

OMB No. 1124-0006; Expires April 30, 2017

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 California Strategies, LLC 980 9th Street, Suite 2000 Sacramento, CA 95814	2. Registration No. 6337
3. Name of Foreign Principal Consulate General of Japan in San Francisco	4. Principal Address of Foreign Principal 275 Battery Street, #2100 San Francisco, CA 94111
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Government of a foreign country; ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Committee <input type="checkbox"/> Corporation <input type="checkbox"/> Voluntary group <input type="checkbox"/> Association <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Individual-State nationality _____	
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Consulate General of Japan in San Francisco b) Name and title of official with whom registrant deals Shoichi Nagayoshi, Deputy Consulate General	
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	

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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 <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

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
5/20/16	JAMES E. BURTON, MANAGING PARTNER	James E. Burton

OMB No. 1124-0004; Expires April 30, 2017

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 California Strategies, LLC	2. Registration No. 6337
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3. Name of Foreign Principal

Consulate General of Japan in San Francisco

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.

The foreign principal has retained the registrant to provide research and advice on high speed rail activity in California, and to create and implement a public relations program aimed at providing the Japanese high speed rail industry with opportunities to articulate the positive role of that industry in California.

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

The registrant proposes to collect and analyze information concerning high speed rail activity in California; provide analysis and recommendations regarding opportunities for the Japanese high speed rail industry in the state; facilitate meetings between leaders in the California high speed rail effort and leaders in the high speed rail effort in Japan; and create and implement a public relations program aimed at providing the Japanese high speed rail industry with opportunities to articulate the positive role of that industry in California.

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.

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
5/20/16	JAMES E. BURTON, MANAGING 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.

CALIFORNIA STRATEGIES, LLC

May 9, 2016

Contract

This contract will describe the relationship between the Consulate General of Japan in San Francisco and California Strategies, LLC, a consulting firm organized under the laws of California. Shoichi Nagayoshi, representing the Consulate will work with Steve Larson, Partner in California Strategies, and they will represent their respective entities for the purposes of this contract. Both have agreed to the public relation activities as described in Article 1.

Article 1 - Scope of Work

1. Create and maintain a list of stakeholders (e.g., State and local governments, local supporters and opponents) including competitors to Japanese firms relating to the California high-speed rail project (e.g., Siemens, Chinese corporations, etc.)
2. Collect and analyze information concerning high-speed rail activity by possible competitors to Japanese firms, including information concerning the media who possible competitors may use.
3. Collect and analyze information concerning high-speed rail activity by the Chinese in the Las Vegas, Nevada - California corridor.
4. Create and recommend a public relations and media program for Japanese high-speed rail interests in California.
5. Create and/or advise the Consulate concerning speaking in California relating to high-speed rail.
6. Encourage the media to prepare and print articles relating to high-speed rail activities in Japan.
7. Facilitate visits to Japan by leaders of the high-speed rail effort in California.
8. Where possible, support Japanese companies (e.g., Toyota Tsusho) interested in participating in CHSR business opportunities.

Article 2 - California Strategies

Steve Larson, a Principal Partner with California Strategies will represent the firm to the Consulate (i.e., Mr. Nagayoshi) and if required may involve other assets of California Strategies without additional cost to the Consulate. There will be no additional costs to the Consulate except those agreed upon by both the Consulate and Mr. Larson.

Article 3 - Reporting

At the request of the Consulate, Mr. Larson shall provide timely written reports of activities related to high speed rail activity in California, particularly those activities related to the tasks outlined in Article 1. Oral reports will be provided as needed.

U.S. BANK PLAZA
980 NINTH STREET, SUITE 2000 • SACRAMENTO, CA 95814
TELEPHONE (916) 266-4575 • FACSIMILE (916) 266-4580

Article 4 - Length of Time for the Contract

The life of this contract shall be one month from May 10, 2016 to June 9, 2016. The terms of the contract and any amendments to the contract can be extended upon agreement of both parties to this contract.

