

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 KP Public Affairs, LLC 1201 K Street Suite 800 Sacramento, CA 95814	2. Registration No. 
--	--

3. Name of Foreign Principal Embassy of Japan	4. Principal Address of Foreign Principal 2520 Massachusetts Ave, NW Washington, DC 20008
--	---

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
- b) Name and title of official with whom registrant deals
Hideo Suzuki, Minister, Head of Chancery

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

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 September 09, 2014	Name and Title Michael Burns, CEO	Signature /s/ Michael Burns 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.

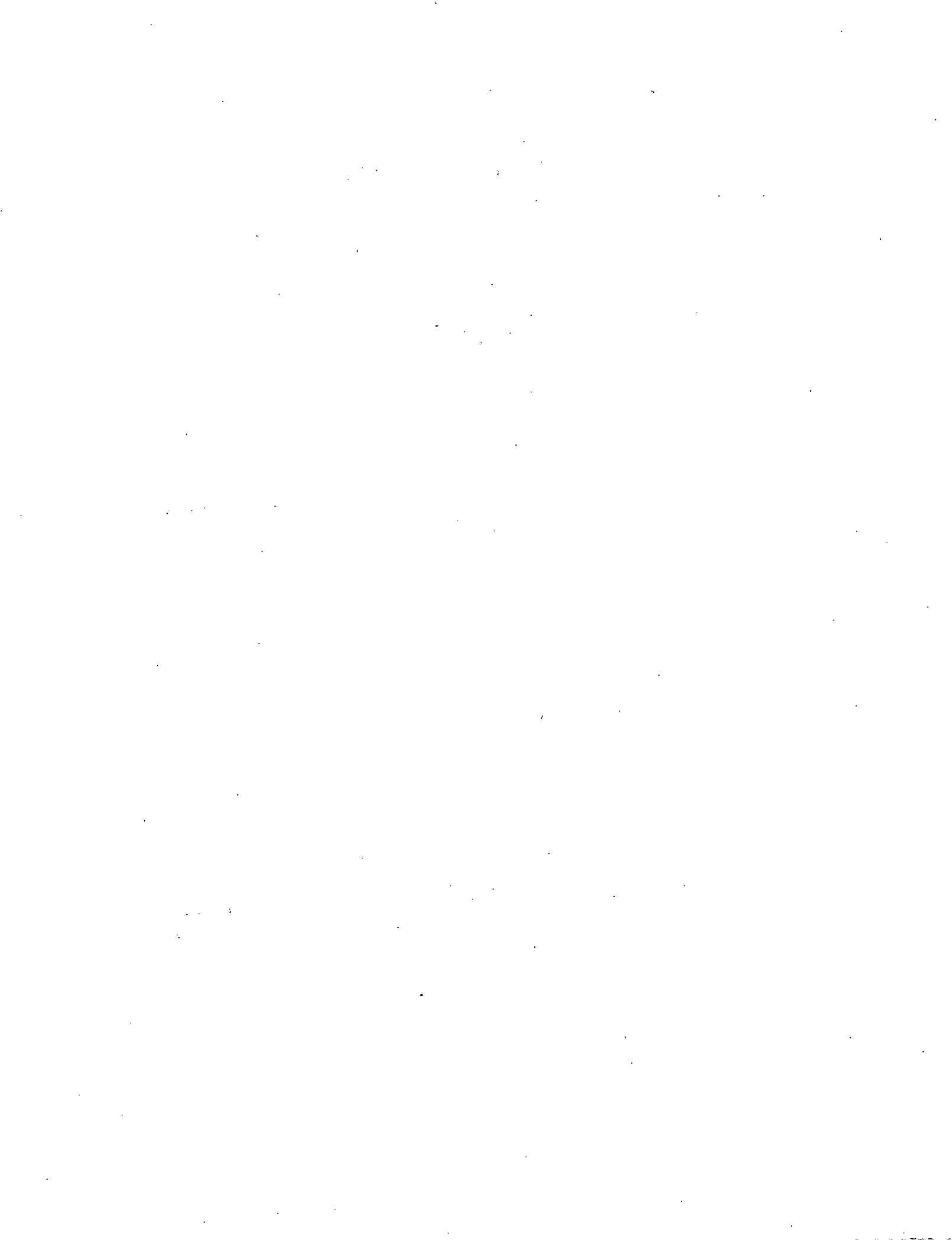
1. Name of Registrant KP Public Affairs, LLC	2. Registration No. 6248
---	---------------------------------

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.

Provide education and outreach to California stakeholders with regard to international trade issues. KP Public Affairs will be a subcontractor to Akin Gump Strauss Hauer & Feld, LLP, to be paid \$30,000 in fees for services rendered for 45 days in Sept-Oct 2014, and reimbursed for basic expenses related to the performance of duties.



