

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 Southwest Strategies LLC 401 B Street, Suite 150 San Diego, California 92101 | 2. Registration No. <div style="font-size: 2em; text-align: center;">6343</div> |
|---|--|

| | |
|--|---|
| 3. Name of Foreign Principal Embassy of Japan | 4. Principal Address of Foreign Principal 2520 Massachusetts Ave, NW Washington, DC 20008 |
|--|---|

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

Government of a foreign country¹

Foreign political party

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) _____ |

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
 Embassy

b) Name and title of official with whom registrant deals
 Hideo Suzuki, Minister, Head of Chancery

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 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.)*

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 |
|-------------------|--|--------------------------|
| March 21, 2016 | Jennifer Wahl, Chief Executive Officer | /s/ Jennifer Ziegau Wahl |

eSigned

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 Southwest Strategies LLC | 2. Registration No. 6343 |
|---|---------------------------------|

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.

Provide education and outreach to San Diego stakeholders with regard to international trade issues. Southwest Strategies will be a subcontractor to KP Public Affairs, LLC to be paid \$10,000 in fees for services rendered between March 12, 2016 to March 31 2016.

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

Provide messaging and materials development regarding issues related to foreign trade with Japan; conduct outreach to key audiences regarding the nature and benefits of foreign trade; provide feedback regarding outreach and analyze public awareness and support regarding proposed international trade agreements.

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.

Communication with stakeholders and government officials regarding international trade policies.

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 |
|-------------------|--|--------------------------|
| March 21, 2016 | Jennifer Wahl, Chief Executive Officer | /s/ Jennifer Ziegus Wahl |
| | | 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.

SOUTHWEST STRATEGIES

CONSULTANT AGREEMENT

This Agreement is made by and between KP Public Affairs ("Client") and Southwest Strategies, LLC, consulting company ("Company").

1. **SERVICES.** The Client agrees to retain the Company to provide consulting services for the public affairs and community outreach support related to trade policy developments between Japan and the United States in support of the Ministry of Foreign Affairs, Embassy of Japan.
2. **TERM.** The term of this Agreement shall commence on March 12, 2016 and shall continue until March 31, 2016, unless extended by the Client.
3. **COMPENSATION FOR SERVICES.** The Client shall pay the Company for public affairs services provided on a monthly basis at the rate of \$10,000.00 per month.

Additional costs for printing and other services will be submitted in advance for client approval. The Company understands and acknowledges that the Client shall not deduct any social security, federal, state or other taxes from this amount. All invoices will detail time spent on providing the services under this Agreement.

4. **EXPENSES.** Any extraordinary expenses, including, but not necessarily limited to, lobbying registration fees, travel, entertainment or any expense in excess of \$250, shall be the responsibility of the Client, but may not be incurred without prior written approval of the client. Any expenses exceeding \$10,000 will be due and payable immediately.
5. **STATUS.** Company shall not be considered an employee, and shall indemnify the Client for any loss, claim or liability from any federal or state income tax, social security, or employment or disability payments imposed on the Client. The Company understands and acknowledges that the Client will not pay unemployment taxes for the Company, pursuant to Unemployment Compensation Code section 636.



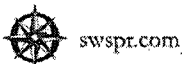
swspr.com

SAN DIEGO: 401 B Street, Suite 150 • San Diego, CA 92101 | 858.541.7800

CENTRAL VALLEY: 2444 Main Street, Suite 135 • Fresno, CA 93721 | 559.521.2210

March 12, 2016
Page 2 of 3

6. **TERMINATION.** This Agreement may be terminated by either party at any time and payment of compensation hereinafter shall be prorated to the last day this Agreement remains in force. Upon termination, Client may take possession of Client files/documentation. If Client does not take possession of Client files/documentation, SWS will only maintain Client files/documentation for a period of one (1) year, at which time SWS has the right to eliminate all files.
7. **DISPUTE RESOLUTION.** This Agreement shall be construed under the laws of the State of California. If any mediation, arbitration, legal or equitable action is brought relating to the terms of this Agreement or any services provided or expenses incurred by Company for Client's benefit, San Diego, California shall be the exclusive legal venue for said action. All disputes over the terms of this Agreement or costs incurred thereunder that are not resolved in a reasonable time by the parties shall be submitted to mediation using a mediator agreeable to the parties or otherwise selected by JAMS San Diego. Such mediation shall be non-binding on the parties. If the dispute is not resolved by mediation, the parties may either (i) agree to submit the matter to binding arbitration, or (ii) initiate litigation. The prevailing party in any arbitration or litigation proceeding shall be entitled to have and recover from the losing party's reasonable attorneys' fees and all costs incurred in the arbitration or litigation.
8. **CONFIDENTIALITY.** The Company shall hold all information received in connection with this project in strict confidence, shall use such confidential information only in connection with the Agreement, and shall ensure that any person granted access to such confidential information similarly holds the information in strict confidence.
9. **COMPANY INFORMATION.** The Company has a County business license and the Company's Federal I.D. number is [REDACTED]
10. **ENTIRE AGREEMENT.** This Agreement represents the full Agreement of the Client and Company. No modification of the contract shall be made without the mutual written consent of the Client and Company, except for termination as stated herein.



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March 12, 2016
Page 3 of 3

Executed this March 12, 2016.

Southwest Strategies LLC

By: Jennifer Wahl

Jennifer Ziehaus Wahl
Chief Executive Officer

KP Public Affairs

By: Michael Burns

Michael Burns
Chief Executive Officer



swspt.com

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