

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

The Friedlander Group

2. Registration No.

6097

3. Name of Foreign Principal

Embassy of Japan

4. Principal Address of Foreign Principal

2520 Massachusetts Avenue, NW
Washington, DC 20008

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

- Foreign government
- 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

b) Name and title of official with whom registrant deals

Hideaki Mizukoshi - Minister

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

Formerly CRM-157

FORM NSD-3
Revised 03/11

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:

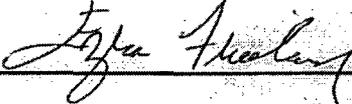
- Supervised by a foreign government, foreign political party, or other foreign principal Yes No
- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal Yes No
- Controlled by a 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
04/25/2012	Ezra Friedlander CEO	

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

Ezra Friedlander

2. Registration No.

6097

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.

Congressional Affairs

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

The Friedlander Group shall arrange meetings on Congressional affairs for senior officials of the Embassy.
The Friedlander Group shall provide strategic advice to the Embassy on policy matters relating to the US Congress and shall facilitate conversations between the Embassy and Congressional staff and occasional meetings for Japanese officials in Congress.
The Friedlander Group shall also from time to time provide the Embassy with regular reports that include items regarding future meetings, Congressional staff developments and other developments of interest to the Embassy.

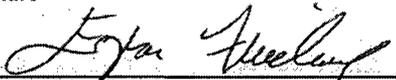
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

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 Friedlander Group shall provide strategic advice to the Embassy on policy matters relating to the US Congress and shall facilitate conversations between the Embassy and Congressional staff and occasional meetings for Japanese officials in Congress.

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
04/25/2012	Ezra Friedlander CEO	

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.

This agreement is made by and between the Embassy of Japan, whose address is 2520 Massachusetts Avenue, NW, Washington, DC 20008 ("Embassy"), and The Friedlander Group, whose business address is 120 Broadway, suite 3300, New York, NY 10271 ("Friedlander"), collectively, "the parties."

For good and valuable consideration both given and received, the acknowledgement and sufficiency of which is attested to by the signatures of each party to this Agreement, the parties agree as follows:

I. DUTIES AND RESPONSIBILITIES OF FRIEDLANDER

In consideration for the compensation in Section II and for other good and valuable consideration, Friedlander shall undertake the following duties and responsibilities.

1. Friedlander shall arrange meetings on Congressional affairs for senior officials of the Embassy in the following manner:
 - (1) The meetings shall be arranged once per month over the duration of this Agreement. The last meeting shall be held no later than March 31 2013.
 - (2) The meeting may be arranged in the form of either a luncheon or dinner, or any other manner which is pre-agreed between the Embassy and Friedlander. The meetings will be held with Congressional staff as proposed by Friedlander and agreed by the Embassy over the course of the contract.
2. Friedlander shall provide strategic advice to the Embassy on policy matters relating to the US Congress and shall facilitate conversations between the Embassy and Congressional staff and occasional meetings for Japanese officials in Congress
3. Friedlander shall also from time to time provide the Embassy with regular reports that include items regarding future meetings, Congressional staff developments and other developments of interest to the Embassy.

II. DUTIES AND RESPONSIBILITIES OF THE EMBASSY OF JAPAN

In consideration of the services provided by the Consultant to the Embassy of Japan, the Embassy of Japan shall pay Friedlander the amount of Twenty thousands and Five Hundred Thirty Three Dollars (\$20,533).

The payments shall be made on a quarterly basis in the amount of FIVE THOUSAND SIX HUNDRED DOLLARS (\$5,600) with the first payment due upon the signature of this contract upon presentation of Friedlander's invoice.

III. TERMS

The Embassy's engagement of the Friedlander Group in this matter shall be deemed to have begun on May 1, 2012, and shall terminate on March 31, 2013, renewable by written agreement between the Embassy and the Friedlander Group.

This Agreement will be in effect from May 1, 2012, through March 31, 2013. Both Parties agree to a probationary period between May 1, 2012 and July 31, 2012. At the end of the probationary period either party may terminate this agreement upon written notice no later than July 31, 2012. If neither party terminates the Agreement, then the contract will continue. Either party has the right to terminate this engagement at any time during the period of engagement, with or without cause, by giving one month written notice to the other party. In case of such termination, the Friedlander Group will only bill the expenses incurred for the service rendered up to the date of termination.

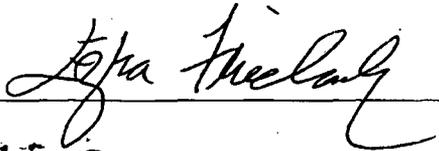
IV. MISCELLANEOUS TERMS

1. This Agreement is the only mutual agreement and understanding between the Embassy and Friedlander and supersedes any prior written or oral understanding or agreement that the parties might have had.
2. This Agreement can be modified only in writing and by the mutual consent in writing of both parties to it.
3. The parties will meet periodically to review progress and discuss future plans.
4. Both parties to this Agreement acknowledge that the confidentiality of this Agreement is critical to its proper implementation. Therefore, neither party shall reveal the relationship contemplated by this Agreement nor any activities undertaken as a result of it, except those items that must be disclosed under the Foreign Agents Registration Act.
5. Friedlander shall keep strictly confidential any information regarding the business or affairs of the Embassy of Japan disclosed to, acquired by, or developed by Friedlander. Friedlander further agrees not to use such information for any purpose other than its performance hereunder except with the prior written consent of the Embassy of Japan.
6. Either party reserves the right to terminate the contract with 30 days written notice should, a.) the Embassy determine that the services provided by Friedlander no longer fulfill the terms of the agreement outlined above in Section I, or, b.) Friedlander can no longer fulfill its duties as outlined above in Section I.

AGREED TO AND ACCEPTED,

Hideaki Mizukoshi
Minister
Embassy of Japan

Date



4/25/2012

CEO
The Friedlander Group