

UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

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
H. William Tanaka, d/b/a Tanaka, Walders & Ritger	Electronic Industries Association 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.

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SECTION
REGISTRATION UNIT

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Maintain an ongoing public relations program in the U.S. and for its interests to be represented in connection with U.S. formulation and implementation of programs affecting U.S. -Japan electronics trade.

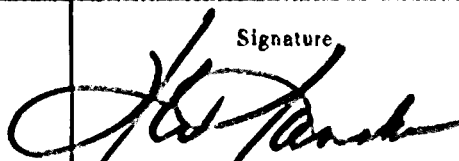
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

see response to No. 4

[Faint, illegible text]

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	Name and Title	Signature
April 2, 1980	H. William Tanaka Attorney	

^{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.

LAW OFFICES
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AGREEMENT

BETWEEN

ELECTRONIC INDUSTRIES ASSOCIATION OF JAPAN (EIA-J)

AND

H. WILLIAM TANAKA

This is an Agreement entered into between the Electronic Industries Association of Japan (hereinafter referred to as "Association"), of Tokyo, Japan, and H. William Tanaka, Counselor at Law, (hereinafter referred to as "Counsel"), of Washington, D.C., wherein Counsel agrees to perform the following services.

WHEREAS, Association desires to (1) maintain an ongoing public relations program in the United States, and (2) for its interests to be represented in connection with U.S. formulation and implementation of programs affecting U.S.-Japan electronics trade; and

WHEREAS, Counsel desires to assist in the development of such programs,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Counsel will render the following services in connection with the public relations program:

a. Counsel upon request will provide documentary materials, research service, guidance and other legal, economic and statistical assistance to Association in developing the background and knowledge into the history of imports of electronic products from Japan, legal and administrative proceedings either in process or terminated which have been, or are being, brought by U.S. Government agencies or private parties against such imports.

b. Counsel upon request will assist in the drafting of materials for public dissemination and review the same to insure their soundness both from a legal and factual standpoint.

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U.S. DEPARTMENT OF JUSTICE

2. Counsel will render the following services in connection with representing the interests of Association in connection with U.S. proposals affecting trade in electronic products:

a. Counsel will monitor Congressional and Executive Departments and Agencies activities impacting on U.S.-Japan trade in electronic products and report to Association on same.

b. In instances wherein certain proposed legislative, executive or administrative actions might have a negative impact on members of the Association, Counsel will upon request undertake to make representations to appropriate officials within the Executive and/or Legislative branches to apprise them of Association's views and positions relative to such actions.

3. Counsel will keep Association currently advised on his activities on its behalf.

4. In consideration of the services hereunder, Association agrees to pay Counsel as follows:

a. Association agrees to pay Counsel a lump-sum fee of \$40,000.00 (Forty Thousand U.S. Dollars) to be remitted within a reasonable time after execution of this Agreement.

b. In addition to the lump-sum fee cited hereinabove, Association agrees to pay Counsel \$850 (Eight Hundred Fifty U.S. Dollars) per each day spent outside of Washington, D.C., including travel time, for services to be rendered by Counsel at the specific request of Association outside of Washington, D.C.

c. It shall be further understood and agreed that Association will reimburse Counsel for all out-of-pocket expenses incurred by Counsel in the proper rendition of legal services hereunder including long distance telephone calls, cables and telexes, xeroxing, travel expenses, and other necessary expenses hereunder.

d. This Agreement shall not include services to be rendered specifically with respect to any particular legislative, administrative or executive action involving extensive representation, whether in the form of personal appearance, drafting, research and submission of briefs and testimony in connection with formal congressional or administrative hearings.

This Agreement supersedes the "Agreement Between Electronic Industries Association of Japan and H. William Tanaka Relating to Counselling In Connection With Public Relations Program" entered into on July 1, 1979, and shall become effective April 1, 1980 through March 31, 1981. Thereafter it shall be subject to renewal at the end of the first full year unless

terminated by notice in writing by either party thirty (30) days before the termination of the full year, or March 31, 1981. It shall be understood and agreed by and between Association and Counsel that Counsel shall give Association a credit of \$3,000 (Three Thousand U.S. Dollars) against fees to be paid under the present Agreement to offset fees covering the period April 1, 1980 through June 30, 1980 provided for in the agreement which is being superseded by the terms hereinabove.

IN WITNESS WHEREOF, the parties have hereunto signed, sealed and delivered this Agreement on the date written below.

Date:

Date:

April 2, 1980

ELECTRONIC INDUSTRIES ASSOCIATION
OF JAPAN

H. WILLIAM TANAKA

By:

高井敏夫

Duly Authorized Officer

H. William Tanaka

Counselor at Law