

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 <https://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 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 .22 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 Carrara Group LLC dba Carrara Nevada	2. Registration Number 7399
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3. Primary Address of Registrant
 6360 South Rainbow Blvd, Ste 102, Las Vegas, NV 89118

4. Name of Foreign Principal Japan Consulate	5. Address of Foreign Principal 275 Battery Street #2100 San Francisco, CA 94111
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6. Country/Region Represented
 JAPAN

7. Indicate whether the 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 (<i>specify</i>) _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
 Consulate General

b) Name and title of official(s) with whom registrant engages
 Bambara Hiroshi

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.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. 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:

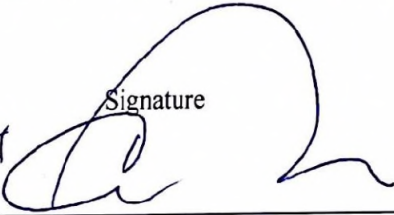
- | | | |
|---|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign 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"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. 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, 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
<u>4/17/24</u>	<u>Carl Landers "Rocky" Finseth II</u>	
<u>4/17/24</u>	<u>Serena Chiyo Kasama</u>	<u>Serena Kasama</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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.

<p>1. Name of Registrant Carrara Group LLC dba Carrara Nevada</p>	<p>2. Registration Number 7399</p>
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3. Name of Foreign Principal
Japan Consulate

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? 04/01/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide monthly updates on events occurring in Nevada and report accordingly; meet on a monthly basis to discuss aforementioned events, respond to periodic inquires from client.

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

Provide monthly updates on events occurring in Nevada and report accordingly; meet on a monthly basis to discuss aforementioned events, respond to periodic inquires from client.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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.

11. Prior to the date of registration² 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.

We met to understand the scope of work prior to the engagement of a contract for services.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
03/06/2024	Dambara Hiroshi	In Person	Scope of Work
04/05/2024	Dambara Hiroshi	In Person	Execute Contract

12. During the period beginning 60 days prior to the obligation to register³ 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
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13. During the period beginning 60 days prior to the obligation to register⁴ 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

If yes, set forth below in the required detail an account of such monies or things of value.

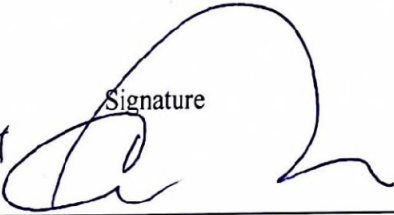
Date	Recipient	Purpose	Amount/Thing of Value
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of 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.

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
<u>4/17/24</u>	<u>Carl Landers "Rocky" Finseth II</u>	
<u>4/17/24</u>	<u>Serena Chiyo Kasama</u>	<u>Serena Kasama</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into as of this 1st day of April 2024 (“Effective Date”) by and between Carrara Group LLC, a Nevada Limited Liability Company, dba Carrara Nevada (hereinafter referred to as “CN”) and Consul General of Japan in San Francisco. (hereinafter referred to as “CLIENT”).

Recitals:

- A. CN provides consulting services including, but not limited to, lobbying services and overall political consulting.
- B. CLIENT is a foreign governmental entity with interests in better understanding initiatives in the State of Nevada;
- C. CLIENT seeks to retain the professional consulting services provided by CN.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services:

CN shall provide the services detailed in Exhibit A. CN will not be providing lobbying services for CLIENT in the State.

CN shall maintain regular communication with CLIENT.

CN will not speak to press about CLIENT matters.

2. Consideration For Services:

2.1 Contract Fees. As full consideration for the professional services provided by CN, CLIENT agrees to pay CN as set forth in the payment schedule attached as Exhibit B.

2.2 Costs. CLIENT agrees to cover all reasonably-related and necessary costs associated with the Scope of Service set forth in Exhibit A. Such costs shall include all expenditures associated with travel by CN officials at the request of CLIENT and any other items reasonably necessary to achieve CLIENT’S goals. CN shall seek from CLIENT prior written approval of estimated costs at least ten (10) days prior to the costs being incurred.

3. Invoice and Payment of Amounts Due and Owing.

- a) CN agrees to send CLIENT an itemized invoice of fees and costs accrued by the tenth (10th) day of the month following the month during which the fees and costs were incurred;

- b) Upon receipt of the invoice CLIENT agrees to review the itemized invoice and provide any objections thereto within ten (10) days. It is specifically understood that if an objection is no received within ten (10) days, any objections are waived;
- c) Should CLIENT have no objections to the content of the invoice, CLIENT shall render payment to CN by the first (1st) day of the month following receipt of the invoice; and
- d) CN has no obligation to advance any costs on behalf of CLIENT; and
- e) Any unpaid balances shall accrue interest at 2.5% per annum.

