

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 Michael Solomon Associates 509 Madison Ave., Suite 1708, New York, NY 10022		2. Registration No. 3923
3. Name of foreign principal JETRO New York	4. Principal address of foreign principal 1220 Ave. of the Americas New York, NY 10020	

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
 - Individual—State his nationality _____
 - Committee
 - Voluntary group
 - Other (specify) Government-supported trade organization

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
Promotion of trade, investment and other economic ties
between the U.S. and Japan

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.)

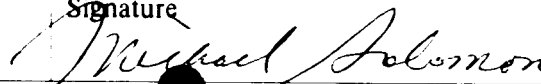
JETRO New York is the head American branch of the Japan External Trade Organization, a trade promotion organization supported by the Japanese government.

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.

Date of Exhibit A
January 5, 1987

Name and Title
Michael Solomon
President

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
Michael Solomon Associates	JETRO New York

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.

Public Relations consultation: see item 5 below for details.

RECEIVED
CRIMINAL DIVISION
JAN 10 1984
INTERNATIONAL SECURITY
REGISTRATION DIV.

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

- 1) Observation and analysis of key issues affecting the economic and trade relations between Japan and the U.S.
- 2) Arrangements for interviews, conferences and meetings
- 3) Moderating meetings
- 4) Publicity consultation
- 5) Reporting domestic press and news analysis
- 6) Speech writing

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.

Date of Exhibit B

January 5, 1987

Name and Title

Michael Solomon
President

Signature

Michael Solomon

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.

509 Madison Avenue
Suite 1708
New York, NY 10022
(212) 223-3340

CONTRACT

JETRO, NEW YORK

**MICHAEL SOLOMON ASSOCIATES
NEW YORK**

DECEMBER 1, 1986 - MARCH 31, 1987

CONTRACT

JETRO, New York, 1221 Avenue of the Americas, New York, N.Y. (hereinafter referred to as "A") and Michael Solomon Associates, 509 Madison Avenue, New York, N.Y. (hereinafter referred to as "B") mutually agreed and concluded on this date this contract under the terms and conditions as follows:

Article 1

For the purpose of dissemination of trade and economic information on Japan so as to help facilitate relations and understanding between Japan and the United States, A agrees to employ B, and B agrees to provide necessary services to A.

Article 2

Under this agreement, B shall assume the responsibility and carry out such public affairs activities as would suit the purpose of this agreement, and to give constant proposals and advice to A, as well as to respond to consultation of A in connection with A's activities.

Article 3

B's responsibility as mentioned in Article 2 of this agreement shall include the following:

1. Daily observation and analysis of the key issues affecting the economic and trade relations between Japan and the United States, the results of which shall be reported to A whenever necessary.
2. Arrangements for interviews or talks with officials of the government, leaders in trade circles, personnel or press and communications media, and for conferences, meetings and any other gatherings which may be deemed necessary.
3. Moderating meetings when appropriate.
4. Giving of advice and counsel for the preparation of advertisements in newspapers, magazines and other publications and undertakings of publicity by means of radio, television and other communications media.
5. Submitting to A, on a regular basis, a report including analysis of and comment on the important news and articles

appearing during the reporting period and having bearing upon economic and trade relations between the two countries, and therefore deemed valuable to the purpose of this contract. This report shall be accompanied by pertinent clippings supporting the analysis.

6. Speech writing as required.

Article 4

In addition to the reports as mentioned in the preceding article, B shall submit to A timely reports on specific matters of importance.

These timely reports shall include analysis of and comment on the key issues affecting Japan-United States economic and trade relationships and information about any movements, laws and regulations discriminatory to Japan at present or the possibility in the future of realizing similar effects, together with suggestions regarding counter-measures against them.

Article 5

For the services and activities of B, A shall agree to pay the following expenses:

1. Monthly agent fee in the sum of U.S. dollars two thousand (\$2,000) beginning December 1, 1986, which shall be paid in advance.
2. All the expenses incurred by B in the course of conducting activities or enterprises as described in Article 3 of the agreement but within the limit of estimation submitted beforehand by B.

Such expenses shall include: telephone and telegraph, travel, mailing, messenger delivery, photographs, mimeograph, print, duplication and other expenses to be approved by A as reasonable and appropriate in the performance of the activities.

Article 6

For the agent fee and the expenses provided for in Article 5 of this agreement, B shall bill A on a monthly basis, and the payment to B shall be made within fifteen (15) days from the date

of the receipt of the relative bills by A.

Article 7

Regardless of Article 5 of this agreement, both A and B shall agree to the following:

1. If additional projects not covered by this agreement are to be carried out either by reasons of A or B, and if the time required for servicing A's account should be substantially increased, consultation will be held between A and B towards a possible fee adjustment.
2. Before B incurs any expenses as mentioned in item 2 of Article 5, B shall be obligated to submit an estimate and obtain prior consent of A as to the necessity and extent of such expenditure.

Article 8

This contract shall be for the duration of four (4) months. However, this contract shall be renewable by mutual consent.

