

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

H. William Tanaka d/ba Tanaka  
Ritger & Middleton

Name of Foreign Principal

Electronic Industries Assn. of Japan

Check Appropriate Boxes:

1.  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.
2.  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.
3.  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 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?<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.

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REGISTRATION DIVISION  
APR 11 1988

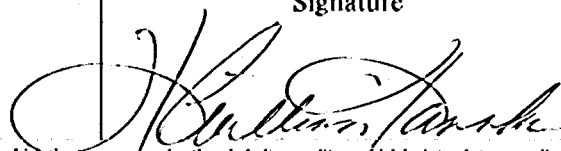
Date of Exhibit B

April 6, 1988

Name and Title

H. William Tanaka  
Attorney

Signature



<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 public 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 RITGER & MIDDLETON

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202-223-1670

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POLITICAL ANALYST  
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LEGISLATIVE TRADE ANALYST  
KATHLEEN H. HATFIELD \*

\* NOT A MEMBER OF ANY BAR

AGREEMENT BETWEEN

+ ALSO MEMBER OF MASSACHUSETTS BAR 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 public relations counseling services,

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

Counsel will undertake monitoring of and reporting on developments in Washington, and prepare and furnish two reports addressing the realities underlying the perception gap between the U.S. and Japan.

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

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, faxes, duplicating and other necessary expenses hereunder.

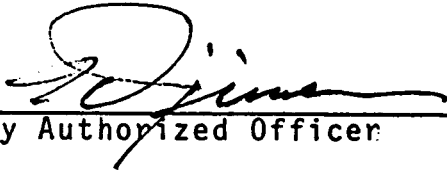
In addition to the above cited fee, EIA-J agrees to pay Counsel \$1,500.00 ( One Thousand Five Hundred Dollars) per each day of travel outside of Washington, D.C., including travel time, for services rendered by Counsel, at the specific request of EIA-J.

This agreement shall become effective April 1, 1988 through March 31, 1989. Thereafter, it shall be subject to renewal annually, unless terminated, in writing, by either party thirty (30) days prior to the termination of this agreement.

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U.S. DEPARTMENT OF COMMERCE

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

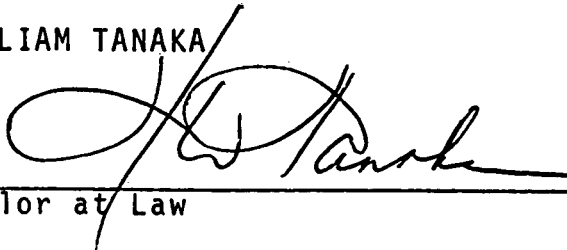
ELECTRONIC INDUSTRIES ASSOCIATION OF JAPAN



By: Duly Authorized Officer

Date: March 30, 1988

H. WILLIAM TANAKA



Counselor at Law

Date: 4/6/88