

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 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 James P. Fabiani LLC	2. Registration Number 7701
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3. Primary Address of Registrant 26 Willow Lane, Lenox, MA 01240

4. Name of Foreign Principal FS Italian Railways USA Inc.	5. Address of Foreign Principal Piazza della Croce Rossa Rome, Italy ITALY 00161
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6. Country/Region Represented ITALY
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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 checked="" 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

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

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.

The nature of this foreign principal is the design, construction and operations of high-speed rail systems.

b) Is this foreign principal:

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

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

See Appendix for Response

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
02/26/2026	James P Fabiani	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/James P Fabiani
_____	_____	<input data-bbox="886 491 954 529" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 577 954 615" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 663 954 701" type="text" value="Sign"/> _____

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

2-26-2026

Printed Name

JAMES P. FABIANI

Signature



Appendix Response to Item 11

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

Item 10(b) Supervised: The company, FS USA is partially owned and operated by the Ministry of Transportation, Republic of Italy

Item 10(b) Owned: The Ministry of Transportation of Italy owns the majority interest of the foreign entity.

Item 10(b) Directed: Some activities of FS USA Italian include are initiated by the Italian Government as part of the Republic of Italy's national railway system

Item 10(b) Controlled: Control is through Italian government ownership of the majority of the foreign principal

Item 10(b) Financed: The Italian Government through the Italian Ministry of Transportation owns a majority of the foreign principal.

Item 10(b) Subsidized: The Italian Government pays for the activities of the foreign principal including the cost of design, manufacture, parts acquisition, commercialization and in some cases, the operation of high-speed rail systems.

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 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 James P. Fabiani LLC	2. Registration Number 7701
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3. Name of Foreign Principal
FS Italian Railways USA Inc.

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, and the fees and expenses, if any, to be received.
- 7. What is the date of the contract or agreement with the foreign principal? 02/05/2026
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.
The nature and method of performance of the agreement is that the registrant will provide consultant

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

The registrant proposes to provide consultant services to the foreign principle:

- identifying U.S. companies as potential partners or counterparties
- arranging meetings and supporting discussions with identified companies
- identifying and supporting consideration of opportunities with the U.S. Government programs and initiatives
- supporting USA's relationship with the U.S. High Speed Rail Association

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.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including 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
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12. During the period beginning 60 days prior to the obligation to register³ to the date of registration 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 to the date of registration 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
02/26/2026	James P Fabiani	Sign /s/James P Fabiani
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	Sign _____

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

2-26-2026

Printed Name

JAMES P. FABIANI

Signature



Consultancy Agreement (the “Agreement”)

between

FS Italian Railways USA Inc., a Delaware corporation with its principal place of business at 910 17th NW
Washington DC 20006 Ste 1102

(Hereinafter referred to as “**FS USA**”);

and

James P. Fabiani LLC, a Massachusetts Limited Liability Company with its principal place of business at
26 Willow Lane Lenox, MA 01240

(Hereinafter referred to as “**FABIANI**”)

(Hereinafter referred to, individually, as a “**Party**” and, collectively, as the “**Parties**”)

1. Scope

1.1 FABIANI will assist FS USA in pursuing U.S. private-sector business opportunities and, as approved in writing (email being sufficient) by FS USA, U.S. Government-related opportunities aligned with rail, transportation, engineering, and related sectors. The services (“Services”) may include:

- Identifying U.S. companies as potential partners or counterparties.
- Arranging meetings and supporting discussions with identified companies.
- Identifying and supporting consideration of opportunities with U.S. Government programs and initiatives.
- Supporting FS USA’s relationship with the U.S. High Speed Rail Association.

1.2 FABIANI will provide monthly status reports summarizing activities, meetings, opportunities, pipeline status, risks, and next steps.

1.3 FABIANI will perform the Services in a diligent, professional manner consistent with industry’s best practices and applicable law.

1.4 FS USA does not and shall not control or direct the manner or means by which FABIANI will perform the Services and FABIANI shall furnish the materials, equipment, and other resources necessary to perform the Services. FABIANI hereby acknowledges that it’s an independent contractor of FS USA and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between FABIANI and FS USA for any purpose.