Article 9

1. This contract may be cancelled by either A or B with two (2) months advance written notice at the end of any month.
2. A shall reserve the right to cancel this contract with three (3) weeks advance notice shall B turn over to a third party the rights and obligations provided for in this contract without consent and approval of A.
3. A shall also reserve the right to cancel this contract at any time should B fail to meet any of the obligations as stipulated in this contract.

Article 10

Should the contract be cancelled in accordance with the provision of items 2 and 3 of Article 9, B shall have no rights to demand compensation in any form from A. However, concerning the activities or enterprises which were already requested or approved by A and are capable of being stopped in the middle, A shall reimburse B all the expenses for those which B actually spent in accordance with the stipulations provided for in Article

6. And concerning such activities or enterprises which may be considered hard to stop in the middle of execution, B shall have responsibility to complete such assignments within the limit of terms as may be designated by A, and A shall reimburse B all the expenses for those B actually needed for completion.

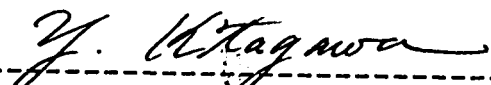
Article 11

1. If there should be any doubt about the terms and conditions of this contract, it shall be settled upon mutual consent of A and B.
2. This contract shall be confirmed to be mutually agreed and concluded pursuant to the regulations and laws of the United States.
3. This contract shall be made in duplicate, and A and B shall retain each copy being duly signed by both A and B.

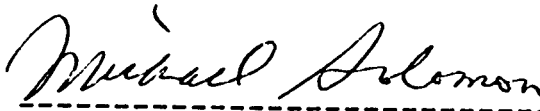
ACCEPTED, AGREED AND SIGNED:

FOR JETRO
NEW YORK CITY

FOR MICHAEL SOLOMON ASSOCIATES
NEW YORK CITY



Yukimasa Kitagawa
President
Jetro, New York



Michael Solomon
President
Michael Solomon Associates

Business Certificate for Partners

The undersigned do hereby certify that they are conducting or transacting business as members of a partnership under the name or designation of **MICHAEL SOLOMON ASSOCIATES** at **509 MADISON AVE., SUITE 1708** in the County of _____, State of New York, and do further certify that the full names of all the persons conducting or transacting such partnership including the full names of all the partners with the residence address of each such person, and the age of any who may be infants, are as follows:

NAME Specify which are infants and state ages.

RESIDENCE

<u>MICHAEL SOLOMON</u>	<u>511 CORTLANDT AVE., MAMARONECK, NY 10543</u>
<u>EVELYN SUN SOLOMON</u>	<u>511 CORTLANDT AVE., MAMARONECK, NY 10543</u>
.....
.....
.....

WE DO FURTHER CERTIFY that the _____ are the _____

086321

STATE OF NEW YORK
COUNTY OF NEW YORK, SS:
NORMAN GOODMAN,
COUNTY CLERK AND CLERK
OF THE SUPREME COURT
OF THE STATE OF NEW YORK,
NEW YORK COUNTY,
DO HEREBY CERTIFY ON

OCT 1984

THAT I HAVE COMPILED THIS
COPY WITH THE ORIGINAL
FILED IN MY OFFICE ON
OCT 11 - 1984

AND THAT THE SAME IS A
CORRECT COPY OF THE
WHOLE OF SUCH ORIGINAL.
IN WITNESS WHEREOF,
I HAVE HEREUNTO SET MY
HAND AND AFFIXED MY
OFFICIAL SEAL.

to _____
COUNTY CLERK AND CLERK OF THE
SUPREME COURT, NEW YORK COUNTY
FACSIMILE SIGNATURE USED
PURSUANT TO SEC. 905
COUNTY LAW.

SEE PAID

the person or persons heretofore using such name or names to carry on or conduct or transact business.

In Witness Whereof, We have this third day of October 1984 made and signed this certificate.

Michael Solomon
Evelyn Sun Solomon

State of New York, County of Westchester

ss.:

INDIVIDUAL ACKNOWLEDGMENT

On this 3rd day of October

19 84, before me personally appeared

Michael Solomon and Evelyn Sun Solomon
to me known and known to me to be the individuals described in, and who executed the foregoing certificate, and they thereupon duly acknowledged to me that they executed the same.

Roberts E. Esposito
ROBERTS E. ESPOSITO
Notary Public, State of New York
No. 60-6204855
Qualified in Westchester Co. 86
Term expires March 30, 1986

State of New York, County of

ss.:

CORPORATE ACKNOWLEDGMENT

On this day of

19 , before me personally appeared

to me known, who being by me duly sworn, did depose and say, that he resides in

that he is the of

the corporation described in and which executed the foregoing certificate; that he knows the seal of said corporation; that the seal affixed to said certificate is such corporate seal; that it was so affixed by order of the Board of of said corporation, and that he signed h name thereto by like order.

INDEX No. 7691/84
Certificate of Partners

CONDUCTING BUSINESS UNDER
THE NAME OF

State of New York, County of

ss.:

INDIVIDUAL ACKNOWLEDGMENT

On this day of

19 , before me personally appeared

to me known and known to me to be the individual described in, and who executed the foregoing certificate, and he thereupon duly acknowledged to me that he executed the same.