

Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant	Hogan & Hartson 555 13th Street, N.W. Washington, D.C. 20004-1109	2. Registration No.	2244
3. Name of foreign principal	Embassy of Japan	4. Principal address of foreign principal	2520 Massachusetts Avenue, N.W. Washington, D.C. 20008

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

- Foreign government
- Foreign political party
- Foreign or  domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (specify) \_\_\_\_\_
- Individual—State his nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant.  
Embassy of Japan
- b) Name and title of official with whom registrant deals.  
Ambassador of Japan  
Minister, General Affairs Section

INTERNAL SECURITY  
SECTION  
REGISTRATION  
88 MAR 29 AM 12  
RECEIVED  
DEPT. OF JUSTICE  
CRIMINAL DIVISION

7. If the foreign principal is a foreign political party, state: N/A

- a) Principal address
- b) Name and title of official with whom the registrant deals.
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party, N/A

- a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal N/A


- 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 whole 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 may be used.)

N/A

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.

N/A

Date of Exhibit A March 25, 1988	Name and Title Robert J. Elliott Partner	Signature 
-------------------------------------	--	--

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. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant

Name of Foreign Principal

Hogan & Hartson

Embassy of Japan

Check Appropriate Boxes:

- The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- The agreement or understanding between the registrant and 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 the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant has rendered and will render advice and representation to the foreign principal on U.S. laws, regulations and policies that may affect or relate to the activities and interests of the foreign principal, including international economic matters such as legislative developments in the omnibus trade bill and international monetary developments; tax and appropriations matters; treaty and international law matters; governmental employee and personnel matters; educational matters; diplomatic immunity issues; real estate matters; motor vehicle laws; and insurance claim matters.

98 MAR 29 10:13

RECEIVED  
DEPT. OF JUSTICE  
COMMUNICATIONS SECTION

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

See Item 4 above.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?  
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 registrant's activities on behalf of the foreign principal may include communications with Executive Branch officials, with officials of the U.S. government agencies and with members of the U.S. Senate and House of Representatives and their staff relating to legislation and actions of the Executive Branch and of the U.S. government agencies that may affect or relate to the foreign principal, including communications with Executive Branch officials, members and staff of the U.S. Senate and House of Representatives, and officials of U.S. government agencies concerning: international economic matters, including legislative developments in the omnibus trade bill, and international monetary developments; tax and appropriations matters; treaty and international law matters; diplomatic immunity issues; and educational matters.

Date of Exhibit B

March 25, 1988

Name and Title

Robert J. Elliott  
PARTNER

Signature

<sup>1</sup> Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other 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.

RETAINER AGREEMENT

WHEREAS, Hogan & Hartson has represented the Embassy of Japan, as its General Counsel in Washington, D.C., during prior fiscal years beginning on April 1 and terminating on March 31, and

WHEREAS, the parties have heretofore mutually agreed to a continuation of that legal relationship during the fiscal year beginning April 1, 1987, subject to annual renewal by mutual agreement of the parties;

THEREFORE, the parties agreed that Hogan & Hartson will continue to provide legal services and advice to the Embassy of Japan for the period stated above for the annual retainer sum of \$36,000 (U.S.) billed quarterly in advance, plus actual disbursements billed at the conclusion of each quarter. It is understood that this retainer does not include legal services in connection with real estate matters and acquisitions or special matters requiring extraordinary legal time and attention.

The contract shall come into force as of the first day of April, 1987, and shall be in effect until March 31, 1988, on the condition that FY 1988 provisional budget as well as FY 1988 budget will be approved by the Diet.

Signed in duplicate and agree this 1st day of April, 1987.

HOGAN & HARTSON  
555 Thirteenth Street, N.W.  
Washington, D.C. 20004

By Edward A. McDermott  
Edward A. McDermott, P.C.  
Partner

EMBASSY OF JAPAN  
2520 Massachusetts Ave., N.W.  
Washington, D.C. 20008

By Nagao Hyodo  
Nagao Hyodo  
Minister

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 April 1, 1986, witnesses:

(1) The provisions of paragraph 4, as previously modified, are further modified, so that the contract shall continue until September 30, 1987.

(2) Except as modified heretofore and hereby, the Agreement For Legal Services, dated as of April 1, 1986 is hereby ratified and approved.

HOGAN & HARTSON

By 

EMBASSY OF JAPAN

By \_\_\_\_\_

Dated as of :

July 1, 1987

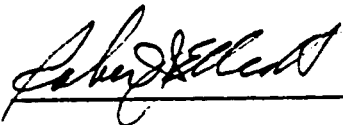
EXTENSION OF AGREEMENT FOR LEGAL SERVICES

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 April 1, 1986, witnesses:

(1) The provisions of paragraph 4, as previously modified, are further modified, so that the contract shall continue until December 31, 1987.

(2) Except as modified heretofore and hereby, the Agreement for Legal Services, dated as of April 1, 1986 is hereby ratified and approved.

HOGAN & HARTSON

By 

EMBASSY OF JAPAN

By 

Dated as of: October 1, 1987

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  
April 21, 1986, witnesses:

(1) The provisions of paragraph 4, as previously  
modified, are further modified, so that the contract shall  
continue until April 14, 1988.

(2) Except as modified heretofore and hereby, the  
Agreement for Legal Services, dated as of April 21, 1986 is  
hereby ratified and approved.

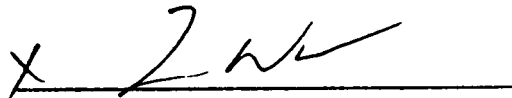
HOGAN & HARTSON

By



EMBASSY OF JAPAN

By

X 

Dated as of: January 15, 1988

RETAINER AGREEMENT

WHEREAS, Hogan & Hartson has represented the Embassy of Japan, as its General Counsel in Washington, D.C., during prior fiscal years beginning on April 1 and terminating on March 31, and

WHEREAS, the parties have heretofore mutually agreed to a continuation of that legal relationship during the fiscal year beginning April 1, 1987, subject to annual renewal by mutual agreement of the parties;

THEREFORE, the parties agreed that Hogan & Hartson will continue to provide legal services and advice to the Embassy of Japan for the period stated above for the annual retainer sum of #36,000 (U.S.) billed quarterly in advance, plus actual disbursements billed at the conclusion of each quarter. It is understood that this retainer does not include legal services in connection with real estate matters and acquisitions or special matters requiring extraordinary legal time and attention.

The contract shall come into force as of the first day of April, 1987, and shall be in effect until March 31, 1988, on the condition that FY 1988 provisional budget as well as FY 1988 budget will be approved by the Diet.

Signed in duplicate and agree this 1st day of April, 1987.

HOGAN & HARTSON  
555 Thirteenth Street, N.W.  
Washington, D.C. 20004

By Edward A. McDermott  
Edward A. McDermott, P.C.  
Partner

EMBASSY OF JAPAN  
2520 Massachusetts Ave., N.W.  
Washington, D.C. 20008

By Nagao Hyodo  
Nagao Hyodo  
Minister