U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0003

Privacy Act Statement. 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. 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.

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, Criminal 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.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant	2. Registration No.
DLA Piper Rudnick Gray Cary US LLP 1200 Nineteenth Street, NW Washington, DC 20036-2412	3712

3. Name of foreign principal	4. Principal address of foreign principal
Government of Japan	Embassy of Japan 2520 Massachusetts Avenue, NW Washington, DC 20008

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

- [x] Foreign government
- [ ] Foreign political party
- [ ] Foreign or domestic organization: If either, check one of the following:
  - [ ] Partnership
  - [ ] Committee
  - [ ] Corporation
  - [ ] Voluntary group
  - [ ] Association
  - [ ] Other (specify): _____
- [ ] Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.
National Government

b) Name and title of official with whom registrant deals.
Minister Kimihiro Ishikane, Head of Chancery, Embassy of Japan

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.

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.)*

N/A

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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.

N/A

Date of Exhibit A	Name and Title	Signature
July 25, 2006	John Zentay, Partner	

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0007

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. 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. 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.

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, Criminal 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	2. Registration No.
DLA Piper Rudnick Gray Cary US LLP	3712

3. Name of Foreign Principal

Government of Japan

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Check Appropriate Boxes:

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.

DLA Piper Rudnick Gray Cary US LLP ("Firm") will advise the Government of Japan ("Client") regarding leaders important to US-Japan relations. (See Attached Agreement).

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

DLA Piper Rudnick Gray Cary US LLP ("Firm") will advise the Government of Japan ("Client") regarding leaders important to US-Japan relations. (See Attached Agreement).

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 may include inquiries on behalf of the foreign principal with members of the Legislative and Executive Branches.

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Date of Exhibit B	Name and Title	Signature
July 25, 2006	John Zentay, 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.

DLA PIPER RUDNICK GRAY CARY

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July 7, 2006

CONFIDENTIAL ATTORNEY/CLIENT COMMUNICATION

2006 JUL 26 AM 10:04
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Minister Kimihiro Ishikane
Embassy of Japan
2520 Massachusetts Avenue, N.W.
Washington, D.C. 20008

Dear Minister Ishikane:

Thank you for retaining DLA Piper Rudnick Gray Cary US LLP ("DLA Piper"). In accordance with our discussions and with the District of Columbia Rules of Professional Responsibility, this letter will confirm the terms and conditions under which DLA Piper will undertake to represent the Government of Japan ("Client"). The confidence expressed in us is deeply appreciated. The terms of our agreement and a statement of DLA Piper's billing policies and procedures are as follows:

Scope

DLA Piper will compile for the Client a comprehensive report identifying future leaders who we believe will play an important role in shaping Japan-U.S. relations in the years to come. This report will identify approximately fifty (50) future leaders in a wide range of fields, including curriculum vitae, contact information, and opinions on issues of importance to Japan-U.S. relations. DLA Piper will brief the Client on the report, arrange meetings with approximately fifteen (15) of these leaders, and accompany Embassy officials to those meetings.

Engagement Terms

This agreement is effective commencing July 15, 2006. The total fees and expenses for this assignment shall not exceed forty-five thousand dollars ($45,000), payable to DLA Piper Rudnick Gray Cary US LLP not later than sixty (60) days following completion of the project. This agreement will expire upon the completion of the assigned task unless extended by mutual written agreement of the parties.

All of our lawyers, consultants and legal assistants are bound by and strictly adhere to the District of Columbia Court of Appeals Rules of Professional conduct and laws and regulations governing lawyers, lobbyists and foreign agents applicable to activities on behalf of clients vis-à-vis in the Executive Branch, U.S. House of Representatives and U.S. Senate.

DLA PIPER RUDNICK GRAY CARY

We require all lawyers, consultants, and legal assistants to maintain time records regarding their work for each of our clients. The time records are reviewed carefully before bills are sent to our clients. All attorneys, consultants and legal assistants have hourly billing rates, which are reflected on our monthly time records. A list of our currently effective hourly rates will be furnished to you upon request.

As you know, the breadth of DLA Piper's practice is such that we may, from time to time, concurrently represent one client in a particular case or matter and an adversary of that client in an unrelated case or matter if it is DLA Piper's professional judgment that we can undertake the concurrent representation impartially and without adverse effect on our responsibilities to either client. Despite any such concurrent representation, it is our practice to preserve all client confidences of non-public information and to pursue zealously the interests of each of our clients. Client acknowledges that it does not consider such concurrent representation, in unrelated matters, to be inappropriate and will reasonably consent to such concurrent representation upon prior written notice by DLA Piper.

Please call me at any time if you have questions or concerns about our representation, billing practices, or a particular bill.

We look forward to working with you. If this letter meets with the approval of the Government of Japan, please sign it, retain a copy for your files and return the executed, original copy of this letter to me.

Sincerely,

Lloyd N. Hand
Senior Partner
DLA Piper Rudnick Gray Cary US LLP

Agreed and accepted:

By: _____ Date: July 7, 2006

Cc: Yudai Ueno
Second Secretary, Management & Coordination
Embassy of Japan

DLA PIPER RUDNICK GRAY CARY

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ATTACHMENT A

DLA Piper Rudnick Gray Cary US LLP

What Clients Should Know

This document sets forth DLA Piper's standard terms of engagement for providing legal services. These terms are an integral part of our agreement to provide you with legal services.

