

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 FARA Unit in Washington, DC. Statements are also available online at the FARA 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 online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 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, FARA 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 Keys Group, LLC	2. Registration Number 7274
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3. Name of Foreign Principal
 MINISTRY OF AGRICULTURE, FORESTRY AND FISHERIES, GOVERNMENT 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, and the fees and expenses, if any, to be received.
- 7. What is the date of the contract or agreement with the foreign principal? 05/01/2026
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Agreement to support projects to strengthen compliance with regulations and other requirements for Japanese agricultural, forestry, and fishery products and foods in export destination countries and regions for (Japan) fiscal year 2025. Agreement is effective May 1, 2026, though document management delayed final signatures until June 5, 2026.

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

Agreement provides for strategic advice, consulting on Congressional and Federal agency engagement, industry outreach and relations, and outreach to U.S. food industry leaders.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.¹

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 response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Review the of trade and regulatory issues of interest to the Delegate of the Ministry to provide detailed strategy recommendations to the Delegate of the Ministry, including education for Congress and industry on Japan's position on the issue of Beef tariff rate quotas (TRQs) and providing information regarding U.S. companies interested in doing business with Japanese wagyu beef companies and the agricultural industry's positions on trade policy including its position on Japan.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "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.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.


EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
06/09/2026	G. CHANDLER KEYS, III	<input data-bbox="885 451 958 493" type="text" value="Sign"/> /s/G. CHANDLER KEYS, III
_____	_____	<input data-bbox="885 535 958 588" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="885 619 958 672" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="885 703 958 756" type="text" value="Sign"/> _____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
June 9, 2025	GORDON CHANDLER KEYS, III	
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Outsourcing Agreement

JTB Corp. (hereinafter referred to as "Party A") and Keys Group (hereinafter referred to as "Party B") hereby enter into, as of the date indicated at the end of this document, a Business Outsourcing Agreement (hereinafter referred to as "this Agreement") regarding the project to strengthen compliance with regulations and other requirements for Japanese agricultural, forestry, and fishery products and foods in export destination countries and regions for fiscal year 2025, with Party A as the client and Party B as the contractor.

Article 1 (Contract details)

With this agreement, Party A entrusts Party B with the services specified in the following article (hereinafter referred to as the "Services"), and Party B accepts the entrustment.

Article 2 (Consignment details)

The details of the Services under the preceding article shall be specified separately in the specifications document.

Article 3 (Duty of care of the contractor)

Party B shall perform the duties stipulated in the preceding article with the due care of a prudent manager.

Article 4 (Instructions)

Party A shall give instructions as appropriate upon request from Party B.

Article 5 (Contract Period)

Regardless of the date of this agreement, the term of this agreement shall be from May 1, 2026 to February 28, 2027.

Article 6 (Outsourcing fee)

1. The fee for this Services (hereinafter referred to as the "commission fee") shall be \$80,000 (including consumption tax and local consumption tax). The above amount is as stated in the attached quotation and does not include any other additional costs.
2. Party A shall pay the commission fee by March 17, 2027, by transferring the funds to the bank account designated by Party B. Party A shall bear the transfer fees.
3. If the commission fee is not paid by the specified date, the late payment penalty will be 6% per annum.

Article 7 (Confidentiality)

1. Party A and Party B shall not disclose or leak to any third party any confidential information of the other party that has been notified in writing to be confidential at the time of disclosure, without the other party's consent, in the course of performing the Services. However, this shall not apply to information falling under any of the following items.

- (1) Information that was already publicly known at the time of disclosure.
- (2) Information that becomes publicly known due to reasons not attributable to the acquiring

party after disclosure.

- (3) Information lawfully obtained from a third party with legitimate authority without being subject to any confidentiality obligation.
 - (4) Information that the acquiring party possessed without any confidentiality obligation prior to acquiring it in connection with this Agreement.
 - (5) Information created independently by the acquiring party without relying on the information they obtained.
- 2 Party B shall use the personal information received from Party A in connection with the execution of the Services (personal information as defined in Article 2 of the "Act on the Protection of Personal Information") solely for the purpose of performing this contracted work, and shall not disclose or leak it to any third party except as necessary for the execution of the Services.
- 3 The provisions of paragraph 1 shall remain in effect for two years after the termination of this agreement.

Article 8 (Compensation for damages)

1. If Party A suffers damages in connection with this Agreement due to reasons attributable to Party B, Party A may claim compensation from Party B ~~only~~ for the ~~actual, ordinary, and direct~~ damages incurred.

Article 9 (Antisocial Forces)

Party A and Party B hereby represent and warrant that neither they nor their officers, employees, shareholders, or effective managers are affiliated with anti-social forces (meaning organized crime groups, members of organized crime groups, persons who have ceased to be members of organized crime groups but less than five years have passed since then, quasi-members of organized crime groups, companies related to organized crime groups, corporate racketeers, groups that falsely claim to be involved in social movements, or special intelligence-based violent groups, or other persons equivalent thereto; the same applies hereinafter) , and they hereby pledge that they will not be affiliated with any of the following items in the future .