4. Conflicts of Interest:

4.1 CN shall endeavor to avoid conflicts of interest between CLIENT and other Clients of CN. In the event that a conflict arises, CN shall inform CLIENT of the conflict and shall endeavor to resolve the conflict with the consent of CLIENT.

5. Term and Termination of Agreement:

5.1 Term of Agreement. The Effective Date of this Agreement is April 1, 2024, and will continue in force until March 31, 2025, this contract may be extended upon mutual agreement between both parties;

5.2 Termination of Agreement in Absence of Breach. Notwithstanding Section 5.1., either party may immediately terminate the Agreement with 30 days written notice. CLIENT shall be required to immediately pay all amounts due and owing CN under this Agreement. As of the effective date of termination by either party, CN is no longer required to provide services and CLIENT is no longer obligated to render payment other than those specifically mentioned in this Section;

5.3 Termination of Agreement Due to Breach. Notwithstanding Section 5.1., either party may terminate this Agreement if the other party commits a material breach of any term of this Agreement, which has not been remedied within ten (10) days of a written request to remedy the same. CLIENT shall be required to immediately pay of all amounts due and owing CN under this Agreement. As of the effective date of termination by either party, CN is no longer required to provide services and CLIENT is no longer obligated to render payment other than those specifically mentioned in this Section.

6. Representations and Warranties:

6.1 Representations and Warranties of CN:

a) This Agreement has been duly executed by an authorized representative of CN, and constitutes the valid, legal and binding obligations of CN, enforceable against CN in accordance with its terms;

b) CN represents that it has obtained, and will continue to retain throughout the term of the Agreement, any licenses and registrations required by federal, state or municipal law related to the provision of services under the Agreement;

c) CN represents that it will abide by, throughout the term of the Agreement, all federal, state or municipal laws related to the provision of services under the Agreement;

d) CN is under no obligations or restrictions, nor will it assume any such obligations or restriction, that in any way interfere or be inconsistent with the services performed under this Agreement;

e) CN represents that it is a legally established business entity organized under the laws of the State of Nevada;

f) All reports and other documents received by or prepared at the request of the CLIENT by CN shall be the exclusive property of the CLIENT. Such documents shall be returned to the CLIENT upon the CLIENT'S request or at the termination of this Agreement. However, any data, research or other information obtained by CN or created by CN, shall be the exclusive property of CN and subject to CN's document retention policy; and

g) CN acknowledges that this Agreement has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the CLIENT or CN.

6.2 Representations and Warranties of CLIENT:

h) This Agreement has been duly executed by an authorized representative of CLIENT, and constitutes the valid, legal and binding obligations enforceable against CLIENT in accordance with its terms;

i) CLIENT understands that CN is engaged in the same or similar activities for other entities and that the CLIENT is not the sole customer for CN.

CLIENT understands and agrees to the Conflicts of Interest policy set forth in Section 3;

j) CLIENT agrees to provide honest, complete and correct information to CN. CLIENT understands that the failure to do so can materially affect CN's ability to perform services under this Agreement and may give rise to termination of the same;

k) CLIENT agrees to keep as confidential the representations and recommendations made by CN. CLIENT understands that disclosure of the same may materially affect CN's ability to perform services under this Agreement and may give rise to termination of the same;

l) All reports and other documents received by or prepared at the request of the CLIENT by CN shall be the exclusive property of the CLIENT. Such documents shall be returned to the CLIENT upon the CLIENT'S request or at the termination of this Agreement. However, any data, research or other information obtained by CN or created by CN, shall be the exclusive property of CN and subject to CN's document retention policy;

m) CLIENT acknowledges that this Agreement has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the CLIENT or CN.

n) CLIENT understands that CN will comply with all federal requirements concerning FARA to include registration, and all compliance measures as required under the law.

7. **Breach of Contract:**

1. **Breach by CN:**

In the event that CN fails to perform any provision of this Agreement, CLIENT:

- a) Shall provide CN with written notice of the failure to perform;
- b) Provide CN ten (10) days during which to cure failure to perform; and
- c) By providing CN with notice and an opportunity to cure any failure to perform under the Agreement, does not waive, and hereby expressly reserves the right to pursue any other remedy under law or equity;

Non-performance after the first notice of non-performance shall be considered a material breach of the Agreement.