1.5 FABIANI shall have no authority (and shall not hold itself out as having authority) to bind FS USA and FABIANI shall not make any agreements or representations on behalf of FS USA without FS USA’s prior written consent.

2. Term, Renewal and Termination

2.1 The Services commence February 1, 2026, and continue through April 30, 2026.

2.2 The Agreement may be extended, on the same terms and conditions, for an additional period of up to twelve (12) months, upon written confirmation by FS to be provided no later than thirty (30) days prior to the expiry date.

2.3 FS USA may terminate the Agreement immediately (1) if FABIANI materially breaches this Agreement and fails to cure such breach within fifteen (15) days after notification of the breach, based on reasonably documented evidence of such breach and failure to cure or (2) upon confirmation of FABIANI's insolvency or bankruptcy.

2.4 Upon termination, FABIANI will (a) cease work; (b) deliver all work-in-progress, Deliverables, and FS USA's materials; and, except in any case of breach of contract by FABIANI, (c) invoice any undisputed fees earned through the effective termination date.

3. Fees, Expenses, and Invoicing

3.1 As full compensation for the Services, FS USA will pay to FABIANI a monthly fee of \$100,000 as follows:

- Feb 1–Feb 28, 2026: \$100,000
- Mar 1–Mar 31, 2026: \$100,000
- Apr 1–Apr 30, 2026: \$100,000

3.2 FS USA shall reimburse monthly expenses up to a maximum amount of \$8,000, subject to submission and approval of adequate supporting documentation evidencing the expenses incurred by FABIANI.

3.3 FABIANI will invoice monthly on the 1st of each month for the prior month's fee and expenses. Payment is due within sixty (60) days of the invoice date for undisputed amounts.

FS USA may withhold disputed amounts with written notice describing the dispute; the Parties will confer in good faith to resolve disputes within thirty (30) days.

3.4 Payments will be made by wire transfer to the account designated by FABIANI in a separate secure notice.

3.5 FABIANI acknowledges that it will receive an IRS Form 1099 from FS US, and that it shall be solely responsible for all federal, state, and local taxes on any amount received pursuant to this Agreement.

4. Compliance and Integrity Clause

4.1 For the purposes of the execution of this Agreement and the provision of the Services under this Agreement, FABIANI shall perform the Services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform the Services.

4.2 To the extent any activities constitute lobbying or similar regulated conduct, FABIANI will make all required registrations and filings under applicable federal, state, or local laws prior to commencing such activities and will promptly provide FS USA with copies or confirmation of filings upon request.

4.3 FS USA manages its relations and business, referring to the principles contained in its Code of Ethics, in the FS Italian Group Anti-Corruption Policy, in its Organizational, Management and Control Model and in the antitrust compliance tools that form an integral part of the FS Group Antitrust Compliance Program, providing appropriate channels for reporting violations. All relevant documents, the IT platform and the other reporting channels are available on the FS Italian Group's institutional website at www.fsitaliane.it.

4.4 FABIANI declares that it has taken note of the commitments made by FS USA in the aforementioned documents and undertakes to comply with the principles and provisions contained therein, in the performance of its activities and in the management of its relations with third parties.

4.5 Any violation of the principles and provisions contained in the aforementioned documents, as well as the failure to comply with the commitments set out in this article, committed by FABIANI in connection with the activities of this Agreement shall constitute an instance of termination of this Agreement, to be exercised pursuant to section 2.

5. Conflicts of Interest

5.1 FABIANI confirms the non-existence of any conflict of interest that hinders the performance of this Agreement. Likewise, FABIANI agrees that, if he becomes aware of a conflict of interest pending the execution of this Agreement, he will immediately notify FS USA of such.

5.2 If even one of the declarations made pursuant to the previous paragraph is not true, or FABIANI does not respect the commitments and obligations assumed for the entire duration of this Agreement, the same will be automatically terminated pursuant to section 2 above.

5.3 Nothing in this Agreement shall be construed as restricting or prohibiting FABIANI from representing or contracting with any Italian company, corporation, government agency, not-for-profit organization, or any other entity, whether in Italy or in any other geographic area, provided that such engagements do not create a conflict of interest in accordance with this Article 5.

