

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

ARTER & HADDEN

Name of Foreign Principal

The Central Union of Agricultural
Co-operatives (Zenchu)

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.

Arter & Hadden has been engaged as an independent contractor by Zenchu to provide the services required under the contract.

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

Arter & Hadden's engagement will relate to U.S. government actions and proposed actions with respect to agricultural trade disputes, including, but not limited to the "GATT 12" processed foods, beef and citrus, rice and feed grains. Arter & Hadden will monitor and analyze activity in the U.S. Trade Associations, the Executive and Legislative branches of the U.S. Government, and governmental departments including proposed trade bills, inter-governmental negotiations, and possible actions under provisions of U.S. trade laws. Arter & Hadden will maintain contacts with government officials, present Zenchu's views as appropriate, present Zenchu's views to the media through press releases, press conferences, interviews and other means as appropriate; assist in visits of Japanese officials of Zenchu; maintain liaison and present Zenchu's views to trade associations.

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 5. The policies and relations to be influenced are U.S. agricultural policies toward Japan, particularly toward Japan's import regulations. Political activities include representations to Executive and Legislative branch officials and media relations.

Date of Exhibit B

Name and Title

Signature

January 19, 1988

Walter H. Dobynski

¹ 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.

RETAINER AGREEMENT (NO. 1)

This Agreement is by and between Arter & Hadden, a law firm with offices in Washington, D.C. and The Central Union of Agricultural Co-operatives ("Zenchu"), a co-operative with offices in Tokyo, Japan, for the retention of services of Arter & Hadden.

Scope of Retention

Arter & Hadden's engagement will relate to advice and assistance in connection with a visit to Washington, D.C. by the President of Zenchu and a visit to St. Louis, Missouri and Des Moines, Iowa by the President of Zen-noh. Both visits will take place in October 1987. The purpose of the visits will be to publicize the activities of Zenchu and Zen-noh in connection with the export to Japan of U.S. agricultural commodities and products related to agricultural production. Events in each city will focus on informing leaders in the public and private sector with agricultural interests about Zenchu and Zen-noh's commercial activities and on obtaining favorable press coverage of those activities.

Specifically, Arter & Hadden will:

1. Provide advice, analysis and recommendations concerning the location of the events, potential invitees, format and related matters.
2. Assume primary responsibility for coordinating invitations, liaison and follow-up with invitees to the event.

3. Locate outside contractors, as required, to handle logistics of event preparation and execution (caterers, photographers, transportation, local accommodations, etc.), review proposed contracts with outside contractors and provide overall supervision of their performance. In some cases, Arter & Hadden will directly contract with contractors on behalf of Zenchu and will pay contractors with funds advanced by Zenchu.
4. Arrange for media coverage and handle media contacts.

The parties recognize that the format of the events cannot be described specifically until final preparations have been made. However, it is anticipated that in Washington the President of Zenchu will participate in a reception for members of Congress and will meet with press representatives. In St. Louis and Des Moines, the President of Zen-noh will meet with senior state officials and/or members of Congress, as well as farm group representatives and media representatives. In both cities there will be at least one luncheon or dinner with speakers. One farm visit is anticipated.

Registration Requirements

The services of Arter & Hadden under the Agreement will have as their purpose increasing understanding about Zenchu and Zen-noh in the United States. Zenchu recognizes that these activities may require registration by Arter & Hadden pursuant to the Foreign Agents Registration Act of 1938, as amended, the Lobbying Act or other relevant statutes or regulations. Zenchu authorizes Arter & Hadden to comply fully with any registration,

reporting or disclosure requirements of any federal or state statute or regulation that, in the opinion of Arter & Hadden, applies to Arter & Hadden's activities.

Limits to Engagement

Although Arter & Hadden will provide advice to Zenchu with respect to the contracts with outside contractors, Arter & Hadden will not be liable to Zenchu for damages arising out of the breach by any outside contractor of that outside contractor's obligations to Zenchu. Zenchu will indemnify Arter & Hadden for liabilities incurred by Arter & Hadden on behalf of Zenchu and will hold Arter & Hadden harmless of any and all claims or liabilities arising from any act or omission of Zenchu in connection with the events covered by this agreement.

Term of the Agreement

The Agreement shall commence on September 1, 1987, once both parties have signed the agreement, and shall be effective through completion of the events and follow-up details.

The contract is renewable subject to renegotiation of its financial terms.

Fees

As total compensation for work on both visits, Zenchu will pay to Arter & Hadden the sum of \$50,000.00 plus reasonable expenses. Reasonable expenses include, but are not limited to, travel, hotel, entertainment, meals, overtime, photo-duplication, long distance telephone charges, document preparation, printing and other expenses.

