

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 Saunders and Company 1015 Duke Street Alexandria, VA 22314	2. Registration No. 3440
3. Name of foreign principal Ohbayashi Corporation	4. Principal address of foreign principal 3, 2-chome, Kanda Tsukasa-cho Chiyoda-ku, Tokyo

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.
- b) Name and title of official with whom registrant deals.

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

- 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,

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

General Contractor for construction projects; real estate developer.

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b) Is this foreign principal

- 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.)

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.

Ohbayashi is a stock corporation.

Date of Exhibit A

January 5, 1988

Name and Title

Steven R. Saunders
Managing Director

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
Saunders and Company

Name of Foreign Principal
Ohbayashi Corporation

Check Appropriate Boxes:

1. 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.
2. 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.
3. 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.

Saunders and Company is to provide Ohbayashi Corporation with advice and counsel on issues and events in the United States as they affect Ohbayashi and on other matters on which Ohbayashi may request advice and counsel during the period October 1, 1987 to September 30, 1989. Saunders and Company is to provide Ohbayashi with monthly reports on such matters as Saunders and Company finds of significance to Ohbayashi.

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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.

Provide written reports and, if necessary in the future, contact U.S. government officials on Ohbayashi's behalf.

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.

U.S. government policies affecting access to the construction market in the U.S.

Date of Exhibit B

January 5, 1988

Name and Title

Steven R. Saunders
Managing Director

Signature



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.

Ohbayashi

Agreement

Ohbayashi Corporation, 3, 2-chome, Kanda Tsukasa-cho, Chiyoda-ku, Tokyo, (hereinafter referred to as "Ohbayashi") and Saunders & Company, 1015 Duke Street, Alexandria, VA 22314 (hereinafter referred to as "Saunders") have agreed on October 1, 1987 as follows:

1. Saunders shall provide Ohbayashi with advice and counsel on issues and events in the United States as they affect Ohbayashi and on other matters on which Ohbayashi may request advice and counsel during the period October 1, 1987 to September 30, 1989. Saunders shall provide Ohbayashi with monthly reports on such matters as Saunders find of significance to Ohbayashi.
2. During the term of this agreement, Ohbayashi agrees to pay a retainer to Saunders of US\$2500 per month plus reimbursement for expenses, due and payable in advance on the first day of every month upon presentation of an invoice. The reimbursable expenses shall be invoiced with attachment of the pertinent vouchers to prove that they are actual expenditures made in the interest of Ohbayashi.
3. Special projects beyond the retainer will be billed at hourly rates or on a fixed fee basis, to be agreed in advance of any special project by Ohbayashi and Saunders.
4. A standard administrative fee, equal to 10% of the reimbursable expenses billed, will be added to each invoice to cover non-itemized expenses, including domestic telephone, supplies, incidental photocopying, and processing of itemized expenditures made in behalf of Ohbayashi.
5. Either party may terminate this agreement at its own discretion at any time after September 30, 1988 by giving the other party a written notice at least 30 days prior to the date of termination.

In witness of the above agreement, the duly authorized officers of both parties have signed hereunder as of October 1, 1987.

Saunders & Company

Ohbayashi Corporation



Steven R. Saunders
Managing Director



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Shoji Shigeno
Senior Managing Director