

1. Name of Registrant Hogan & Hartson	2. Registration No. 2244
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To correct a deficiency in
- To give a 10-day notice of a change in information as required by Section 2(b) of the Act.
- Initial Statement
- Supplemental Statement for _____
- Other purpose (specify) _____
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

Extension of Agreement for Legal Services dated January 16, 1989.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

Registrant's Exhibit B for the Embassy of Japan should be supplemented with the attached Extension of Agreement for Legal Services between Hogan & Hartson and the Embassy of Japan, dated January 16, 1989.

Registrant's Exhibit B for the Government of Ontario should be amended to reflect that the legal services agreement for the period through September 1988 is extended indefinitely by oral agreement. (The basic terms of the agreement have not been changed.)

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INTERNAL SECURITY
SECTION
REGISTRATION UNIT

The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this amendment and that he is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (their) knowledge and belief.

Mark S. McConnell

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

WASHINGTON, D.C.) ss Washington, D.C.
Subscribed and sworn to before me at

this 17th day of March, 19 89

Lucia J. Cicco
(Notary or other officer)

My commission expires My Commission Expires December 14, 1991

AGREEMENT FOR LEGAL SERVICES

HOGAN & HARTSON, 815 Connecticut Avenue, Washington, D.C., a general partnership duly authorized and licensed to engage in the practice of law, and the EMBASSY OF JAPAN (the "Embassy") make this Agreement, as follows:

1. Services. At the request of the Embassy, HOGAN & HARTSON shall render general legal services to the Embassy in connection with the planning and construction of new or additional Chancery facilities at the present site at 2520 Massachusetts Avenue, N.W., Washington, D.C. (the "Project"). The services to be provided shall include the following:

- (a) legal aspects of supervising and coordinating the planning, construction and governmental approval of the Project;
- (b) reviewing and consulting with the Embassy and other parties on contracts presented to the Embassy for services, financing or construction of the Project; and
- (c) responding to legal questions presented by the Embassy which arise in connection with the Project.

2. Exclusions. It is understood by the parties hereto that the Embassy will engage separate zoning counsel, and that

HOGAN & HARTSON will not have responsibility for zoning matters. Without limiting the foregoing, the legal services to be provided hereunder shall not include the following:

- (a) resolution of legal questions pertaining to zoning laws and the need or desirability of obtaining variances therefrom;
- (b) preparation of applications and appearing on behalf of the Embassy to obtain necessary approvals or variances from zoning, building, environmental, and health authorities.

Also excluded from the services to be rendered by HOGAN & HARTSON hereunder are any and all legal services requested by the Embassy in connection with litigation matters, as well as matters which are the subject of a general retainer arrangement between the Embassy and HOGAN & HARTSON and matters which are the subject of special compensation arrangements between the Embassy and HOGAN & HARTSON for specific projects.

3. Fee. The Embassy agrees to compensate HOGAN & HARTSON at the rate of \$3,000 per month, payable on or about the last day of each month, for services hereunder. In addition, the Embassy shall reimburse HOGAN & HARTSON on a monthly basis for all out-of-pocket expenses incurred in providing services hereunder, including but not limited to travel, copying, long distance telephone calls,

and nonlegal staff overtime.

The fee arrangements, and provision for reimbursement of HOGAN & HARTSON expenditures, provided for in this Agreement are in addition to the present and any future general retainer agreement or special fee arrangement for other services, that may exist between the Embassy and HOGAN & HARTSON from time to time.

4. Duration. This contract shall become effective April 1, 1986, and shall continue until the completion of the Project or March 31, 1987 whichever occurs first.

5. Termination. This contract may be terminated at will by either party upon 60 days written notice to the other. In the event this contract is terminated by the Embassy prior to March 31, 1987, the fee provided in paragraph 3 above shall be recomputed at HOGAN & HARTSON's hourly standard valuation (applicable at the time services are rendered) for the time actually expended by HOGAN & HARTSON in providing services hereunder, and such additional payment, as necessary to satisfy such fee obligation, shall be paid within 30 days after termination.

Dated as of:

April 21, 1986

HOGAN & HARTSON

By 

EMBASSY OF JAPAN

By 

EXTENSION OF AGREEMENT FOR LEGAL SERVICES

This extension, made between HOGAN & HARTSON, 555 -13th Street, N.W., Washington, D.C., and the EMBASSY OF JAPAN (the "Embassy"), to Agreement For Legal Services, dated as of January 16, 1989, witnesses:

(1) The provisions of paragraph 4, as previously modified, are further modified, so that the contract shall continue until April 15, 1989.

(2) Except as modified heretofore and hereby, the Agreement For Legal Services, dated as of January 16, 1989 is hereby ratified and approved.

(3) The "Embassy" may terminate the extension at the end of any month by a phone call and by a letter confirming the termination.

HOGAN & HARTSON

By: [Signature]
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EMBASSY OF JAPAN
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By: [Signature]

Dated as of: January 16, 1989