

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
Civic Service, Inc.	International Public Relations Co., Inc.

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.

On behalf of the foreign principal, Civic Service, Inc. agrees to provide reports and analysis regarding government policy, trends in the construction industry and related developments in the United States which impact upon U.S.-Japan construction business sectors.

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal. Registrant proposes to engage in monitoring services, and to provide reports and analysis regarding U.S. government policy and developments; and industry trends which impact on the U.S. Japanese construction business sectors.

6. 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.

N/A

Date of Exhibit B

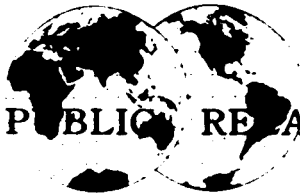
Name and Title

Signature

Roy Pfautch
President



¹Political 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.



INTERNATIONAL PUBLIC RELATIONS CO., LTD.

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SHINBASHI FUJI BUILDING, 2-1-3 SHINBASHI, MINATO-KU, TOKYO, 105, JAPAN

AGREEMENT

This Agreement is entered into by and between International Public Relations Co., Ltd. (hereinafter referred to as IPR) and Civic Service Incorporated (hereinafter referred to as CSI) for services to be provided by CSI for IPR in the United States.

ARTICLE 1. CSI agrees to provide counseling activities for IPR on matters relating to U.S. government policy and industry trend which impact on U.S.-Japan construction business sectors.

ARTICLE 2. The period of this Agreement shall be for the eight month period August 1, 1989 through March 31, 1990.

ARTICLE 3. Fee for Activities shall be US\$40,000, including expenses.

ARTICLE 4. IPR shall pay the amount of \$5,000 monthly at the end of each month as the monthly allotment for the preceding month. IPR shall remit by bank wire to the account of CSI at the First National Bank, 7707 Forsyth Boulevard, Clayton, Missouri 63105, Account Number 13-097-7.

ARTICLE 5. CSI and IPR shall take measures necessary to safeguard any and all confidential information and/or materials of NTT from third parties during the execution of Activities.

ARTICLE 6. In case decisions are required on matters not covered in this Agreement, such matters shall be handled and decisions made based on mutual agreement between CSI and IPR.

In witness of the above, the below named of CSI and IPR hereto affix their signatures.

Takeo Nishitani
International Public
Relations Co., Ltd.

Roy Pfautch
Civic Service Incorporated

Date: *January 19, 1990*

Date: *January 23, 1990*

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