

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 Forbes Tate Partners LLC	2. Registration No. 6522
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3. Name of Foreign Principal Embassy of Japan
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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.

Forbes Tate Partners LLC will provide lobbying services, and political analysis and information on policies of interest to the Embassy of Japan at the direction of the Minister and Head of Chancery.

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

Monitor and advise the principal on U.S. policies of interest, research and analyze issues and government actions of concern, and communicate with Members of Congress and their staff.

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.

The registrant's activities on behalf of the foreign principal as described above in Section 8 will be undertaken in order to communicate information and issues of concern to and about the foreign principal relating to the Government of Japan. These activities will include communications with Members of Congress and their staff. Congressional meetings may be arranged at the request of the foreign principal.

**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
5/10/18	Daniel Clyde Tate, Jr. Founding Partner	

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.



**FORBES | TATE**  
PARTNERS

**CONTRACTOR AGREEMENT**

Between  
**Forbes Tate Partners, LLC**  
And  
**Embassy of Japan**

- 1. Introduction.** This Agreement between Forbes Tate Partners, LLC ("FTP"), a public policy consulting firm with its principal place of business at 777 6<sup>th</sup> Street, NW, 8<sup>th</sup> Floor, Washington, D.C. 20001 and Embassy of Japan ("EOJ") located at 2520 Massachusetts Avenue NW, Washington, DC 20008.
- 2. Services.** Commencing upon execution of this Agreement, FTP will devote its best efforts to provide representation services on behalf of EOJ. Services shall be provided for a period commencing on April 1, 2018, and ending on March 29, 2019. Daisuke Sato will serve as principal point of contact for EOJ. Daniel Tate, Jr. will serve as principal point of contact for FTP.
- 3. Payment.** For services rendered under this Agreement, EOJ agrees to pay FTP a sum of \$198,000 per annum. EOJ will pay this amount in monthly increments of \$16,500 once receiving FTP's written invoice.

Forbes Tate Partners, LLC  
**Address for Accounts Receivable:**  
 Forbes Tate Partners  
 Attn: Paula Thrasher  
 P.O. Box 210816  
 Montgomery, AL 36121  
 Telephone: 334.328.2713  
 Email: [pthrasher@forbes-tate.com](mailto:pthrasher@forbes-tate.com)

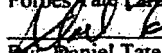
Embassy of Japan  
**Address for Invoices:**  
Embassy of Japan  
Attn: Congress Section  
2520 Massachusetts Ave, NW  
Washington D.C. 20008  
 Telephone: 202 725 6889  
 Email: ayuko.soma @ mofa.go.jp

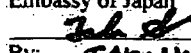
- 4. Where Services are to be Performed.** FTP will provide its services at its Washington, DC offices and at such other places as it mutually agrees to with EOJ. The retainer specified in Payment section includes ordinary and customary out-of-pocket expenses (principally for local travel, business entertainment, long distance telephone and other communications, postage document reproduction and other expenses). Any additional expenses (i.e., out-of-town travel) incurred with EOJ approval will be billed monthly and shall be reimbursed promptly upon submission of a monthly statement to EOJ.
- 6. Ownership and Non-Disclosure of Intellectual Property.** All information that EOJ supplies to FTP and all information that FTP supplies to EOJ will be EOJ exclusive property as a "Work for Hire," under applicable U.S. Copyright Law. FTP and any of its employees, assigns or agents, agree not to disclose this information to any third party, unless EOJ directs it in writing to do so. FTP agrees to use information or data it obtains from EOJ only to perform the services under this Agreement.
- 7. Lobbying Registration and Disclosure.** FTP will comply fully with all applicable Federal, state and local government registration and disclosure requirements regarding its representation of EOJ. FTP agrees to cooperate with EOJ in fulfilling those requirements.
- 8. Conflicts of Interest.** During this Agreement, FTP's representation of EOJ requires FTP to decline to represent any clients whose policy interests conflict with those of EOJ regarding the matters on which EOJ seeks FTP's

assistance. FTP will obtain EOJ prior written consent before undertaking to represent any other client that has a potential policy conflict.

9. **Termination.** Either party shall have the right to terminate this agreement at any time, without cause, upon thirty (30) calendar day's written notice to the other party. The "date of termination" shall be the date upon which the thirty (30) calendar day notice period expires. EOJ shall pay FTP for work completed through the date of termination, plus expenses incurred on or before the date of termination. If the date of termination does not fall on the last day of a month, EOJ shall pay FTP pro rata monthly representation fee for the number of days worked that month as of the date of termination. Such payments for expenses and fees shall be made on or before the date of termination. This section shall survive the termination of this agreement. If EOJ shall, by reason of dissolution or any other cause, become unable to perform the functions described in the representation services section of this agreement or if either party breaches this agreement in a material fashion (i.e. failure to pay the fees and/or expenses due hereunder), either party shall have the right to terminate this agreement immediately, upon written notice to the other party. This agreement may be modified or amended only by a written instrument executed by both parties. The section headings as set forth throughout this agreement are for convenience only, and are not intended to affect the meaning of the provisions of this agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives:

Forbes Tate Partners, LLC  
  
By: Daniel Tate  
Founding Partner  
Date May 2, 2018

Embassy of Japan  
  
By: TAKUYA SASAYAMA  
MINISTER  
Date May 2, 2018