U.S. Department of Justice
Washington, DC 20530

Exhibit B

To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as 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.

1. Name of Registrant	2. Registration No.
Hecht, Spencer & Associates, Inc.	5451

3. Name of Foreign Principal

Government of Japan

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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.

The registrant will render government relations and political consulting services to the foreign principal in connection with U.S. Government positions, actions and legislation regarding Japan and Japanese nationals, including corporations.

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 and Item #9 below.

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 Executive Branch officials, members of the U.S. Senate and House of Representatives and their staffs, relating to legislation, congressional resolutions and treaties, and actions of Executive Branch and U.S. Govenment 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.

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Date of Exhibit B	Name and Title	Signature
August 28, 2009	Timothy P. Hecht, Vice President	Timothy P. Hecht

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

AGREEMENT TO PROVIDE
LOBBYING AND CONSULTING SERVICES

This agreement summarizes the terms by which Minister and Head of Chancery of the Embassy of Japan (Embassy), Motohiko Kato, on behalf of the Embassy, engages Hecht, Spencer & Associates, Inc. (HSA), of 499 South Capitol Street, SW, Washington, DC 20003, for lobbying and consulting services in connection with legislation and federal government policy matters of possible interest to the Embassy of Japan (this matter):

- ***Period of engagement.*** The Embassy's engagement of HSA 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 HSA. During this period, or at any time thereafter, either the Embassy or HSA may terminate this engagement upon 30 days' written notice.

- ***Fees.*** The Embassy agrees to pay HSA $15,000 per month for all services performed pursuant to this agreement. Upon prior notice to, and approval by, the Embassy, extraordinary expenditures undertaken by HSA in connection with its services pursuant to this agreement will be reimbursed by the Embassy. HSA will bill the Embassy on a monthly basis, and the Embassy agrees to pay such bills within thirty days of their receipt. In the event that either the Embassy or HSA concludes that the volume of the work involved has changed significantly, and that such change is likely to endure for several months, it may recommend that the fee amount be reconsidered to reflect such change in volume. Under such circumstances, the party receiving such a request will consider it in good faith and determine whether a change is warranted.

- ***Reports on Activities.*** HSA agrees to provide the Embassy with a substantive, confidential monthly report, in writing or orally, on the specific activities it conducts pursuant to this agreement.

William H. Hecht

William H. Hecht
President
Hecht, Spencer & Associates, Inc.

Date: 8.28.2009

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Accepted by:

Motohiko Kato
Minister and Head of Chancery
Embassy of Japan

Date: 5/4/09