

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	Japan Automobile Manufacturers Association (JAMA)

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

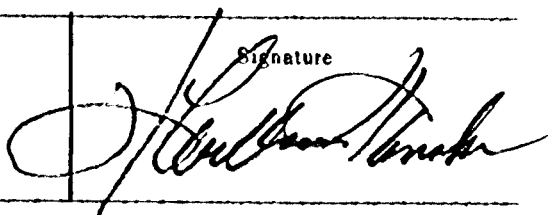
To provide on a subscription basis certain reportorial and informational services covering the National Traffic and Motor Vehicle Safety Act, Highway Safety Act, the Clean Air Act, the National Energy Policy Act, and relevant regulations, rulings and other administrative actions and /or legislative actions taken or proposed in connection therewith, including information on related activities of the U.S. automotive industry.

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

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
January 19, 1981	H. William Tanaka Attorney	

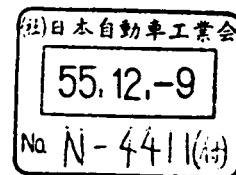
^{1/} Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency 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
TANAKA WALDERS & RITGER

1919 PENNSYLVANIA AVENUE, N. W.
WASHINGTON, D. C. 20006
202-223-1670

H. WILLIAM TANAKA
LAWRENCE R. WALDERS
DONALD L. E. RITGER
B. JENKINS MIDDLETON
WESLEY K. CAINE
PATRICK F. O'LEARY
ROBERT S. SCHWARTZ
CRAIG A. SCHWANDT

CABLE: TLAW UR
TELEX: 248450



AGREEMENT BETWEEN
THE JAPAN AUTOMOBILE MANUFACTURERS ASSOCIATION
AND
H. WILLIAM TANAKA OF
TANAKA WALDERS & RITGER LAW OFFICE
RELATING TO
WASHINGTON AUTOMOTIVE REPORT SUBSCRIPTION SERVICES

AGREEMENT entered into this 19th day of December, 1980, by and between the Japan Automobile Manufacturers Association (hereinafter referred to as "JAMA"), an organization with offices at Otemachi Bldg., 6-1, Otemachi 1-chome, Chiyoda-ku, Tokyo 100, Japan, and H. William Tanaka of the Law Offices of Tanaka Walders and Ritger, (hereinafter referred to as "TWR"), with offices at 1919 Pennsylvania Avenue, N.W., Washington, D.C. 20006.

WITNESSETH:

WHEREAS, JAMA desires to obtain from TWR on a subscription basis certain reportorial and informational services hereinafter specified, covering the National Traffic and Motor Vehicle Safety Act, Highway Safety Act, the Clean Air Act, as amended, the National Energy Policy Act, motor vehicle import/export trade-related developments, and relevant regulations, rulings and other administrative actions and/or legislative actions taken or proposed to be taken in connection therewith; and

WHEREAS, TWR desires to furnish such reportorial and informational services on a subscription basis,

NOW, THEREFORE, it is mutually agreed as follows:

JAMA hereby contracts for a newsletter subscription service to provide the following:

a. Reportorial and informational services will be rendered in the written form of a report entitled, WASHINGTON AUTOMOTIVE REPORT, on a periodic summary analysis basis. The report will cover such areas as the aforementioned U.S. statutes, regulations, rulings, and other administrative actions and/or legislative actions proposed or taken in connection therewith, including information on related activities of the U.S. automotive industry bearing on the interests of the Japanese automotive industry. These services will be supplied in analyzed form which will enable the appropriate persons designated by JAMA to form a quick familiarity with the more important issues involved. Where urgency reasonably requires, such reportorial and informational services will be rendered by telephone or cable as deemed appropriate by TWR or upon request by JAMA.

b. TWR will monitor and report on all significant administrative or congressional hearings initiated under or relating to the aforementioned statutes, regulations and rulings including motor vehicle import/export trade-related developments, in a timely manner.

c. TWR will attempt to provide JAMA with copies of official U.S. Government and Congressional publications bearing on the aforementioned statutes, regulations, and other related Government actions taken or proposed and will thus act as a clearing house for JAMA in furnishing all such documents.

d. TWR, upon specific request, will undertake to review documents drafted by JAMA for submission to any U.S. Government agency in the course of established agency proceedings, whether formal or informal, and render appropriate legal advice thereon.

IN CONSIDERATION of the fore going services to be rendered by TWR, JAMA agrees to pay Counsel within a reasonable time after execution of this Agreement, a retainer fee of \$82,000.00 (Eighty Two Thousand U.S. Dollars), covering services to be rendered in the one-year period commencing December 19, 1980, through December 18, 1981. It is agreed that all ordinary and routine expenses necessary to the satisfactory performance of the foregoing services incurred by TWR shall be payable out of the said retainer fee. This Agreement shall not cover fees and expenses incurred for services rendered outside of Washington, D.C. at the specific request of JAMA.

This Agreement shall be renewable under the foregoing terms, unless different terms are agreed to upon notice given by either party at least thirty (30) days before the expiration of this Agreement and concurrence is received from the other party.

THIS Agreement shall become effective immediately upon execution herein by the parties hereof.

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

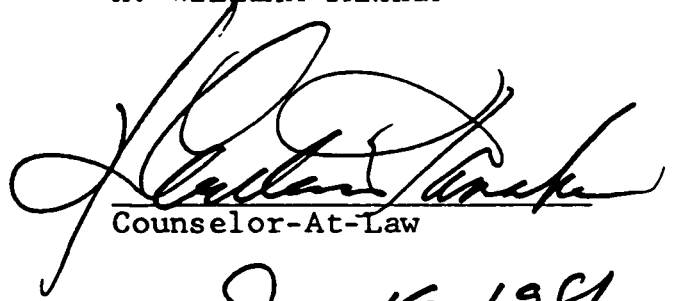
THE JAPAN AUTOMOBILE MANUFACTURERS
ASSOCIATION

H. WILLIAM TANAKA



By, Mr. T. Nakamura
Managing Director

Date: Jan. 9, 1980



Counselor-At-Law

Date: July 19, 1981