

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 triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
H. William Tanaka d/b/a # 948 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 three 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 three 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 the 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.

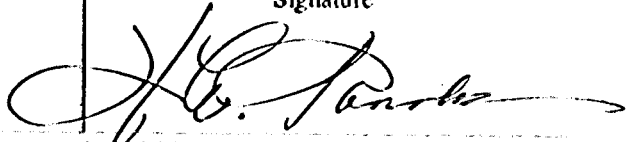
To render legal analysis services with regard to legislative and administrative proposals/actions affecting trade between Japan and U.S. of electronic products.

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?
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
July 31, 1991	H. William Tanaka Attorney	

*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 RITGER & MIDDLETON

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 "EIAJ") 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, EIAJ 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 EIAJ. These services to be rendered will be submitted in written form when deemed appropriate by Counsel or at the request of EIAJ.

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).

In addition to the above cited fee, EIAJ agrees to pay Counsel \$1,500.00 (One Thousand Five Hundred 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 EIAJ.

This agreement shall not include services to be performed specifically with respect to any particular legislative, administrative or executive action involving extensive representations, whether in the form of personal appearances, drafting, research and/or submissions 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 cover the period of April 1, 1991 through March 31, 1992. Thereafter it shall be subject to renewal annually, unless terminated, in writing, by either party, thirty (30) 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: _____

H. WILLIAM TANAKA



Counselor at Law

Date: 7/31/91