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Mercury.

CONSULTING SERVICES AGREEMENT

Okinawa Prefecture ("Client") hereby enters into this Consulting Services Agreement ("Agreement") effective as of April 26, 2017 ("Effective Date") to retain **Mercury Public Affairs LLC**, a limited liability company having a business address at 200 Varick Street, Suite 600, New York, New York U.S.A. 10014-4809 ("Consultant"), as an independent contractor to perform the services described herein.

1. The Services. Client and Consultant agree that Client hereby retains Consultant to render consulting services to the Client as specified on Schedule 1 attached hereto. In addition, subject to any limitations set forth on Schedule 1, Consultant should provide such other reasonable consulting services as the parties shall mutually agree to in writing (together with the consulting services identified on Schedule 1, the "Services") during the Term (as described below).

2. Payment Terms. Client and Consultant agree that Consultant shall be entitled to receive the fees, compensation and retainer set forth on Schedule 2, which may be modified from time to time as mutually agreed to in writing. In addition, Client agrees to reimburse Consultant for reasonable and customary expenses actually incurred and properly documented in providing the Services. Such expenses would only be incurred with the approval of the Client. Payment in full shall be made to Consultant within thirty (30) days after an invoice is rendered. For ongoing fees, compensation or retainers, Client will be billed on the 1st of every month except if Agreement begins mid month. In such cases, Client will be billed on a prorated basis in the first and last month of the Agreement. In the event that Client does not pay such invoices within the specified timeframe, Consultant may suspend provision of Services until payment is made. All payments made by Client shall be without deduction or offset.

3. Term. The Term of this Agreement shall begin on the Effective Date and will continue in effect until February 28, 2018 (the "Term"). The Term of this Agreement may continue on a month to month basis thereafter, if mutually agreed upon by both parties in writing.

4. Client Contact. Client shall designate to Consultant, from time to time in writing, the primary contact for reporting and billing purposes. Contacts are identified on Schedule 3. Consultant shall keep the primary contact for reporting purposes regularly informed as to the status of the performance of the Services in accordance with this consulting Agreement.

5. Independent Contractor Status. Consultant agrees that it is an independent contractor and not an agent or employee of Client and Consultant will not hold itself out as such an agent or employee. Consultant has no authority or responsibility to enter into any contracts on behalf of Client.

6. Non-Compete. Each party acknowledges that the other party's employees are a valuable

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asset of such party. Accordingly, each party agrees that during the term of this Agreement and for one (1) year thereafter, such party shall not, directly or indirectly, knowingly recruit or solicit, or employ, engage as a consultant, or otherwise retain, any of the other party's employees who are involved in the performance of this Agreement. Each party agrees that the other party's remedy at law for a breach of the provisions of this paragraph shall be inadequate and therefore the non-breaching party shall be entitled to injunctive relief for such breach, without proof of irreparable injury and without posting bond, in addition to any other right or remedy it might have.

7. Confidential Information/Trade Secrets. During the course of the performance of the Services, Consultant may have access to, have disclosed to it, or otherwise obtain information which Client identifies in writing or through labeling as being of a confidential and/or proprietary nature to it (the "Confidential Information"). Consultant shall use such Confidential Information solely in performance of its obligations under this Agreement. Information shall not be deemed confidential if such information is: (i) already known to Consultant free of any restriction at the time it is obtained, (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly.

8. Non-Exclusive/Performance. Client hereby acknowledges and agrees that Consultant shall, during the Term and thereafter, be entitled to perform and render services or conduct operations of a nature similar or dissimilar to the services or operations performed for Client under this Agreement on behalf of itself or other entities in the same or similar business as Client and nothing contained herein shall preclude Consultant from doing so. Notwithstanding anything contained in this Section 8 to the contrary, Consultant represents and warrants that throughout the Term it will devote such personnel and resources in the performance of the Services as it deems reasonably necessary to perform such Services hereunder diligently and conscientiously.

9. Indemnification. Each party shall indemnify and hold harmless the other party, its principals, employees, officers and agents, (collectively, the "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, actions, judgments, costs and expenses including but not limited to attorney's fees, arising out of or resulting from any negligence, gross negligence or willful misconduct by the indemnifying party, its employees, officers, directors and agents.

Mechanics of Indemnity. Each party's indemnification obligations set forth herein are conditioned upon the Indemnified Parties: (i) giving prompt written notice of any claim, action, suit or proceeding for which the Indemnified Parties are seeking indemnity; (ii) granting control of the defense and settlement of the action to the indemnifying party; and (iii) reasonably cooperating with the indemnifying party with respect to the defense of the action. Notwithstanding the foregoing, the Indemnified Parties may, at their option and expense, participate in the defense or settlement of any claim, action, suit or proceeding covered by this Section 9.

10. Publicity. Client shall not use Consultant's name, logo, trademarks or service marks in any advertising, publicity releases, or any other materials without Consultant's prior written approval.

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11. Assignment. Neither party shall assign this Agreement or otherwise transfer, subcontract or delegate any of its rights and/or obligations hereunder without the prior written consent of the other and any attempt to do so will be void.