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

Provide message and materials development regarding issues related to foreign trade with Japan; conduct outreach to key audiences regarding the nature and benefits of foreign trade; provide feedback regarding outreach and analyze public awareness and support regarding proposed international trade agreements.

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.

Communication with stakeholders and government officials regarding international trade policies.

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 09, 2014	Michael Burns, CEO	/s/ Michael Burns 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.



KP

PUBLIC AFFAIRS

September 4, 2014

Scott Parven
Akin Gump Strauss Hauer & Feld, LLP
1333 New Hampshire Ave, NW
Washington, DC 20036

RE: Provision of Public Affairs Services

Dear Scott:

We are pleased to propose in this letter an agreement for KP Public Affairs, (hereafter "KP"), to provide public affairs services related to trade policy developments between Japan and the United States in support of your representation of the Ministry of Foreign Affairs, Embassy of Japan. My colleagues and I look forward to working with you and your colleagues in connection with this matter. We believe that candid communication is essential and we welcome any suggestions you may have at any time as to how we might better be of service.

We will have a designated team of KP professionals to fulfill the duties and activities that are beneficial to your cause. We will be generally available for consultation during normal working hours, and ask that the appropriate representatives of Akin Gump be reasonably available to confer with us as needed.

1. Term. This agreement will be effective upon your execution on behalf of Akin Gump on the signature line at the end of this letter, to take effect upon September 1, 2014 and extend through September 30, 2014. If both parties agree that additional time is needed to complete the outreach scope of work, then the contract will be extended for a mutually agreed upon period of time. At the end of this contract, KP will work with Akin Gump to evaluate continuing public affairs needs and develop a plan for moving forward with continued services that may be warranted at that time.

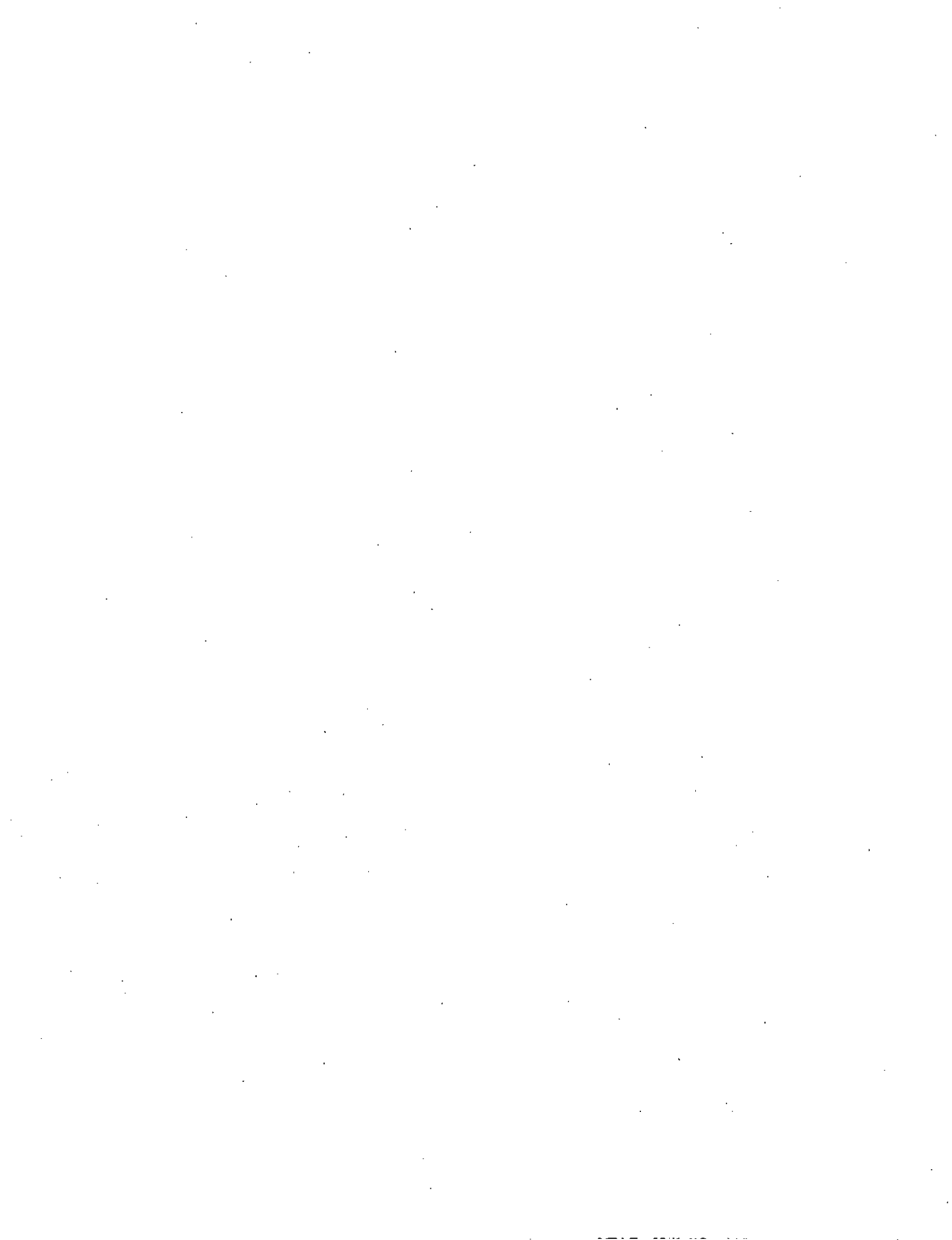
2. Services. KP will provide the following services: provide message and materials development regarding issues related to foreign trade with Japan; conduct outreach to key audiences regarding the nature and benefits of foreign trade; provide feedback regarding outreach and analyze public awareness and support regarding proposed international trade agreements. All of the foregoing services shall be rendered consistent with standards in the industry and to Akin Gump's reasonable satisfaction.