6. Confidentiality

6.1 "Confidential Information" means all non-public information disclosed by one Party to the other Party that is marked "Confidential" or would reasonably be considered confidential by a reasonable person, including business plans, strategies, contacts, pricing, trade secrets, and Deliverables. Each Party will use Confidential Information solely to perform its obligations under this Agreement, protect it with at least reasonable care, and not disclose it except to its personnel, advisors, or approved subcontractors who have a need to know and are bound by confidentiality obligations no less protective than this Agreement.

6.2 Confidential Information does not include information that is publicly available without breach, already known without restriction, independently developed, or appropriately received from a third party without duty of confidentiality.

6.3 If legally compelled to disclose, the receiving party will (to the extent legally permitted) provide prompt notice and cooperate to seek protective treatment.

6.4 Upon written request or termination, the receiving party will promptly return or destroy Confidential Information and certify destruction, except for copies retained for legal compliance or archival purposes subject to this Agreement.

7. Intellectual Property

7.1 All reports, analyses, contact lists created for FS USA, presentations, and other deliverables created by FABIANI in performing the Services ("Deliverables") are owned exclusively by FS USA. FABIANI acknowledges and agrees that all Deliverables that may qualify as "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101) are hereby deemed "work made for hire" for FS USA and all copyrights therein shall automatically and immediately vest in FS USA. If Deliverables do not constitute "work made for hire," FABIANI hereby irrevocably assigns to FS USA and its successors and assigns, for no additional consideration, its entire right, title, and interest in and to such Deliverables and all intellectual property rights therein, including the right to sue, counterclaim, and recover for all past,

present, and future infringement, misappropriation, or dilution thereof. If any copyrights are assigned under this Section 7.1, FABIANI hereby irrevocably waives in favor of FS USA, to the extent permitted by applicable law, any and all claims it may now or hereafter have in any jurisdiction to all rights of authorship, attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all Deliverables to which the assigned copyrights apply.

7.2 FABIANI will not use FS USA's logos, or marks, or make public announcements regarding this engagement without FS USA's prior written consent.

8. Indemnification and Insurance

FABIANI will indemnify, defend, and hold harmless FS USA, its parent company, affiliates, and directors, officers, employees, from and against all claims, damages, fines, penalties, costs, and expenses caused by the following: (a) FABIANI's breach of this Agreement; (b) violation of law or regulation; (c) negligence or willful misconduct. In no event shall the aggregate indemnification exceed the value of 100,000 USD.

9. Notices

All notices must be in writing and delivered by recognized courier, certified mail, or email with confirmation, to the addresses below (or as updated by notice):

- For FS USA: 910 17th NW Washington DC 20006 Ste 1102
- For FABIANI: 800 Maine Ave, SW, Suite 800, Washington, D.C. 20024

Notices are deemed received when delivered or, for email, on business days when receipt is confirmed.

10. Assignment

Neither Party may assign, transfer, delegate or subcontract any obligations under this Agreement without the other Party's prior written consent.

11. Personal Data Processing

The Parties undertake to process personal data acquired within the scope of the activities related to the Agreement, in compliance with the applicable requirements on the protection of personal data of the General Data Protection Regulation (EU Regulation 2016/679 as amended and supplemented) and any applicable US law.

12. Governing Law

12.1 This Agreement and any non-contractual obligations arising in connection with it shall be governed by and construed in accordance with the Laws of the State of Delaware.

12.2 The Parties irrevocably agree that the courts of Delaware shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

13. Other Provisions

13.1 This Agreement constitutes the entire agreement and supersedes all prior understandings regarding the subject matter.

13.2 Any amendment must be in writing and signed by both Parties.

13.3 If any provision is held invalid, the remainder remains in effect and the Parties will replace the invalid provision with a valid one that most closely reflects the original intent.

14. Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original and together constitute one instrument.

FS Italian Railways USA Inc.

acting by

 Firmato da
FRANCESCO DE LEO
il 05/02/2026 alle
08:47:33 CET

Francesco De Leo

Chief Executive Officer

Date: February 2026

James P. Fabiani LLC

acting by



James P Fabiani

President

Date: February 2026