In addition, Zenchu will reimburse Arter & Hadden for all payments made to outside contractors by Arter & Hadden in connection with the events.

Arter & Hadden will bill Zenchu for payment of its fees on or after November 1, 1987. Arter & Hadden will bill Zenchu monthly for expenses as accrued until all expenses are accounted for.

Arter & Hadden and Zenchu will agree on a mutually acceptable method whereby Zenchu will advance funds to cover anticipated payments to outside contractors, such funds to be replenished as necessary. Arter & Hadden will provide Zenchu with a full report of funds paid to contractors.

This Agreement constitutes the entire agreement between Arter & Hadden and Zenchu.

ARTER & HADDEN

By William K. Dabaghi
William K. Dabaghi

DATE November 3, 1987

THE CENTRAL UNION OF
AGRICULTURAL CO-OPERATIVES
(ZENCHU)

By Tokuo Matsumoto
Tokuo Matsumoto
Managing Director

DATE November 3, 1987

RETAINER AGREEMENT (NO. 2)

This Agreement is by and between Arter & Hadden, a law firm with offices in Washington, D.C. and The Central Union of Agricultural Co-operatives ("Zenchu"), a co-operative with offices in Tokyo, Japan, for the retention of services of Arter & Hadden.

Scope of Retention

Arter & Hadden's engagement will relate to monitoring, advice, and legislative and administrative representation in connection with U.S. action concerning Japan's agricultural import policies, specifically policies related to beef, citrus and rice.

Arter & Hadden will:

1. Establish ongoing contacts with appropriate government officials and private sector representatives with interests in the issues covered by this agreement.
2. Monitor Congressional and executive branch action related to the issues covered by this agreement.
3. Monitor and analyze policy developments in other areas that may impact on the primary issues covered by this agreement.
4. Provide advice, analysis and recommendations to Zenchu concerning U.S. policy with respect to these issues.
5. Propose strategies for responses to U.S. policy actions.

6. As appropriate, make representations to U.S. government officials, legislators and their staffs and agency staff concerning Zenchu's position.
7. Prepare written materials explaining and supporting Zenchu's position on agricultural trade issues and responding to policy positions in the United States.
8. As appropriate, provide liaison with the press, trade associations, corporations and individuals related to Zenchu's interest in these issues.
9. Establish a program of grassroots contacts with individuals in the U.S. agricultural community in order to develop a better understanding of Zenchu's position.
10. Coordinate strategies with trade associations having positions that complement Zenchu's position on particular issues.
11. As appropriate, issue press releases, develop media packets and work to ensure media coverage of Zenchu activities.
12. Provide advice to Zenchu with respect to hiring outside consultants and, if appropriate, contract and subcontract with consultants.
13. Provide Zenchu with comprehensive monthly written reports on policy developments and Arter & Hadden's activities on behalf of Zenchu.
14. Provide Zenchu with timely additional reports on important developments.

15. Respond to requests by Zenchu for other information or advice related to the issues covered by the agreement.
16. As requested, provide advice and consultation to Zenchu concerning written materials prepared by Zenchu.

Registration Requirements

Zenchu recognizes that the activities covered by this contract require registration by Arter & Hadden pursuant to the Foreign Agents Registration Act of 1938, as amended, the Lobbying Act or other relevant statutes or regulations. Zenchu authorizes Arter & Hadden to comply fully with any registration, reporting or disclosure requirements of any federal or state statute or regulation that, in the opinion of Arter & Hadden, applies to Arter & Hadden's activities.

Limits to Scope of Engagement

Arter & Hadden will undertake its best efforts to ensure that outside contractors perform in a manner satisfactory to Zenchu but in no case will Arter & Hadden be liable to Zenchu for damages arising out of the breach by any outside contractor of that outside contractor's obligations to Zenchu. Zenchu will indemnify Arter & Hadden for liabilities incurred by Arter & Hadden on behalf of Zenchu and will hold Arter & Hadden harmless of claims or liabilities in connection with any act or omission of Zenchu or its affiliates related to matters that are the subject of this contract.

This Agreement is limited to the services enumerated in the Agreement and does not extend to cover participation by Arter &

Hadden in any formal administrative proceeding on behalf of Zenchu.

Term of the Agreement

The Agreement shall cover services commencing on September 1, 1987 and shall conclude on August 31, 1988. Notwithstanding the foregoing, the Agreement may be terminated at any time upon written notice by either party.

The contract is renewable subject to renegotiation of its financial terms.

