

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.

prepare and furnish special public relations counseling services.


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?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.

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| Date of Exhibit B | Name and Title | Signature |
|-------------------|-------------------------------|---|
| March 8, 1987 | H. William Tanaka Attorney |  |

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 the government of a foreign country or a foreign political party.

LAW OFFICES

TANAKA RITGER & MIDDLETON

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

PANAFAX: 202-293-2119
202-429-0564
TELEX: 248450

INDUSTRIAL ECONOMIST
JAMES C. DAVENPORT
LEGISLATIVE TRADE ANALYST
JEREMY O. PREISS

NOT A MEMBER OF ANY BAR

DONALD L. E. RITGER
OF COUNSEL

H. WILLIAM TANAKA
B. JENKINS MIDDLETON
PATRICK F. O'LEARY
MICHELE N. TANAKA
PATRICK J. O'MARA

MEMBER OF MICHIGAN BAR ONLY

AGREEMENT BETWEEN ELECTRONIC INDUSTRIES ASSOCIATION OF JAPAN 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 (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,

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.

~~20,000.00~~ Association agrees to pay Counsel an annual retainer fee of \$30,000.00 (Thirty Thousand Dollars) to be remitted within a reasonable time after execution of this agreement.

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

In addition to the above cited fee, EIA-J agrees to pay Counsel \$1,500.00 (One Thousand Five Hundred Dollars) per each day of travel outside of Washington, D.C., including travel time, for services rendered by Counsel, at the specific request of EIA-J.

This agreement shall become effective April 1, 1987 through March 31, 1988. Thereafter, it shall be subject to renewal annually unless terminated, in writing, by either party thirty days prior to the termination of this agreement.

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SECTION UNIT

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

ELECTRONIC INDUSTRIES ASSOCIATION OF JAPAN

H. WILLIAM TANAKA

Atomi Fuji
BY: Duly Authorized Officer

H. William Tanaka
Counselor at Law

Date: Feb. 26, '87

Date: 3/9/87

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DONALD L. E. RITGER
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B. JENKINS MIDDLETON
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* MEMBER OF MICHIGAN BAR ONLY

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INDUSTRIAL ECONOMIST
JAMES C. DAVENPORT*

LEGISLATIVE TRADE ANALYST
JEREMY O. PREISS*

* NOT A MEMBER OF ANY BAR

February 27, 1987

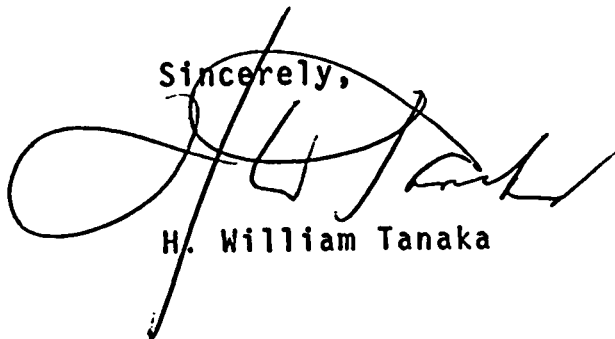
Mr. T. Takai
President
Electronic Industries Assn. of Japan
2-2 Marunouchi, 3-chome
Chiyoda-ku, Tokyo, Japan

Dear Mr. Takai,

This is to confirm our oral agreement reached on February 24, 1987, that I will be paid \$20,000.00 for special public relations services during April 1, 1987 through March 31, 1988.

With regards.

Sincerely,



H. William Tanaka

HWT/jab

cc: Mr. T. Harada

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INDUSTRIAL ECONOMIST
JAMES C. DAVENPORT
LEGISLATIVE TRADE ANALYST
JEREMY O. PREISS

NOT A MEMBER OF ANY BAR

AGREEMENT BETWEEN

THE JAPAN AUTOMOBILE MANUFACTURERS ASSOCIATION

AND

H. WILLIAM TANAKA

RELATING TO

WASHINGTON AUTOMOTIVE REPORT SUBSCRIPTION SERVICE

This Agreement is entered into by and between The Japan Automobile Manufacturers Association (hereinafter referred to as "JAMA") of Tokyo, Japan and H. William Tanaka, Counselor at Law (hereinafter referred to as "Counsel") with offices in Washington, D.C.

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

WHEREAS, Counsel 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 fax as deemed appropriate by Counsel or upon request by JAMA.

b. Counsel will monitor and report an 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. Counsel 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. Counsel, upon 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.

e. Counsel, upon request, will furnish general legal advice regarding, or in connection with the operation of JAMA.

IN CONSIDERATION of the foregoing services to be rendered by Counsel, JAMA agrees to pay Counsel within a reasonable time after execution of this Agreement, a retainer fee of \$94,000.00 (Ninety Four Thousand Dollars) covering services to be rendered in the one year period commencing December 19, 1986 through December 18, 1987. It is agreed that all ordinary and routine expenses necessary to the satisfactory performance of the foregoing services incurred by Counsel shall be payable out of the said retainer fee. This Agreement shall not cover fees and expenses incurred by Counsel for services rendered outside of Washington, D.C., at the specific request of JAMA.

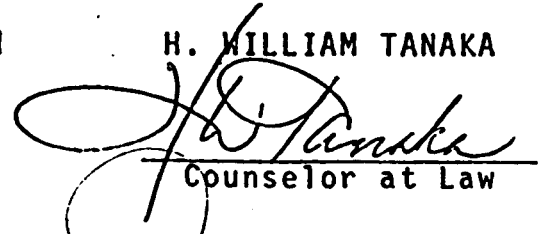
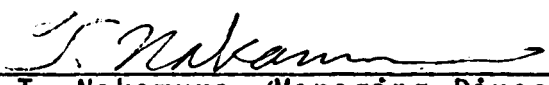
This Agreement shall be renewable under the foregoing terms, unless different terms are agreed to upon notice given by either party at least thirty days before the expiration of the Agreement and concurrence is received from the other party.

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
Executive

Counselor at Law

Date: _____

Date: August 21, 1987