7.2. Breach by CLIENT:

In the event that CLIENT fails to perform any provision of this Agreement, CN:

- a) Shall provide CLIENT with written notice of the failure to perform;
- b) Provide CLIENT ten (10) days during which to cure failure to perform;
and
- c) By providing CLIENT with notice and an opportunity to cure any failure to perform under the Agreement, does not waive, and hereby expressly reserves the right to pursue any other remedy under law or equity;

Non-performance after the first notice of non-performance shall be considered a material breach of the Agreement.

8. Agreement to Arbitrate Disputes:

Any and all disputes, controversies or claims arising under or in connection with this Agreement, including without limitation, fraud in the inducement of this Agreement, or the general validity or enforceability of this Agreement, shall be governed by the laws of the State of Nevada, without giving effect to its conflict of laws' provisions and shall be submitted to binding arbitration before one arbitrator of and in accordance with the Commercial Arbitration Rules of the American Arbitration Association and conducted in a private manner in Clark County, Nevada.

In the event the parties cannot agree on an Arbitrator, each shall provide the name of one Arbitrator and those two Arbitrators shall jointly select a third, neutral, Arbitrator to adjudicate the dispute. All expenses of any arbitration shall be borne equally by the parties. All fees, including legal fees shall be borne by the party who incurred said fees. The award of the arbitrator shall be final and enforceable in the courts of Nevada. All costs of enforcement are to be borne by the losing party. In reaching his or her decision, the Arbitrator shall have no authority to change or modify any provision of this Agreement. Each party shall have the right to discovery in accordance with the Nevada Rules of Civil Procedure so long as all discovery is conducted under a confidentiality order issued by the Arbitrator prohibiting the use of any information disclosed or delivered in the discovery process except for use within the Arbitration. Upon conclusion of the Arbitration, all documents or tangible items disclosed must be returned to the party who produced the items.

9. Confidentiality:

9.1 Maintaining confidentiality: CN must not disclose to a third party the contents of services stipulated by CLIENT under this Agreement or any confidential

information learned in performing the services pursuant to this agreement, except as required of CN in accordance with CN's obligations under FARA.

9.2 Subpoena or other legal request: In the event CN receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, CN shall provide prompt actual notice to the CLIENT of such receipt, CLIENT with a reasonable opportunity to intervene in the proceeding before the time that CN is required to comply with such subpoena or other process. In the event CLIENT instructs CN not to comply with any portion or all of the process, CN shall comply with such instructions and CLIENT shall indemnify, defend and hold CN harmless from any damages to the extent that CN's damages result from its compliance with CLIENT's instructions.

Additionally, CLIENT shall be responsible for all of CN's actual costs, including but not limited to actual attorneys' fees, in relation to a subpoena that relates to CLIENT. CN shall have the right to retain its own counsel in relation to such compliance and CLIENT shall bear all actual financial responsibility in relation thereto.

10. Indemnification:

10.1 CLIENT agrees to indemnify, defend and hold CN harmless from any claims, damages, actions or any other harm associated with or affiliated with the actions of the CLIENT including, but not limited to, the misrepresentation or omission of information provided by CLIENT to CN. Furthermore, CLIENT agrees to indemnify, defend and hold CN harmless from any claims by any governmental entity or agency in relation to the actions or inactions undertaken by CLIENT.

11. Non-Solicitation of Staff

11.1 CLIENT acknowledges that CN has invested substantial time, effort and expense in training and assembling its staff. In order to protect that investment by CN, CLIENT agrees that CLIENT, whether acting directly or indirectly, whether as a principal, consultant, employee, owner, shareholder, director, officer, partner, advisor, agent, financier, independent contractor or otherwise, during the period of this Agreement and for a period of two (2) years immediately following the termination thereof, will not either directly or indirectly solicit, induce, recruit or encourage any of CN's staff (whether employees or independent contractors) to leave relationship with CN, or take away such staff, or attempt to solicit, induce, recruit, encourage or take away staff of CN, either for CLIENT or for any other person or entity.