12. Notices. Any notice or other communication required or which may be given hereunder will be in writing and either delivered personally or mailed, by certified or registered mail, postage prepaid, or sent via facsimile or email, and will be deemed given when so delivered personally or if sent via facsimile, to a facsimile number designated below with receipt thereof confirmed electronically, or if mailed, 72 hours after the time of mailing as follows:

If to Consultant:

Mercury Public Affairs LLC
509 Guisando de Avila, Suite 100
Tampa, FL 33613-5235
United States of America
Attention: Bibi Rahim
Telephone: 813-908-1380
Fax: 813-969-0368
Email: DASAccounting@mercuryllc.com

If to Client:

Okinawa Prefecture
1101 Connecticut Ave. NW, Suite 450
Washington, DC 20036
Attention: Osamu Unten
Telephone: 202-753-5052
Email contact: unten@pref.okinawa.dc-office.org

Either party may change the persons and address to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York, United State of America applicable to agreements negotiated, executed and performed entirely within the State of New York, United States of America without regard to its conflicts of laws rules.

14. No Liability of Consultant. Consultant shall bear no liability to Client for loss or damage in connection with advice or assistance by Consultant given in good faith performance of the Services.

15. Applicable Law—Dispute Resolution. This Agreement is governed exclusively by the law of the State of New York and the United States of America, as applicable.

In the event of any dispute between the parties to this Agreement concerning the terms of this Agreement or matters related thereto, the parties shall first attempt as a condition precedent to further action to settle and resolve said dispute amicably and by agreement within thirty (30) days of a receipt of notice of a dispute by one party to the other party. Each party shall deal in good faith through representatives authorized and empowered to resolve the dispute.

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In the event that said dispute cannot be settled and resolved amicably as set out above, said dispute shall be resolved exclusively and finally through arbitration as set out in this paragraph 15 and under the following terms and conditions:

(a) All disputes arising out of or in connection with this Agreement shall be finally settled and resolved under the Rules of Arbitration of the International Chamber of Commerce as are at present in force.
(b) Three arbitrators shall be appointed in accordance with said Rules.
(c) The arbitration shall take place in Washington, DC, unless otherwise agreed to in writing by both parties to this Agreement.
(d) The language of the arbitration shall be English.
(e) Each party shall produce documents originally drafted in English without translation. Any document drafted in a language other than English must be translated into English, properly certified as accurate, with said translation attached to the original document.
(f) All findings, comments, orders, and the arbitration decision and award itself, in addition to all documents and communications of every sort used in the arbitration shall be in English.
(g) The arbitrators may award compensatory damages under the terms of this Agreement, but in no event shall the arbitrators award special, consequential, or punitive damages.
(h) Each party shall initially bear its own expenses, including all costs and attorney's fees, in connection with presenting its case for arbitration, and the parties shall share equally in the costs and expenses of the arbitration process itself, including, but not limited to, the cost of the arbitrators. However, in the final award, the arbitral tribunal as described herein shall set and fix the costs of the arbitration and shall decide which party or parties shall bear and pay the costs and in what proportions.
(i) Each party irrevocably waives any right it has or may have to a jury trial concerning any dispute concerning this Agreement.

16. General.

(a) No amendments or modifications shall be binding upon either party unless made in writing and signed by both parties.

(b) This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the parties respecting the subject matter hereof.

(c) In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same

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instrument.

(e) The parties hereto agree to perform any further acts and to execute and deliver any further documents which may be reasonably necessary or appropriate to carry out the purposes of this Agreement.

(f) The section headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

(g) Notwithstanding any provision to the contrary in this Agreement, in no event shall Consultant be liable to Client (whether for damages, indemnification or any other claim) for an amount greater than the amount of compensation (and not reimbursement for expenses) actually paid to Consultant by Client for the Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date noted above.

Mercury Public Affairs LLC

By: _____

Name: Vin Weber

Title: Partner

Date: 4/25/2017

Okinawa Prefecture

By: Osamu Unten

Name: Osamu Unten

Title: Director

Date: 4/25/2017

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SCHEDULE 1

Services

Mercury Public Affairs, LLC will provide strategic consulting and management services specific to issues facing the Client in the following areas:

- Mercury will provide government relations services and engage members of the U.S. Senate and U.S. House of Representatives regarding the client's defense / security issues.

Consultant will comply with the provisions of all federal, state and local laws, regulations, and requirements pertaining to the performance of services under this contract.

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SCHEDULE 2

Compensation

For consulting services identified in Schedule One, Client will compensate Mercury Public Affairs, LLC the following in U.S. dollars ($):

- $54,750.00 Fee to be paid within thirty (30) days of contract signing
- $54,750.00 Fee to be paid on October 1, 2017

Payments can be made by wire transfers to Consultant's bank per attached Schedule 4.

Polling expenditures and any media/advertising expenditures including both production and placement will be billed in addition to the monthly retainer and will only be made with the approval of the Client.

Additional miscellaneous expenses, such as travel, will be billed in addition to the retainer and expenditures would only be made with the approval of the Client.

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SCHEDULE 3

Contact Information

Okinawa Prefecture
1101 Connecticut Ave. NW, Suite 450
Washington, DC 20036
Attention: Osamu Unten
Telephone: 202-753-5052
Email contact: unten@pref.okinawa.dc-office.org

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SCHEDULE 4

Bank information for payments

Below please find our payment instructions for receipt of wires, ACHs or book transfers. The information is as follows:

Account Name: Mercury Public Affairs LLC

Account Number: [redacted]

ABA Number: [redacted]

or

SWIFT Code/BIC: [redacted]

Bank: [redacted]

Bank Address: [redacted]

Bank Contact: [redacted]

Payment notification email address: DASaccounting@mercuryllc.com

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