

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 Ritger & Middleton	Electronic Industries Assn. 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.

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

to render legal analysis services with regard to legislative and administrative proposals

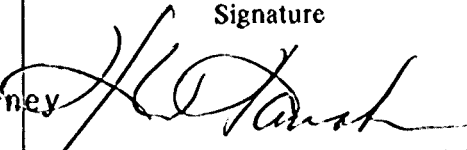
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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

SEE STATEMENT 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?<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
November 29, 1985	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 the government of a foreign country or a foreign political party.

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OF COUNSEL

INDUSTRIAL ECONOMIST  
JAMES C. DAVENPORT •  
LEGISLATIVE TRADE ANALYST  
ROBERT M. RUSSELL •  
• NOT A MEMBER OF ANY BAR

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 the furnishing of legal analysis services.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

To render legal analysis services with regard to legislative and administrative proposals or actions which may affect trade between the U.S. and Japan of any electronic products exported or imported by the members of EIA-J. These services to be rendered will be submitted in written form when deemed appropriate by Counsel, or at the request of EIA-J.

In addition to the foregoing, publicly available copies of the various bills introduced, hearing records, administrative orders, press releases, and other relevant documentary materials issued by the Government will be transmitted to your organization.

Association agrees to pay Counsel an annual retainer fee of \$50,000.00 (Fifty Thousand Dollars) to be remitted within a reasonable time after execution of this Agreement, but no later than September 1, 1985.

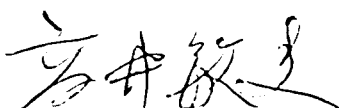
In addition to the above cited fee, EIA-J agrees to pay Counsel \$850.00 (Eight Hundred and Fifty Dollars) per each day spent outside of Washington, D.C., including travel time, for services to be rendered by Counsel, at the specific request of EIA-J.

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

This Agreement shall become effective April 1, 1985 through March 31, 1986. Thereafter, it shall be subject to renewal annually, unless terminated, in writing, by either party thirty days before the termination of the Agreement.

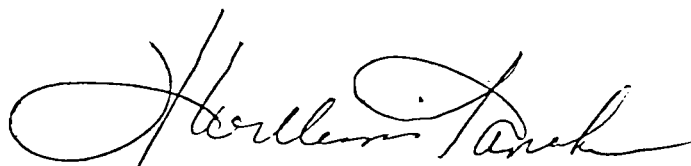
IN WITNESS WHEREOF, the parties have hereunto signed, sealed and delivered this Agreement on the date written below.

ELECTRONIC INDUSTRIES ASSOCIATION OF JAPAN

BY:   
Duly Authorized Officer

Date: August 9th, 1985

H. WILLIAM TANAKA

  
Counselor at Law

Date: Aug 29, 1985