

REVISED

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
Philip van Slyck Inc.	Embassy of Japan

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.

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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.

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.

Date of Exhibit B

MAY 4, 1987

Name and Title

Philip van Slyck  
CHAIRMAN

Signature

*Philip van Slyck*

Political 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.

CONSULTING AGREEMENT

THIS AGREEMENT is entered into as of April 1, 1986, between the Embassy of Japan, Washington, DC, (the Embassy) and Philip van Slyck Inc., New York City (PVS).

WHEREAS the Embassy desires to retain PVS as a nonexclusive consultant on political, economic and cultural matters of interest to Japan; and

WHEREAS the general nature of the consulting services which the Embassy desires from PVS is described in the Consulting Program (the Program) attached to this Agreement as Exhibit A;

IT IS HEREBY AGREED between the Embassy and PVS that the following terms and conditions will govern the implementation of the Program:

1. The Embassy hereby contracts with PVS to provide on a nonexclusive basis, and PVS agrees to provide on a nonexclusive basis, counsel, advice, editorial assistance, and other consulting services. The nature and extent of the services to be provided by PVS are set forth in the Program attached hereto as Exhibit A.

2. In executing the Program, PVS shall at all times act as an independent contractor providing consulting services to the Embassy, and nothing herein shall be construed to create the relation of principal-and-agent or employer-and-employee between the Embassy and PVS, nor shall anything herein be construed to constitute PVS as agent, lobbyist or spokesman on behalf of the Government of Japan before the American public or any body or agency of the United States Government nor to oblige PVS to act in such capacity.

3. During the term of this Agreement, PVS shall provide the Embassy with information, advice and assistance on what PVS believes to be the most effective ways for the Embassy to safeguard and advance the interests of Japan in the United States, and PVS (except as required for compliance with any valid laws of the United States) shall refrain from any activities, including activities on behalf of any other PVS client, which PVS reasonably believes would conflict with its duties and obligations to the Embassy, or would adversely affect the interests of Japan in the United States, or would impair Japan's reputation, good name or political status in the United States or throughout the world.

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4. Consultative communications between the Embassy and PVS shall be treated and safeguarded by PVS as privileged communications between client and consultant, as shall any nonpublic information provided by the Embassy to PVS, and PVS shall not without the Embassy's express written permission, reveal or otherwise make available such privileged information to any other person, government or political organization, unless the Embassy or PVS shall be advised by counsel that disclosure of such information is required by valid legal processes or by laws of the United States.

5. Any documents or materials produced pursuant to the Program shall be the sole property of the Embassy; any speech texts, press releases or other public documents developed under the Program shall be distributed publicly only by the Embassy; and to the extent that any such materials are subject to copyright, such copyright shall be in the name of the Embassy or other appropriate agency of the Government of Japan, as the Embassy determines.

6. The term of this Agreement shall be for one year, from April 1, 1986 to March 31, 1987, and may be extended beyond such date by mutual agreement of the parties. This Agreement may be terminated by either party at any time by sending to the other party, by registered mail at the address noted in paragraph 10 herein, a written notice of intent to terminate the contract upon the expiration of 30 days. Upon termination, payment shall be made to PVS, at the rate per month described in paragraph 8 below up to the effective date of termination. (If termination occurs as of any date other than the end of a full calendar month, a portion of the month shall be compensated pro-rata on the basis of a 30-day month.)

7. At the termination of this Agreement PVS shall, following receipt of all payments due hereunder, deliver to the Embassy all materials in its possession which were prepared or obtained for use in the Program.

8. The Embassy agrees to pay PVS for professional services in connection with the implementation of the Program at the rate of three thousand five hundred dollars (\$3,500.00) per month, plus out-of-pocket expenses not in excess of a total of fifteen thousand dollars (\$15,000.00) per year to cover such items as travel, research materials, printing costs, postage, telephone. PVS agrees to submit estimates of significant out-of-pocket expenses to the Emba

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approval before incurring them. Payment shall be made as follows:

a. Professional fees at the average monthly rate of three thousand five hundred dollars (\$3,500.00) shall be invoiced to the Embassy by PVS at the conclusion of each month, and shall be paid to PVS within fifteen working days following receipt of the invoice.

b. Subject to the fifteen thousand dollars (\$15,000.00) per-year limitation, all out-of-pocket expenses incurred in accordance with the terms of this paragraph shall be billed monthly by PVS to the Embassy and the Embassy shall pay said bills within fifteen working days following receipt.