Article 5 - Compensation

Upon receipt of an invoice and activity report from California Strategies and approval by the Consulate, a payment of \$15,000 will be made to California Strategies.

Article 6 - Confidentiality

Except as required by federal or state law California Strategies agrees to protect confidential information against unauthorized disclosure. Under the Foreign Agents Registration ACT (FARA) this agreement must be disclosed. The Consultant will protect such information using a reasonable degree of care as is used to protect its own confidential information of a like nature. California Strategies agrees to protect confidential information disclosed under this agreement in both a.) a tangible form, clearly labeled confidential at time of disclosure, and b.) in nontangible form, pertaining to matters disclosed in writing or orally which protect or enhance the competitive position of companies designated by the Consulate. This agreement covers confidential information California Strategies has obtained to date and will obtain in the future. California Strategies' obligations regarding confidential information received under this agreement shall survive for two years following the termination to this contract. Also, the principal partner (Steve Larson) of California Strategies will not have any business relationships, except for those approved by the Consulate, with companies deemed to be competitors of Japanese interests in high speed rail in California during the life of this contract.

Article 7 - Indemnification

California Strategies will act in accordance with California law when pursuing objectives outlined in this contract. In addition, and notwithstanding any provision of this Agreement to the contrary, neither party shall be liable to the other for indirect, incidental or consequential damages. In the event any damage, liability, loss, expense or cost, including attorney's fees, is the result of a negligent act, error, or omission of a party to this Agreement or any person employed by it, and arises out of the performance of this Agreement, the negligent party shall indemnify, defend and hold the other party harmless.

Article 8 - Resolution of Differences

Any matters arising out of or in connection with this contract shall be resolved through consultation between the Consulate and California Strategies. Notwithstanding this

mechanism of resolution of differences, either party may terminate this contract by issuing notification 30 days in advance.

Article 9 - Code of Ethics

In respect to the performance of its Scope of Work, the Principal Partner of California Strategies specifically represents, warrants and agrees that, in respect of its involvement with the Consulate, no payment or offer of payment has been made or shall be approved or made by Mr. Larson with the intention of understanding that any part of such payment is to be used to influence or attempt to influence, corruptly or unlawfully, any decision or judgement of any official of any government or of any subdivision, agency, or instrument thereof of any political party in connection with the Consulate. The obligations in the paragraph shall survive the termination of this Agreement.

Article 10 - Independent Contractor

By execution of the agreement, California Strategies acknowledges that it is an independent contractor and neither it nor its employees are employees of the Consulate for any purpose whatsoever. California Strategies has no right or authority to assume or create any obligation or responsibility, express or implied, on behalf of the Consulate, except as expressly authorized in writing by the Consulate.


Article 11 - Other Conditions

The scope of consulting services contemplated under this agreement does not include "lobbying" as that term is defined under the Political Reform Act (Government Code Sections 81000 et. seq.) or local law. Consequently, the Consulate hereby agrees that no payments to California Strategies will be classified as payments made to lobbyists or lobbying firms on any lobby disclosure reports filed by the Consulate, if any. Should at any time a question arise regarding lobbying activities, the Consulate and California Strategies agree to discuss immediately and take the appropriate action. If the scope of services needs to be amended to include lobbying activities the Consulate and California Strategies agree to make such amendment immediately and file the appropriate paperwork with the Secretary of State. California Strategies will register and file reports as required pursuant to FARA.

This Agreement will be governed by, and construed and enforced in accordance with the laws of the State of California and the United States.


In witness whereof, the parties hereto have caused this contract to be executed in duplicate originals, one original to be retained by each party.

Consulate General of Japan
In San Francisco

By: 
Shoichi Nagayoshi,
Deputy Consul General

Date: May 10, 2016

California Strategies, LLC

By: 
James E. Burton, Managing Partner

Date: 5.12.2016