- (1) is deemed that anti-social forces control the management of the company .
 - (2) is deemed that anti-social forces are substantially involved in the management .
 - (3) is deemed that anti-social forces were improperly used, such as with the intent to seek unjust profits for oneself, one's company, or a third party, or with the intent to cause harm to a third party .
 - (4) with anti-social forces by providing them with funds or other benefits .
 - (5) Any other officer or person substantially involved in management has a socially reprehensible relationship with anti-social forces .
- 2 Party A and Party B shall not , either directly or through a third party, engage in any of the following acts :
- (1) Violent demands .
 - (2) Unjust demands that exceed legal responsibilities .
 - (3) Threatening behavior or the use of violence in relation to a transaction .
 - (4) of spreading rumors, using deception or intimidation to damage the reputation of the other party , or interfering with the business of the other party .
 - (5) Any other act similar to those described in the preceding paragraphs .
- 3 Either Party A or Party B violates this clause, the other party may terminate this agreement

without any prior notice.

- 4 If this Agreement is terminated pursuant to any provision of this Article, the terminating party shall not be required to compensate or indemnify the other party for any damages incurred as a result of such termination, and if the terminating party suffers damages as a result of such termination, the other party shall compensate for such damages .

Article 10 (Termination of Contract)

1. If either Party A or Party B fails to perform its obligations under this Agreement and no improvement is seen even after a reasonable period of notice has been given, Party A or Party B may terminate this Agreement by giving written notice to the other party.

2 Notwithstanding the preceding paragraph, if any of the following circumstances occur with respect to the other party, Party A or Party B may immediately terminate this agreement without notice.

- (1) If you violate any material provision of this Agreement or if you violate this Agreement and fail to rectify the situation.
- (2) When subject to seizure, provisional seizure, provisional disposition, public auction, tax delinquency disposition, etc., or when civil rehabilitation proceedings, corporate reorganization proceedings, or bankruptcy proceedings are initiated, or when other legal insolvency proceedings or private arrangements are commenced.
- (3) When the business is ordered to suspend operations or its business registration is revoked by the supervisory authority.
- (4) When a resolution is made to discontinue, change, or dissolve the business.
- (5) When a board of directors resolution (or a resolution by an equivalent body) is made concerning a merger, company split, stock exchange, or other corporate reorganization; however, this excludes those between parent and subsidiary companies or companies with a common parent company.
- (6) When a bill of exchange or check issued or accepted by the person themselves is dishonored or otherwise placed in a state of payment suspension.
- (7) When a person violates relevant laws and regulations, or when a person engages in an act that is clearly deemed illegal.
- (8) When there are reasonable grounds to believe that the financial condition has deteriorated or is likely to deteriorate.
- (9) When performance of all or part of the obligation is impossible.
- (10) When the other party clearly indicates their intention to refuse to perform all or part of the obligation.
- (11) When any other event specified in Article 542, paragraphs 1 and 2 of the Civil Code occurs.
- (12) When work is not performed for a considerable period of time.
- (13) When mutual trust is severely damaged.
- (14) When there are other reasons that make it difficult to continue this agreement.

3 Either Party A or Party B falls under any of the circumstances specified in items 1 through 11 of the preceding paragraph , they shall automatically lose the benefit of the term with respect to all debts owed to the other party, without any notice or demand.

Article 11 (Force majeure)

If the contracted work cannot be completed within the contract period due to natural disasters,

laws and regulations, orders and instructions from government agencies, new viruses, infectious diseases, epidemics, or any other reason not attributable to Party B, Party B shall be released from liability. In such cases, any extension of the contract period, changes to the contract fee, etc., shall be decided through consultation between Party A and Party B.

Article 12 (Effects of contract termination)

Even if the contract is terminated or Party B is released from liability pursuant to the preceding two articles, Party B may claim from Party A an amount commensurate with the services performed by Party B.

Article 13 (Agenda matters)

In the event of any doubt regarding the interpretation of this agreement, or if any matter not specified in the agreement arises, both parties shall resolve the matter through good-faith and sincere consultation.

Article 14 (Governing Law and Agreed Jurisdiction)

This agreement shall be governed by laws of Japan, and any disputes relating to this agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court or the Tokyo Summary Court as the court of first instance, depending on the amount in dispute.

Article 15(Survival Clause)

Articles 7, 7(3),8, 9(4), 12, 14, and this Article of this Agreement
This agreement shall remain in effect even after the termination of this agreement.

Article 16 (Language)

This agreement shall be enforced in English only, and in the event of any translation into any language other than English, only the English version shall be in effect.

As proof of the conclusion of this Agreement, an electronic record of this document will be created, Party A and Party B will affix their electronic signatures, and the electronic record will be stored.

June 5 , 2026

Party A: 3-2-5 Kasumigaseki, Chiyoda-ku, Tokyo
Kasumigaseki Building, 23rd Floor, 100-6051
JTB Corporation, Kasumigaseki Branch
Business Division Manager: Hiroyuki Yasumoto

署名者:
安本 博行
FF1FE1BBB0FA4F3...

Party B: Chandler Keys, Principal
Keys Group, LLC
1312 West River Road
Shady Side, MD 20764

DocuSigned by:
Chandler Keys
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