

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
3942

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.

Arter & Hadden is engaged as an independent contractor by Zenchu to perform services under the enclosed contracts.

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.

Arter & Hadden's engagement includes government, press and public relations with respect to U.S. actions concerning Japan's rice policy, including actions pursuant to Section 301 of the trade law. Services also include monitoring and, as appropriate, representations related to the Uruguay Round of trade negotiations, and the 1990 farm bill. Liaison with commodity groups and farm leaders also is covered.

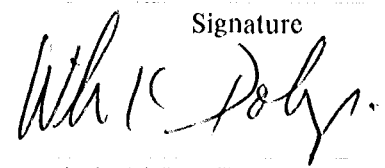
6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes No

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 general response to No. 5. Political activities with respect to the Section 301 actions on rice included press releases, press briefings and interviews, meetings with executive branch officials and members of Congress and staff, along with preparation of explanatory materials and liaison with farm and commodity groups. The political activity on other issues listed above, if undertaken, is expected to consist primarily of representations to executive and legislative branch officials and liaison with commodity and farm groups with more limited use, if any, of other political activities.

Date of Exhibit B
January 12, 1989

Name and Title
William K. Dabaghi
Partner

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.

RETAINER AGREEMENT (NO. 4)

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, particularly Section 301 actions on rice.

Arter & Hadden will:

1. Represent Zenchu before U.S. Government agencies that participate in a Section 301 investigation, including the Office of the U.S. Trade Representative, the Departments of State, Commerce, Treasury, Labor, Justice and the Executive Offices of the President.
2. Maintain and direct relations with the press and other media concerning Zenchu's position on rice imports and other issues. Prepare press releases, handle interviews, respond to press inquiries.
3. Develop liaison with commodity and farm groups.
4. Monitor Congressional and executive branch action related to the issues covered by this agreement. Make representations to both branches as appropriate.

5. Monitor and analyze policy developments in other areas that may impact on the primary issues covered by this agreement.
6. Provide advice, analysis and recommendations to Zenchu concerning U.S. policy with respect to these issues.
7. Propose strategies for responses to U.S. policy actions.
8. Prepare written materials explaining and supporting Zenchu's position on agricultural trade issues and responding to policy positions in the United States.
9. Handle arrangements for visiting Zenchu delegations.
10. Provide Zenchu with comprehensive monthly written reports on policy developments and Arter & Hadden's activities on behalf of Zenchu.
11. Provide Zenchu with timely additional reports on important developments.
12. Respond to requests by Zenchu for other information or advice related to the issues covered by the agreement.
13. 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.

Term of the Agreement

The Agreement shall cover services commencing on September 1, 1988 and shall conclude on November 30, 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 \$40,000.00 per month or part thereof plus reasonable and routine expenses, such reasonable and routine expenses not to exceed \$4,000.00 per month. If Arter & Hadden undertakes activities that require resources which, at Arter & Hadden's usual hourly fees, would exceed the monthly fees provided for under this contract, Arter & Hadden will advise Zenchu's Washington representative that additional costs are expected. Such notice may be given orally. If additional work is authorized by Zenchu's Washington representative, Arter & Hadden will bill Zenchu for additional services at the firm's usual hourly rates for such services.

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.

Additional extraordinary expenses such as costs of large mailings, major travel, banquets, etc. will be billed separately and in addition to the \$4,000.00.

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 Nov 8, 1988

THE CENTRAL UNION OF
AGRICULTURAL CO-OPERATIVES
(ZENCHU)

By Tokuo Matsumoto

DATE Nov. 15, 1988

RETAINER AGREEMENT (NO. 5)

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, reports, liaison and will undertake the following action on behalf of Zenchu; representation in connection with specific domestic U.S. issues and international issues of interest to Zenchu.

Arter & Hadden will:

1. Monitor and report actions of the U.S. Congress, government agencies and others related to the issue of Japan's rice import policy.
2. Monitor and report on developments of the Uruguay Round of multilateral trade negotiations and on actions of the U.S. and foreign governments related to the Uruguay Round talks.
3. Monitor and report on actions by the U.S. Congress, government agencies and others pertaining to the next U.S. farm bill.
4. Maintain close contacts with organizations and individuals that have common policy objectives with Zenchu.

5. Establish and maintain contacts with members of Congress and their staffs and with officials of government agencies such as the Office of the U.S. Trade Representative, the U.S. Department of Agriculture and others that are relevant to the issues of interest to Zenchu. When appropriate, convey Zenchu's views on specific issues to these individuals.

If Arter & Hadden is of the view that additional activities would promote the aims of Zenchu, Arter & Hadden will submit a written proposal to Zenchu, through its Washington office. Arter & Hadden will not undertake additional activities until Zenchu has approved the activity and the parties have agreed to the fees for those additional services.

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.

Term of the Agreement

The Agreement shall cover services commencing on December 1, 1988 and shall conclude on August 31, 1989. 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 plus reasonable expenses of \$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.

Additional extraordinary expenses such as costs of large mailings, major travel, banquets, etc. will be billed separately and in addition to the \$2,000.00. Arter & Hadden will obtain the approval of Zenchu before incurring such 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.

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

ARTER & HADDEN

By William K. Dabaghi
William K. Dabaghi

DATE Dec 21, 1988

THE CENTRAL UNION OF
AGRICULTURAL CO-OPERATIVES
(ZENCHU)

By Tokuo Matsumoto

DATE Dec 27, 1988