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OMB No. 1124-0004; Expires July 31, 2023

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 in print and 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	2. Registration Number
Mercury Public Affairs, LLC	6170

3. Name of Foreign Principal

Okinawa Prefecture

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. What is the date of the contract or agreement with the foreign principal? 10/26/2021

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see the attached contract. Registrant provides the principal business consulting and government relations services, including lobbying and advocacy directed at the U.S. government, advice regarding communications with U.S. policy experts, planning and coordination of principal's travel to the U.S., and other services as agreed to by Registrant and principal.

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

Please see the attached contract. Registrant provides the principal business consulting and government relations services, including lobbying and advocacy directed at the U.S. government, advice regarding communications with U.S. policy experts, planning and coordination of principal's travel to the U.S., and other services as agreed to by Registrant and principal.

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.

Please see the attached contract. Registrant provides the principal business consulting and government relations services, including lobbying and advocacy directed at the U.S. government, advice regarding communications with U.S. policy experts, planning and coordination of principal's travel to the U.S., and other services as agreed to by Registrant and principal.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

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

Received by NSD/FARA Registration Unit 11/03/2021 4:37:30 PM

Received by NSD/FARA Registration Unit 11/03/2021 4:37:30 PM

12. During the period beginning 60 days prior to the obligation to register[3] 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 ☒

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

Total

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

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.

Received by NSD/FARA Registration Unit 11/03/2021 4:37:30 PM

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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	
November 03, 2021	Leonardo Dosoretz	Sign	/s/ Leonardo Dosoretz	eSigned
		Sign		
		Sign		
		Sign		

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Mercury.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between **Okinawa Prefecture** ("you", or the "Client") and **Mercury Public Affairs, LLC** ("we", "us", or the "Consultant"), in order to set forth the terms and conditions under which we agree to provide you the services set forth on Schedule 1, and such other services you request and we agree to provide (the "Services").

Please carefully review the terms below, which form the basis of the representation. You and we each agree that this MOU is intended to be binding and legally enforceable. Upon our receipt of a copy of this MOU signed by you, this engagement shall be considered effective as of April 1, 2021 (the "Effective Date"), and will continue in effect until March 31, 2022 (the "Term").

In exchange for the Services, you agree to pay us $109,500.00, to be paid in two (2) equal installments as follows: the first installment shall be due within thirty (30) days of your execution of this MOU; and the second installment shall be due on November 1, 2021. In addition, you agree to reimburse us for reasonable and customary expenses actually incurred and properly documented in providing the Services. Any such expense in the amount of $500.00 or greater requires your prior written approval. Other than in connection with the two installment payments set forth above, payment in full of fees and expenses shall be made to us within 30 days after an invoice is rendered. You will be billed on the 1st of every month. In the event that you do not pay such fees and expenses per the invoices within the specified timeframe, we may suspend provision of Services until payment is made. All payments made by you shall be without deduction or offset. Reasonable and customary expenses will be billed and paid monthly in the same manner as the fees.

Any notice or other communication required or in connection with this engagement will be in writing and either delivered personally or mailed, by certified or registered mail, postage prepaid, or sent via email, and will be deemed given when so delivered personally or if mailed, 72 hours after the time of mailing as set forth on Exhibit A attached to this MOU.

You acknowledge and agree that we are entitled to perform services and conduct operations of a nature similar or dissimilar to the Services anticipated or actually performed for you, in the same or similar business as you, and nothing will preclude us from doing so. Notwithstanding the above, we will devote such personnel and resources in the performance of the Services necessary to perform the Services hereunder diligently and conscientiously.

During the course of the performance of the Services, Consultant may have access to, have disclosed to it, or otherwise obtain information which Client identifies in writing or through labeling as being of a confidential or proprietary nature ("Confidential Information"). Consultant shall use such Confidential Information solely in performance of its obligations under this Agreement. Information shall not be deemed confidential if such information is: (i) already known to Consultant free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly.

Received by NSD/FARA Registration Unit 11/03/2021 4:37:30 PM

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We each agree not to use the other's name, logo, trademarks, or service marks in any advertising, publicity releases, or any other materials without the other's prior written approval. We will bear no liability to you for loss or damage in connection with advice or assistance by us given in good faith performance of the Services. Notwithstanding anything herein to the contrary, in no event shall we be liable to you (whether for damages, indemnification, or any other claim) for an amount greater than the amount of compensation (and not including reimbursement for expenses) actually paid to us by you for the Services.

You and we each agree to indemnify and hold harmless the other from and against all liabilities, losses, claims, demands, actions, judgments, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any gross negligence or willful misconduct by the indemnitor, its employees, officers, directors, and agents.

No amendments or modifications to this MOU are permitted, unless made in writing and signed by both you and us.

In the event of any dispute concerning the terms of this MOU, you and we agree to work in good faith to informally resolve said dispute. In the event that a dispute cannot be resolved, New York law will apply, jurisdiction shall be in New York, and venue is proper and exclusive in New York County, New York. Both you and we each hereby waive any right to have any such dispute resolved by jury trial.

This MOU constitutes the entire understanding agreement between you and us and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between you and us.

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We look forward to working with you and continuing our long and satisfactory business relationship.

On behalf of Mercury Public Affairs, LLC:

Vin Weber

Name: _____

Title: Partner

Date signed: 10/26/2021

Agreed to and accepted on behalf of Okinawa Prefecture:

Name: Denny Tamaki

Title: Governor

Date signed: October 22, 2021

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SCHEDULE 1

Scope of Services

Consultant shall provide the following Services to the Client:

1. Lobbying and advocacy services directed toward the U.S. federal government;
2. Advise and assist Client with communications with U.S. policy experts;
3. Assist with the planning and coordination of the Okinawa Governor's visit to the United States; and
4. Other services requested by Client and agreed to by Consultant in writing.

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EXHIBIT A

Contact Information

If to Mercury:

Mercury Public Affairs, LLC
509 Guisando de Avila
Suite 100
Tampa, Florida 33613-5235
Attention: Bibi Rahim
Telephone: 813-908-1380
Email: DASAccounting@mercuryllc.com

If to Okinawa:

Okinawa Prefecture
1101 Connecticut Avenue NW
Suite 450
Washington, DC 20036
Attention: Satoshi Uechi
Telephone: (202) 753-5052/5053
Email contact: uechist@pref.okinawa.dc-office.org

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