12. Miscellaneous:

12.1 Sole Agreement: This Agreement contains the parties' sole and entire agreement regarding the subject matter hereof, and supersedes any and all other agreements between them with respect to the specific subject matter hereof;

12.2 No Other Representations. The parties acknowledge and agree that no party has made any representations: (a) concerning the subject matter hereof, or (b) inducing the other party to execute and deliver this Agreement, except those representations specifically referenced herein. Each party has relied on its own judgment in entering into this Agreement. The parties further acknowledge that any verbal statements or representations that may have been made by either of them to the other that have not been set forth in this Agreement are void and of no effect. No party has relied on any such statements or representations in entering into this Agreement;

12.3 Modification. Any waivers or modifications of this Agreement, or of any covenant, condition, or limitation contained herein, are valid only if in a writing that is separately signed by the parties;

12.4 Waivers. One or more waivers or modifications of any covenant, term, or condition in this Agreement by any party shall not be construed by any other party as a waiver or modification applicable to any subsequent breach of the same covenant, term or condition. Evidence of any such waiver or modification may not be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or a party's rights or obligations under it. This limitation does not apply if the waiver or modification is in writing and duly executed by the waiving party;

12.5 Construction. The parties to this Agreement have been represented by competent counsel. This Agreement is therefore deemed to have been jointly prepared by the parties, and the parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this Agreement. The provisions of this Agreement will be interpreted in a reasonable manner to give effect to the intent of the parties;

12.6 Attorney's Fees. If a lawsuit or other proceedings are instituted by any party to enforce any of the terms or conditions of this Agreement against any other party hereto, the prevailing party in such proceedings shall be entitled, as an additional item of damages, to such reasonable attorneys' and other professional fees (including but not limited to expert witness fees) and court costs or costs of such other proceedings as may be fixed by any court of competent jurisdiction, or other judicial or quasi-judicial body having jurisdiction thereof, whether or not such litigation or proceedings proceed to a final judgment or award;

12.7 Counterparts. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, but such counterparts shall together constitute and be one and the same instrument;

12.8 Severability. If any part, clause, or condition of this Agreement is held to be partially or wholly invalid, unenforceable, or inoperative for any reason whatsoever, such determination shall not affect any other provision or portion hereof, which shall continue to be effective as though such invalid, inoperative, or unenforceable part, clause or condition had not existed;

12.9 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors. This Agreement may not be assigned or otherwise transferred by either party, and any attempted assignment or transfer will be void and of no force or effect whatsoever;

12.10 Governing Law. All questions concerning this Agreement, its construction and the rights and liabilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Nevada as applied to contracts which are executed and performed entirely within the state.;

12.11 Paragraph Headings. The paragraph headings of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions;

12.12 Capitalized Terms. Except as otherwise expressly provided herein, all capitalized terms defined in this Agreement shall have the meanings ascribed to them herein;

12.13 Gender and Number. Whenever required by the context, the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the neuter and feminine genders and vice versa;

12.14 Notices. Any and all notices and demands relating to this Agreement shall be in writing and shall be validly given or made if served personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or if delivered by a nationally-recognized next-day delivery service that keeps records of deliveries and attempted deliveries (such as FedEx), or if sent by facsimile transmission, which transmission is verified by the recipient or which transmission is immediately followed-up by one of the other methods of delivery permitted hereby. Notices shall be transmitted as follows:

Carrara Nevada, LLC 6360 South Rainbow Blvd, Suite 102 Las Vegas, Nevada 89118	Consulate General of Japan 275 Battery Street #2100 San Francisco, CA 94111
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12.15 Execution. The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. The parties also agree, acknowledge and represent that all corporate authorizations have been obtained for the execution of this Agreement and for the compliance with each and every term hereof. Each undersigned officer represents that he or she has the authority to execute this Agreement on behalf of the party for whom he or she is signing.

12.16 No Partnership. Nothing contained herein or in any schedule, attachment, or exhibit hereto shall create any partnership, joint venture, employment or other business association between the parties hereto.

12.17 Third Party Beneficiaries. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any Person, firm, organization or corporation not a party hereto, and no such other Person, firm, organization or corporation shall have any right or cause of action hereunder;

Carrara Nevada

Consul General of Japan.

By: _____
ROCKY FINSETH

By: _____

Title: _____
PRESIDENT

Title: _____

EXHIBIT A – SCOPE OF SERVICES

CN shall provide monthly updates on events occurring in Nevada. Reports shall be in person or via email;

CN shall meet monthly with CLIENT to discuss aforementioned reports and other relevant matters. Meetings shall be online or in person:

CN shall respond to inquiries from CLIENT in a timely fashion.

EXHIBIT B PAYMENT SCHEDULE

\$3,850 per month for the term of the contract