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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
theGroup DC, LLC	6388

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. What is the date of the contract or agreement with the foreign principal? 06/28/2023

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

The Registrant will be providing government relations services to the Embassy.

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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.

The Registrant will be providing government relations services to the Embassy.

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.

The Registrant will be providing government relations services to the Embassy.

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 ☐ 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 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 ☐ 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

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, 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

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.

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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
06/29/2023	Paul L. Miller III	/s/Paul L. Miller III

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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
6/28/23	Paul L. Miller III	

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This Consulting Agreement (the "Agreement") is entered into as of July 1, 2023 (the "Effective Date"), by and between Embassy of Japan, ("Client"), and theGROUP DC, LLC, ("theGROUP"). In consideration of the mutual promises contained herein, the parties agree as follows:

1. **Services** theGROUP agrees to provide services, assistance, advice, and counsel on matters of interest to Client, before the U.S. Government and Congress.

2. **Term** This Agreement shall commence on the Effective Date and continue through nine (9) months, ending on March 31, 2024.

3. **Fees & Expenses** In return for the Services, Client agrees to pay theGROUP the sum of Twenty-Five Thousand Dollars ($25,000.00) per month. theGROUP will invoice Client each month and such invoices shall be due within thirty (30) days of receipt. Subject to Client's prior approval and upon submission of appropriate documentation from theGROUP, Client will reimburse to theGROUP those non-local business-related travel and other expenses reasonably and necessarily incurred in connection with the performance of the Services. Such pre-approved expenses will be billed monthly.

4. **Confidentiality** During the course of this Agreement, each party may come into the possession of Confidential Information (as defined below) that pertains to the other party's or its third-party consultants' businesses, including strategies and procedures. As used herein, "Confidential Information" shall mean a party's proprietary, confidential information and data, other than information which is: (i) in the public domain; (ii) known to the other party at the time of disclosure; or (iii) disclosed to one party hereto by a third party under no obligation of confidentiality to the other party hereto.

   Confidential Information shall not be divulged or made accessible to any third party without the other party's written consent or pursuant to a court order. In the event that any confidential information is inadvertently disclosed, the disclosing party shall immediately notify the other party.

5. **Indemnification** Client shall indemnify and hold harmless theGROUP, its affiliates and successors, assigns, officers, directors, and employees from and against any and all claims, actions, damages, liabilities, losses, costs, or expenses (including, without limitation, reasonable attorney's fees), which may arise in connection with Client's negligent or willful acts or omissions in connection with this Agreement or Client's non-compliance with any applicable laws, rules, regulations, statues, legal requirements, or Client policies. For the avoidance of doubt this Section shall survive termination of this Agreement.

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6. **Notices** All notices, requests, demands, claims and other communications hereunder related to the terms of this Agreement shall be in writing and shall be given or made (and shall be deemed given or made upon receipt) by delivery in person, by courier service, by email, by telecopy or by registered mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or to such other addresses as may be notified by one party to the other in writing):

If to theGROUP:
theGROUP DC, LLC
Attn: Art Collins, Managing Partner
1730 Pennsylvania Avenue NW,
Suite 500
Washington, DC 20006

If to Client:
Embassy of Japan
2520 Massachusetts Avenue NW,
Washington, DC 20008

7. **Compliance with Laws** theGROUP will comply with all federal, state, and local statutes, regulations, ordinances, and rules, specifically but not limited to all laws pertaining to government relations; including campaign finance limits, prohibitions, and disclosure obligations; gift, meal, and travel reimbursements, and related ethics rules; and lobbying and foreign agent registration, reporting, disclosure and activity limitations.

8. **Entire Agreement** This Agreement and any Exhibit(s) attached hereto constitute and are intended to constitute the final, entire, complete, and exclusive agreement between the parties. This Agreement may be modified or amended only by mutual, written agreement of the parties.

9. **Authority** Each party represents and warrants that it has power to enter into this Agreement on behalf of Client and theGROUP respectively and has obtained all of the necessary approvals to do so.

10. **Signatures** IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be entered into and executed as of the Effective Date.

Client

By: Koichi Ai

Title: Minister and Head of Chancery

Date: 6/28/2023

theGROUP

By:

Title: Partner

Date: 06/28/2023

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