We ask that you review this document carefully and retain it for your files. If you have any questions after reading it, please contact us promptly.

Who Will Provide the Legal Services?

In most cases, one attorney will be your principal contact. From time to time, that attorney may delegate parts of your work to other lawyers or to legal assistants or non-legal professionals in the firm. We do this in order to involve those with special knowledge or experience in an area and to provide service to you in the most efficient manner.

Our Services to You

In our engagement letter with you, we specify the matter in which we will be representing you. It is important that you have a clear understanding of the legal services we will provide. If at any time you have questions regarding the scope of our services, please communicate with your principal contact at the firm.

At all times we will represent you zealously and act on your behalf to the best of our ability. Whenever we provide you with an expression regarding the potential outcome of your matter, we will use our best professional judgment. However, we cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Who Is Our Client?

It is our policy to represent only the person or entity identified in our engagement letter. Unless specifically stated in that letter, our representation of you does not extend to any of your affiliates.

For example, if you are a corporation or partnership, our representation does not include any parents, subsidiaries, employees, officers, directors, shareholders, or partners of the corporation or partnership, or commonly owned corporations or partnerships. If you are a trade association, our representation excludes members of the trade association. If you are an individual, our representation does not include your spouse, siblings, or other family members.

Conflicts of Interest

Increasingly, conflict of interest is a concern for lawyers and their clients today. We attempt to identify actual and potential conflicts at the outset of any engagement, and may request that you sign a conflict waiver before we accept an engagement from you. Occasionally, other clients or prospective clients may ask us to seek a conflict waiver from you so that we can accept an engagement on their behalf. Please do not take such a request to mean that we will represent you less zealously; rather, that we take our professional responsibilities to all clients and prospective clients very seriously.

Unfortunately, conflicts sometimes arise or become apparent after work begins on an engagement. When that happens, we will do our best to address and resolve the situation in the manner that best serves the interests of all of our affected clients.

Because we are a large firm, we may be asked to represent someone whose interests may be adverse to yours. We are accepting this engagement on the understanding that our representation of you will not preclude us from accepting any other engagement from any existing or new client provided that (i) such engagement is not substantially related to the subject matter of any services we are providing to you and (ii) in accepting such other engagement we would not impair the confidentiality of proprietary, sensitive, or otherwise confidential communications you have made to us.

How We Set Our Fees

The basis for determining our fee for legal services is set forth in the engagement letter itself. If you are unclear about the basis for determining your fee, please contact the attorney responsible for your representation.

Several factors play a role in how we set fees for our legal services, including:

The time and effort required to complete the matter, the novelty and complexity of the issues presented, the skill required to perform the legal services promptly, and on occasion the risk assumed by our firm.

- The applicable billing rates of the professionals assigned to the matter are adjusted periodically, usually at the beginning of each year, both on a selected and firm-wide basis. The time we spend on your work is recorded in tenth-hour increments.

- The amount of money or value of property involved.
- The nature of our professional relationship with you.
- Time constraints imposed by circumstances (e.g., external constrains or any substantial disruption of other office business) or by you.
- The experience and reputation of the lawyers and professionals who perform services for you.
- The extent to which our firm's office procedures and systems have produced a high-quality product on a substantially more efficient basis than would otherwise be the norm.
- These factors are not weighted equally; generally, time and effort carry more weight than do others.

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Billing Arrangements and Terms of Payment

We will bill you each month for both fees and other charges. Except as provided in the engagement letter, you agree to make payment within 30 days of receiving our statement.

Should your account become delinquent and satisfactory payment terms are not arranged, as permitted under the Rules regulating our profession we will be required to withdraw from the representation.

As stated earlier, we look to you, the client, for payment regardless of whether you are insured to cover the particular risk. From time to time, we assist clients in pursuing third parties for recovery of attorneys' fees and other charges resulting from our services. These situations include payments under contracts, statutes, or insurance policies. However, it remains your obligation to pay all amounts due to us within 30 days of receiving our statement.

Termination

When we complete the services you have retained us to perform, we will consider the attorney-client relationship for that matter to have been terminated. If you later retain us to perform

further or additional services, our attorney-client relationship will be revived subject to these terms of engagement and on the continuing understanding that it will not preclude us from accepting any other engagements from any existing or new client, provided only that we will not accept any engagement that is substantially related to any services we have provided to you, or which would impair the confidentiality of proprietary, sensitive, or otherwise confidential communications you have made to us. These terms and understandings will apply unless and until we expressly agree in writing to other arrangements.

You may terminate our representation at any time, with or without cause, by notifying us in writing. We will return your papers and other property to you promptly upon receipt of your request for those materials unless they are appropriately subject to a lien. We will retain our own files pertaining to the matter or case, including our drafts, notes, internal memos, and work product. Your termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the matter.

Our Professional Responsibility

We are subject to the codes of professional responsibility for the jurisdictions in which we practice. These codes list several types of conduct or circumstances that require or allow us to withdraw from representing a client. These include, for example, nonpayment of fees or charges, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client.

We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal. If withdrawal ever becomes necessary, we give our client written notice as soon as practicable.

In Conclusion

We look forward to a long and mutually satisfying relationship with you. Again, if at any time you have a question or concern, please feel free to bring it to the attention of your principal contact at our firm.