U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an amended

OMB NO. 1124-0004

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://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 in print and online at: http://www.fara.gov/.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 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, Registration Unit, Counterespionage 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.

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1. Name of Registrant	2. Registration No.
Hogan & Hartson LLP	**2244**

3. Name of Foreign Principal

Government of Japan

Check Appropriate Boxes

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, the fees and expenses, if any , to be received.

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

As requested by the foreign principal, registrant will advise and represent the foreign principal on U.S. laws, regulations, policies, proposed congressional measures and actions by the U.S. Congress, Executive Branch and U.S. Government agencies that may affect or relate to the interests of the foreign principal, the bilateral U.S.-Japan/Japan-U.S. relationship, and/or Japanese nationals, including corporations, or policy regarding the United Nations (UN). In some instances, these services include representation in international trade-related matters and litigation. For such services, the foreign principal will pay the registrant a fee based on the registrant's standard hourly rates for its attorneys and other professionals, plus disbursement charges.

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

See Item 7 above.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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 current and/or past Executive Branch officials, members of the U.S. Senate and House of Representatives and their staffs, relating to legislation and congressional resolutions and treaties and actions of Executive Branch and U.S. Government agencies that may affect or relate to the interests of the foreign principal, the bilateral U.S.-Japan/Japan-U.S. relationship, and/or Japanese nationals, including corporations, or U.S. policy regarding the United Nations (UN). Also, the activities may include communications with representatives of various media on behalf of the Government of Japan relating to the aforementioned matters.

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Date of Exhibit B	Name and Title	Signature
September 30, 2009	**Raymond S. Calamaro, Partner**	Raymond S. Calamaro

Footnote: 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 interests, policies, or relations of a government of a foreign country or a foreign political party.

FEDERAL LEGISLATION AND POLICY
MATTER AGREEMENT

This agreement summarizes the terms by which Minister and Head of Chancery of the Embassy of Japan (the Embassy), Motohiko Kato, representing the Embassy, engages Hogan & Hartson LLP (H&H) to act as its counsel in connection with advice and representation with respect to the U.S. Congress and the U.S. Government (this matter):

- The Embassy hereby engages H&H to advise and represent it in this matter.
- H&H undertakes to represent and advise the Embassy according to the standards set forth in the applicable Rules of Professional Conduct.
- This Agreement is pursuant to the April 1, 2009 attorney-client engagement letter from H&H to the Embassy, and approved on April 1, 2009, by the Embassy (Engagement Letter).
- Except as set forth below, the terms of the Engagement Letter shall govern the engagement of H&H by the Embassy in this matter. As such, this matter shall be considered a "specific matter," as anticipated in the third paragraph of the Engagement Letter.
- Special terms that relate to this matter:
  - ***Period of engagement.*** The Embassy's engagement of H&H in this matter shall be deemed to have begun on April 1, 2009, and shall terminate on March 31, 2010, renewable by written agreement between the Embassy and H&H.
  - ***Services and reports on activities.*** H&H will provide services as instructed by the Embassy. Services will include advising and representing the Embassy on legislation in the U.S. Congress, and actions and policies of the Executive Branch and U.S. Government agencies, of interest to the Embassy. H&H will, as appropriate, report to the Embassy on all the activities it conducts pursuant to this agreement.
  - ***Fees.*** None of the funds described in the Engagement Letter ("standard... quarterly retainer") shall be used to pay for H&H's services in this matter. Instead, H&H will provide the Embassy

with monthly detailed bills based on H&H's standard hourly rates. The Embassy reserves the right to make inquiries regarding any H&H bill, and H&H agrees to respond accordingly. The Embassy will pay such bills to the extent it considers them appropriate and justified within forty days of their receipt. H&H shall continue to consult with the Embassy in advance when conducting an operation which is larger than regular operations in terms of costs. Consultations shall include a projection of expected fees associated with the operation.

Raymond S. Calamaro, Partner
for Hogan & Hartson LLP

Date: 7-13-09

Accepted by:

Motohiko Kato
Minister and Head of Chancery
for the Embassy of Japan

Date: 7/1/2009

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