

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 (EIA-J)

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.

monitor and report on developments relating to semiconductors; assist and implement public relations programs

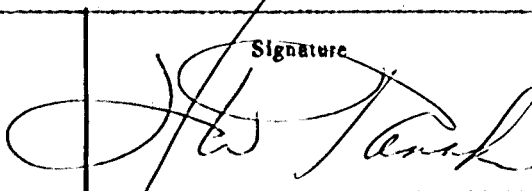
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CRIMINAL DIVISION  
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INTERNAL SECURITY  
SECTION  
REGISTRATION UNIT

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

SEE STATEMENT NUMBER 4

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1/</sup> 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
June 24, 1983	H. William Tanaka Attorney	

<sup>1/</sup> 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**

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B. JENKINS MIDDLETON  
WESLEY K. CAINE  
PATRICK F. O'LEARY  
ROBERT S. SCHWARTZ

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 "EIA-J") 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, EIA-J desires special public relations counseling services

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

Counsel will prepare and furnish such special public relations counseling services as follows:

Counsel will undertake monitoring of and reporting on developments in Washington with particular emphasis on developments in the U.S. Congress and in the relevant private sectors relating principally to semiconductors.

Counsel will also undertake to assist and/or work jointly with public relations counsel in the developments and implementation of discrete public relations programs.

Association agrees to pay Counsel an annual fee of \$50,000.00 (Fifty Thousand Dollars) to be remitted in three equal installments, with the first installment payable by or on July 1, 1983, the second installment payable by or on October 1, 1983, and the third and last installment payable by or on January 1, 1984.

In addition, the EIA-J agrees that it will reimburse Counsel for all out-of-pocket expenses incurred by Counsel, including long distance telephone calls, telexes, cables, duplicating, travel expenses and other necessary expenses hereunder.

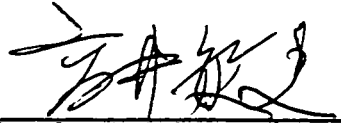
In addition to the above cited fee, EIA-J agrees to pay Counsel \$850.00 (Eight Hundred and Fifty Dollars) per each day spent outside of Washington, D.C., including travel time, for services to be rendered by Counsel at the request of EIA-J.

U.S. DEPARTMENT OF COMMERCE  
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This Agreement shall become effective April 1, 1983 through March 31, 1984. Thereafter, it shall be subject to renewal annually, unless terminated by notice in writing by either party thirty days before the termination of the Agreement.

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

ELECTRONIC INDUSTRIES ASSOCIATION OF JAPAN



By: Duly Authorized Officer

Date: June 16, 1983

H. WILLIAM TANAKA



Counselor at Law

Date: June 24, 1983