3. Fees. In consideration of the services to be provided by KP, Akin Gump will pay to KP \$30,000 for the term of the agreement. KP will provide an invoice for our fees on the last day of the month for which services were rendered, and payment thereof is expected within 15 days of receipt of the invoice. Past due amounts will bear interest at the rate of 10% per annum until paid.

4. Expenses. KP will be entitled to reimbursement of other expenses related to performance of this agreement as may become necessary or advisable from time to time upon the prior approval for expenses over \$500. This may include program-related expenses such as a mailing, travel, graphic or web design, or printing. KP will provide an invoice for these expenses, and payment thereof is expected within 15 days of receipt of the invoice. Undisputed past due amounts will bear interest at the rate of 10% per annum until paid.

5. Excessive Workload. Both parties acknowledge that the amount and degree of difficulty of the work for which KP is responsible hereunder is impossible to quantify in advance. It is therefore expressly understood that if KP notifies Akin Gump that extraordinary work burdens are being or will be

1201 K Street, Suite 800, Sacramento, California 95814
☎ 916.448.2162 F 916.448.4923 W www.ka-pow.com



KP Public Affairs
2014 PR Contract
Page 2

encountered requiring commitment by KP of time and resources much greater than anticipated, KP and Akin Gump will diligently, in good faith, discuss the excessive work burdens and devise an amicable resolution that may include renegotiation of this agreement to better reflect the circumstances then known. Such renegotiation may result in an increase or decrease in the scope of the work assignment, or the fee to be paid for that work assignment.

6. Confidentiality. If a party to this agreement provides information or materials indicated to be confidential to the other party, the receiving party will maintain the confidentiality of such matters, and not disclose any such matters except in the proper performance of this agreement and with the concurrence of the other party.

7. Conflicts of Interest. KP has reviewed its current client list and has concluded that there are no conflicts of interest with current clients and Akin Gump. KP is sensitive to issues posing a real or perceived conflict of interest. If a conflict is suspected or becomes apparent either to KP or to Akin Gump, the discovering party will immediately inform the other, and discussions will immediately ensue with the purpose of resolving the issue of conflict.

8. Termination. Akin Gump may terminate this agreement upon at least 30 days written notice to KP without cause, or immediately on written notice for cause. In the event of such termination fees and expenses accrued as of such termination date shall be immediately due and payable, but Akin Gump shall have no responsibility for any fees or expenses accruing after termination.

9. General Agreement Provisions. This agreement sets forth the entirety of the understanding between KP and Akin Gump. Any revisions or amendments hereto are effective only when confirmed by both parties in writing. Any contemplated notices must be in writing and properly mailed, faxed or emailed to the other party. In the event of any legal action related to this agreement, the prevailing party will be entitled to an award of its court costs and reasonable attorney's fees. This agreement is not assignable by either party without the consent of the other party. KP agrees not to delegate any of its obligations hereunder without prior consent. Each party agrees to provide the other party with such drafts, documents, legislation or other materials as may reasonably be thought to be necessary or advisable to facilitate the objectives of this agreement.


Please execute a copy of this agreement where appropriate and return one copy to us. We look forward to working with you to accomplish your goals.

Sincerely,



Michael Burns
for KP Public Affairs

Akin Gump hereby agrees to retain KP Public Affairs on the terms and conditions set forth in this letter.

	
Name	Parke
Title	
Date	9/7/14

