

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

Alignment Government Strategies

2. Registration No.

6317

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.

As requested by the foreign principal, registrant advises and represents the foreign principal on legislation and federal government policy matters and public outreach related to the promotion of interests of Japan, including but not limited to the strengthening of the U.S.-Japan relations, and awareness of the Asia-Pacific issues of interest to Japan.

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

Please see item 7 above.

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 may include specific advocacy assignments with regard to U.S. government officials, members of Congress and their staffs, representatives of media organizations and/or other individuals involved in legislative, regulatory, public policy or public affairs matters, and/or in other activities of interest to 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
November 01, 2016	Bertram Carp, Principal	/s/ Bertram Carp 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.

CONTRACT

Takuya Sasayama, Minister, Head of Chancery, Embassy of Japan to 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 and Alignment Government Strategies (hereafter referred to as B), have agreed as follows with respect to legislation and federal government policy matters and public outreach related to the promotion of interests of Japan, including but not limited to the strengthening of the US-Japan relations, and awareness of the Asia-Pacific issues of interest to Japan (hereafter referred to as activities).

Article 1

A requests B to act as a consultant on the implementation of projects as instructed by A with respect to legislation and federal government policy matters and public outreach. B agrees to undertake said consultancy.

Article 2

B is an independent contractor of A, and any commitments made between B and any other person(s) shall not bind A, except whenever A has given B special authority to do so.

Article 3

- (1) At the request of A, B shall make a report of its activities.
- (2) The aforementioned report shall include all activities provided in Article 1.

Article 4

The period of proposed activities of this contract shall be from October 25, 2016 to March 31, 2017.

Article 5

The fee for the consultancy service will be a maximum of \$105,000 for the period of Article 4. B shall undertake projects on the instruction of A; A shall pay B by the end of each month (October through March) upon receiving a report and invoice of the completed projects.

Article 6

Except as required by Article 7, while pursuing its activities in accordance with this contract, B must not disclose to third parties confidential information or instructions provided by A, or provided by others for communication to A.

Article 7

B must act in accordance with the relevant laws and regulations set forth by the Government of the United States, when pursuing its activities in accordance with this contract.

Article 8

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 9

No security deposit shall be required.

Article 10

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

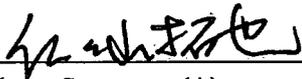
Article 11

Notwithstanding the foregoing provisions, either party may cancel this contract by issuing notification 30 days in advance.

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 25th day of October 2016.

Signed:



Takuya Sasayama (A)
Embassy of Japan to the
United States of America



Bert Carp (B)
Alignment Government Strategies