

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	Milbank, Tweed, Hadley & McCloy 1 Chase Manhattan Plaza New York, New York 10005	2. Registration No. 1839
3. Name of foreign principal	The Embassy of Japan	4. Principal address of foreign principal 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
 - Committee
 - Corporation
 - Voluntary group
 - Association
 - Other (specify) _____
- Individual—State his nationality _____

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

- a) Branch or agency represented by the registrant. None
- b) Name and title of official with whom registrant deals. Nagao Hyodo
Minister

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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

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.

April 15, 1987
Date of Exhibit A

Carl J. Green, Partner
Name and Title


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
Milbank, Tweed, Hadley & McCloy	Embassy of Japan

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.

See Attachment A

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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.

See Attachment A

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.

See Attachment A

Date of Exhibit B	Name and Title	Signature
April 15, 1987	Carl J. Green, Partner	

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.

ATTACHMENT A

TO

EXHIBIT B TO REGISTRATION STATEMENT

In addition to performing exempt legal services relating to commercial activities of the Foreign Principal, Registrant is engaged in seeking an amendment to a provision in proposed legislation (S. 790, "The Competitive Equality Banking Act of 1987") that might affect the rights of the Foreign Principal with respect to the acquisition of an Edge Act corporation. In that connection, Registrant's performance of its assignment includes discussion of the proposed amendment with members and staff of Congress and with officials of the Federal Reserve System.

RETAINER AGREEMENT

The Embassy of Japan, Washington D.C. (the "Embassy") hereby retains Milbank, Tweed, Hadley & McCloy, 1825 Eye Street, N.W., Washington, D.C. 20006 ("MTHM") to furnish advice regarding diverse U.S. legal and policy questions relevant to the work of the Embassy, in accordance with the following terms and conditions:

1. Carl J. Green and Elliot L. Richardson will act as principal counsel under this retainer.
2. MTHM's services will be limited to providing legal advice to the Embassy and will not include engaging in political activities.
3. The Embassy will pay MTHM as compensation for its services the sum of \$10,000 upon execution of this retainer.
4. MTHM will provide up to approximately fifty hours of attorneys' time pursuant to this retainer agreement. Should additional time or substantial disbursements become

necessary to respond to questions posed by the Embassy,
MTHM and the Embassy will discuss appropriate arrangements
to compensate MTHM for such additional time or
disbursements.

5. The term of this retainer shall be for one year
beginning April 1, 1987.

SO AGREED:

The Embassy of Japan
Washington, D.C.

By: 

Nagao Hyodo
Minister

Date April 1, 1987

Milbank, Tweed, Hadley & McCloy

By: 

Date April 1, 1987