Fees

For the services described in this contract, Zenchu will pay to Arter & Hadden the sum of \$20,000.00 per month or part thereof plus reasonable expenses, such reasonable expenses not to exceed \$2,000.00 per month. Reasonable expenses include, but are not limited to, travel, hotel, entertainment, meals, overtime, photo-duplication, long distance telephone charges, document preparation, printing and other expenses.

In addition, Zenchu will reimburse Arter & Hadden for all payments made to outside contractors by Arter & Hadden. Arter & Hadden will consult with Zenchu prior to entering into an outside contract that will result in liabilities for Zenchu of more than \$5,000.00.

Arter & Hadden will bill Zenchu monthly for its fees. Arter & Hadden will bill Zenchu monthly for expenses as accrued until all expenses are accounted for.

Arter & Hadden will bill Zenchu for payments to outside contractors as those payments become due. If this Agreement is terminated by either party prior to the completion of the contract term, Zenchu shall owe to Arter & Hadden all expenses and payments to outside contractors incurred through the date of termination and shall owe to Arter & Hadden fees due through the last day of the month in which termination takes place.

* * * *

This Agreement constitutes the entire agreement between Arter & Hadden and Zenchu.

ARTER & HADDEN

BY William K. Dabaghi
William K. Dabaghi

DATE November 3, 1987

THE CENTRAL UNION OF
AGRICULTURAL CO-OPERATIVES
(ZENCHU)

BY Tokuo Matsumoto
Tokuo Matsumoto
Managing Director

DATE November 3, 1987

RETAINER AGREEMENT (NO. 3)

This Agreement is by and between Arter & Hadden, a law firm with offices in Washington, D.C. and The Central Union of Agricultural Co-operatives ("Zenchu"), a co-operative with offices in Tokyo, Japan, for the retention of services of Arter & Hadden.

Scope of Retention

Arter & Hadden's engagement will relate to research and analysis concerning issues related to a Section 301 proceeding concerning Japan's import policy on rice.

Arter & Hadden will:

1. Provide written analysis concerning the Section 301 procedures under both the present and the proposed trade laws.
2. Provide written analysis of questions concerning GATT issues that could arise in a Section 301 proceeding and of the arguments that could be made by Zenchu on those issues.
3. Provide written analysis of economic and trade policy arguments that Zenchu could raise in a Section 301 action. The economic analysis will be a preliminary examination of the kinds of issues and data that might be advisable for a full economic presentation in a Section 301 proceeding. Such a final product would require the services of an economist and would be beyond the scope of this agreement.

4. Recommend an overall strategy for Zenchu in preparing for and responding to a Section 301 complaint.

Registration Requirements

The parties do not anticipate that the analysis and research activities covered by this contract will require registration by Arter & Hadden pursuant to the Foreign Agents Registration Act of 1938, as amended, the Lobbying Act or other relevant statutes or regulations. Nevertheless, Zenchu authorizes Arter & Hadden to comply fully with any registration, reporting or disclosure requirements of any federal or state statute or regulation that, in the opinion of Arter & Hadden, applies to Arter & Hadden's activities.

Term of the Agreement

The Agreement shall commence on November 1, 1987 and shall extend through December 30, 1987. Notwithstanding the foregoing, the Agreement may be terminated at any time upon written notice by either party.

The contract is renewable subject to renegotiation of its financial terms.

Fees

For the services described in this contract, Zenchu will pay to Arter & Hadden the sum of \$10,000.00 per month. In addition, Zenchu will pay Arter & Hadden its reasonable expenses. Reasonable expenses include, but are not limited to, travel, hotel, entertainment, meals, overtime, photo-duplication, long distance telephone charges, document preparation, printing and other expenses.

Arter & Hadden will bill Zenchu monthly for its fees. Arter & Hadden will bill Zenchu monthly for expenses as accrued until all expenses are accounted for.

Arter & Hadden will bill Zenchu for payments to outside contractors as those payments become due. If this Agreement is terminated by either party prior to the completion of the contract term, Zenchu shall owe to Arter & Hadden all expenses incurred through the date of termination and shall owe to Arter & Hadden fee due through the last day of the month in which termination takes place.

* * * *

This Agreement constitutes the entire agreement between Arter & Hadden and Zenchu.

ARTER & HADDEN

DATE

November 3, 1987

By

William K. Dabaghi

THE CENTRAL UNION OF
AGRICULTURAL CO-OPERATIVES
(ZENCHU)

DATE

November 3, 1987

By

Tokuo Matsumoto
Tokuo Matsumoto
Managing Director