9. The services to be rendered by PVS are described generally in the attached document, marked Exhibit A. Additional services which may from time to time be requested by the Embassy, or specific services requiring unusual time and expense on the part of PVS, shall be performed under budgetary terms mutually agreed to in advance. All services provided by PVS to the Embassy shall be under the personal quality control of Philip van Slyck, Chairman of PVS.

10. All correspondence, communications and notices related to this Agreement shall be addressed as follows:

If to the Embassy at -

Embassy of Japan  
2520 Massachusetts Avenue, NW  
Washington, DC 20008  
Attn: Administrative Officer

Carbon copy to Hogan & Hartson, 815 Connecticut Ave. NW, Washington, DC, 20006. Attention: Messrs. Edward A. McDermott and Robert J. Elliott.

If to PVS at -

Philip van Slyck, Inc.  
Suite 2205  
21 East 40th Street  
New York, NY 10016  
Attn: Philip van Slyck

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All correspondence, communications and other notices shall be in the English language.

11. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

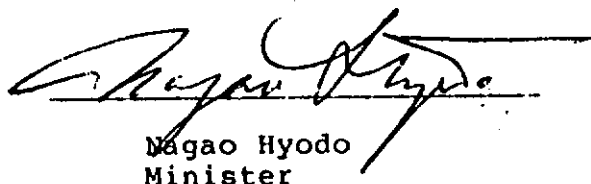
12. It is agreed that nothing in this Agreement shall be construed to constitute, expressly or by implication, a waiver of the sovereign immunity of the Embassy, or of officials of the Embassy, nor shall anything in this Agreement be construed to conflict with the obligations of PVS under valid legal processes or any laws of the United States.

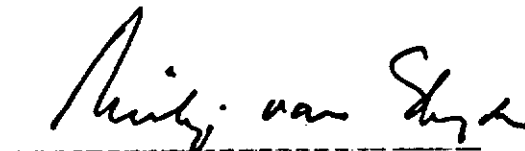
13. This Agreement sets forth the entire agreement between the Embassy and PVS regarding the Program, and no representation or promise not specifically set forth herein, or in a subsequent written document agreed to by the parties, shall affect the duties or liabilities of either party hereto.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the date first above written.

EMBASSY OF JAPAN

Philip van Slyck, Inc.

  
Nagao Hyodo  
Minister

  
Philip van Slyck  
Chairman

Date: May 20, 1986

Date: May 20, 1986

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EXHIBIT A to the  
Consulting Agreement

PROGRAM

PVS shall provide the following nonexclusive consulting services, as requested by the Embassy, in accordance with the terms set forth in the Consulting Agreement between the Embassy of Japan and Philip van Slyck, Inc.

1. PVS shall provide the Embassy, as requested, with quarterly analyses of trends in American public opinion, leadership attitudes, politics and other developments affecting the interests of Japan, offering such recommendations as may be appropriate to the conduct of the Embassy's public information program.

2. PVS shall draft, as requested, an average of two speeches per month for the Ambassador and/or Senior Staff of the Embassy, or shall undertake other designated assignments requiring approximately equivalent time and effort on the part of PVS.

3. PVS shall, upon request, draft letter responses to inquiries received by the Embassy from private individuals or public officials.

4. PVS shall upon request assist the Embassy in identifying regional and local organizations, throughout the United States, which would be willing to cooperate with the Embassy in a mutually satisfactory manner on a specific project or function such as a public speech, conference or cultural event. If requested, PVS shall assist the Embassy in planning and coordinating such events with the local sponsors.

5. On request, PVS shall assist the Embassy in advance planning and scheduling of speeches and conferences in places designated by the Embassy.

6. When requested, PVS shall assist the Embassy in identifying and cultivating the interest of major U.S. publications in addressing policy topics of concern to Japan, and shall advise the Embassy on how best to insure that the viewpoints and policies of the Government of Japan are fairly presented in articles which may result from these efforts.

7. For purpose of close and harmonious coordination in the execution of this program, Philip van Slyck shall be available for personal consultations at the Embassy, Washington, DC, at mutually convenient times, and frequency permitted by available budget.

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