiatives, LLC.

Dear Mr. Newport:

We appreciate Wanhua Chemical US Holding, Inc. and related entities ("Client") retaining AUX Initiatives LLC ("Contractor") to render professional services to you regarding governmental affairs and public affairs services. When a new file is opened in our office for a new or existing client, a copy of this letter is promptly mailed or hand delivered to the client. If additional files or matters are undertaken, those matters will be handled by a supplemental agreement.

Our experience has been that it is both very useful and appropriate for the client and us to have a clear understanding both as to the scope of the engagement and to the cost of services. This allows the client to plan for the expected costs of services and prevents unfortunate disagreements or misunderstandings at the conclusion of a particular matter. The charges stated herein are based upon a number of factors, including the time and labor involved, the novelty and difficulty of the types of issues normally presented, and the skill, education and experience required to competently perform the requested services.

GENERAL SCOPE OF SERVICES

The services to be provided by our offices will include but not necessarily be limited to as follows:

1. Rendering advice to you and your representatives regarding preparation and setting time certain dates for appropriate meetings.
2. Preparation and submission of any documents that may be required.
3. Assistance in the presentation of said documents to third parties or public bodies.
4. Negotiations with other person or entities involved in or incident to subparagraphs 1 and 3 above.
5. Such other related matters as requested by you or your representatives.

All services to be provided shall be coordinated with Client. Services under this agreement may be provided to Client, or Client's subsidiaries and affiliates

*VUN
7/31/18
JPC
8/1/18*

Wanhua Chemical US Operations, LLC

Page 2

July 27, 2018

31

COMPENSATION

For services rendered, the Client agrees to pay compensation to the Contractor as follows:

1. **Fee** - Unless otherwise specified, the fee is fifty thousand USD (\$50,000.00) per month with the first month due and payable via wire transfer within 10 business days upon signature of this agreement. Contractor shall invoice Client for its services on a monthly basis. Invoice payments by Client to Contractor will be within 15 days of receipt by Client. Invoice, which should be mailed to: Wanhua Chemical US Holding Inc. Attn: Accounts Payable Dept; 757 N. Eldridge Parkway, #560; Houston, TX, 77079. In addition, an electronic copy should also be sent to the contract approver: James W. Newport's business email: newportjw@whchem.com.
2. **Expense Reimbursement** - The above fee does not include amounts to be reimbursed by Client to Contractor. Expenses include actual out-of-pocket reasonable expenses solely incurred in providing services to Client. This office will be reimbursed for all travel expenses, including airfare, hotel, car rental, taxi, and other transportation; copy costs; Federal Express or other overnight delivery; preparation of exhibits; utilization of expert personnel (i.e. computer research, accountants, or other approved Contractors); and such other reasonable expenses as are incurred by this office in conjunction with providing services pursuant to this Agreement. All expenses shall be billed and reimbursed at the actual cost to this office and no mark-up or increase in price shall be included.

All expenses in excess of \$2,000.00 in the aggregate shall require prior written approval of the Client and all travel expenses shall be incurred in accordance with Client's consultant travel policy.

Expense reimbursement is due and payable within 30 days after approval of receipt of detailed invoice.

WIRING INSTRUCTIONS

J.P. Morgan Chase Bank
Baton Rouge, LA
ABA: [REDACTED]
Acct: [REDACTED]
Account Name: AUN Initiatives, LLC
6298 Sevenoaks Ave.
Baton Rouge, LA 70806
Attn: Lydia Lafleur

TERM & CANCELLATION PROVISIONS

The term of this agreement is three (3) months. At the end of this term, the agreement can be extended by mutual consent of both parties. This agreement can be cancelled by either party with a 30-day written notice of cancellation.

JWN
7/31/18
JPC
8/1/18

Wachua Chemical US Operations, LLC

Page 3

July 19, 2018

31

INDEPENDENT CONTRACTOR

We recognize that we are an independent contractor and not an employee or agent of Client. This letter agreement does not create a partnership, mining partnership, joint venture, or other business association between Client and us. Likewise, nothing in this Agreement makes us an agent or representative of Client, or constitutes or authorizes us to bind Client to any obligations to third parties, without Client's express authorization.

LOBBYING DISCLOSURE

As required by U.S. law, Contractor will register Client pursuant to the Lobbying Disclosure Act and/or the Foreign Agent Registration Act, and will periodically thereafter disclose details concerning this Agreement and work performed hereunder. Such filings are a matter of public record.

CONFIDENTIAL INFORMATION

Contractor shall not disclose to any third party any Confidential Information (as defined below) and shall use Confidential Information solely for the purpose of performing services hereunder unless Client shall otherwise agree in writing in advance. Contractor shall keep separate and segregated from other work all documents, records, notebooks and correspondence arising from the performance of the services hereunder. All right, title, and interest therein shall belong to Client, and after the expiration or earlier termination of this Agreement, Contractor shall promptly deliver all such documents and material, including copies thereof, to Client. Contractor's obligations of confidentiality herein shall not apply to any information and know-how which: (i) can be shown by contemporaneous documentation to have rightfully been in Contractor's possession prior to disclosure by Client; (ii) at the time of disclosure hereunder is, or thereafter becomes, through no fault of Contractor, part of the public domain; (iii) is furnished to Contractor by a third party after the time of disclosure hereunder without the breach of any duty to Client; (iv) was independently developed by Contractor without access to the Confidential Information; or (v) Contractor is required to divulge either by a court of law or in order to comply with applicable law or regulation (after providing Client with reasonable notice of such requirement to divulge and with an opportunity to obtain a protective order). As used herein, "Confidential Information" means any data, technical information, commercial and research strategies, trade secrets, know-how or other non-public information disclosed by Client to Contractor, whether orally or in writing, under this Agreement or prior to the entry into this Agreement. The provisions of this Section shall survive termination or expiration of this Agreement.

OTHER MATTERS

This office reserves the right to represent other clients on other matters, which are separate and unrelated to this or any other matter which we are handling for you and which this office reasonably believes will not adversely affect our relationship with you.

If you are in agreement with the terms of this letter, please sign and return the enclosed copy for our files.

JWP/18
7/21/18
TJC
7/21/18

Wanhua Chemical US Operations, LLC

Page 4

July 31 2018

In conclusion, we look forward to representing you by providing the above-described services and your assistance and cooperation is greatly appreciated. Services to be provided are provided on a reasonable effort basis with no guarantee as to the outcome.

Sincerely,

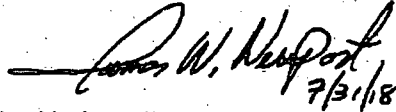


James P. Creaghan
AUX Initiatives, LLC

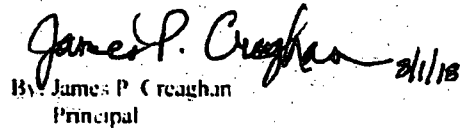
Thus done, agreed, and accepted in this four (4) page document on the date first above written by the undersigned who represent that they have the full capacity to do so.

Wanhua Chemical US Operations, LLC
Baton Rouge, LA

AUX Initiatives LLC
Washington DC 20002



By Mr James W Newport
General Manager



By James P Creaghan
Principal