

OMB No. 1124-0006; Expires April 30, 2017

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 Rasky Baerlein Strategic Communications 70 Franklin Street, 3rd Floor, Boston, MA 02110	2. Registration No. 6222
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3. Name of Foreign Principal Embassy of Japan	4. Principal Address of Foreign Principal 2520 Massachusetts Avenue NW, Washington DC 20008
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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:
 - 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
 Embassy of Japan in the United States of America
- b) Name and title of official with whom registrant deals
 Hideaki Mizukoshi, Minister and Head of Chancery of the Embassy of Japan in the United States of America

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

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.

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
	Dale Heibach Vice Chairman	X Dale Heibach

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**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 Rasky Baerlein Strategic Communications	2. Registration No. 6222
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3. Name of Foreign Principal
Embassy of Japan

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.

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

Rasky Baerlein Strategic Communications is providing communications and media relations counsel and outreach on the U.S. - Japan relationship, economic and trade issues.


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.

Rasky Baerlein Strategic Communications intends to reach out to media outlets, policy and civic organizations to help promote understanding of Japan's economic policies and the importance of the U.S. - Japan relationship.

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
	Dale Leibach	

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, public interests, policies, or relations of a government of a foreign country or a foreign political party.

Contract

Hideaki Mizukoshi, Minister and Head of Chancery of the Embassy of Japan in the United States of America (hereafter referred to as A), acting on behalf of the Government of Japan and in accordance with the authority vested in him or her, and Rasky Baerlein Strategic Communications, Inc. (hereafter referred to as B), have agreed as follows with respect to certain activity:

Article 1

A requests B to conduct activities regarding strategic communications, and B agrees to undertake said activity.

Article 2

The period of this contract shall be from June 24, 2014 to March 31, 2015.

Article 3

The remuneration for the activity to be performed under this contract (hereafter referred as the "contract value") shall be \$270,000 dollars in installments as follows:

Phase 1 \$90,000 dollars (from June 24, 2014 to September 30, 2014)

Phase 2 \$90,000 dollars (from October 1, 2014 to December 31, 2014)

Phase 3 \$90,000 dollars (from January 1, 2015 to March 31, 2015)

Article 4

B must not disclose to a third party the contents of activities stipulated by A under this contract or any confidential information learned in performing the activities pursuant to this contract unless required to do so by law.

Article 5

After completing each phase and the activity specified in this contract, B shall present A with a report of same which shall be inspected and accepted by A or an employee designated by A.

Article 6

A and B may consult and change the content of the contract if it is deemed to be necessary.

Article 7

All expenses shall be reimbursed to B by A based on the invoice(s) and receipts, within the contract value.

Article 8

After presenting the report of the activity to A and having it inspected and accepted by A or an employee designated by A, B shall promptly send A an invoice for the contract value. A must pay the contract value within 30 days from the date of receipt of the invoice.

Article 9

In the event that A has not received the report by the required deadline for reasons attributable to B, A may seek from B a penalty equivalent to an annual rate of 3.00% applied to the contract value from the next day after the deadline until the day on which the report is submitted.

Article 10

In the event that A fails to make payments within the period specified in Article 6 and such failure cannot be attributed to a natural disaster or other uncontrollable circumstances, A shall pay B a penalty equivalent to an annual rate of 2.90% applied to the contract value from the date on which payment falls due until the date on which payment is made.

Article 11

If A deems B to have breached this contract, A may refuse to pay a part or the full amount of the contract value, or may seek return of payment.

Article 12

No security deposit shall be required.

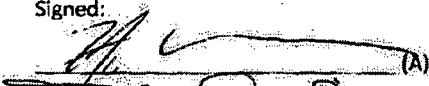

Article 13

Any matters arising out of or in connection with this contract shall be resolved through consultation between A and B.

In witness whereof, the parties hereto have caused this contract to be executed in duplicate originals, one original to be retained by each party.

Executed this 24 day of June, 2014.

Signed:

 (A)
 (B)