

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 .49 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.

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant <u>RUDER FINN, 301 E. 57TH ST, NY, NY 10022</u>	2. Registration No. <u>1481</u>
3. Name of foreign principal <u>MITSUI PLANNING CO, LTD.</u>	4. Principal address of foreign principal <u>918 FUJIMAKI, JOETSU-CITY NIIGATA 943, JAPAN</u>

5. Indicate whether your foreign principal is one of the following type:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Individual—State his nationality _____
 - Committee
 - Voluntary group
 - Other (specify) _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom registrant deals.
- c) Principal aim

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

PACHINKO GAMES (MACHINES)

b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by a foreign government, foreign political party, or other foreign principal Yes No
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

THE FOREIGN PRINCIPAL IS AN ORGANIZATION OWNED AND CONTROLLED BY MITSUBISHI

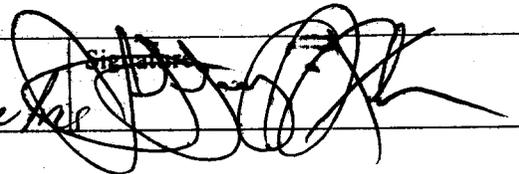
Date of Exhibit A

10/20/95

Name and Title

Jeffrey Kahn, Vice President

Signature



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.

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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
RUDER. FINN	MITSUBISHI PLANNING CO, LTD.

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.

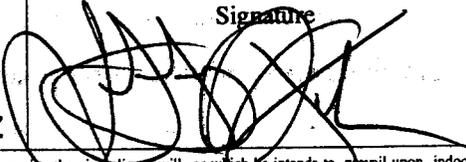
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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

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.

Date of Exhibit B	Name and Title	Signature
10/18/95	JEFFREY KAHN CHAIRMAN & CREATIVE DIRECTOR	

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

September 8, 1995

Mitsui Planning Co., Ltd.
918 Fujimaki, Joetsu-City
Niigata 943, Japan

Attention: Mr. Yoshiaki Mitsui, President

Re: Agreement

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Gentlemen:

This will confirm the terms and conditions upon which Mitsui Planning Co., Ltd. (the "Company") has retained our services:

1. Scope of Services. We agree to provide the Company with the following services in connection with its proposal to introduce the game known as "pachinko" to the United States in general and New York City in particular. We shall prepare a marketing plan which will describe the demographic characteristics of the people who are likely to play "pachinko", analyze and describe the marketing techniques which are likely to attract such people to "pachinko" establishments owned and operated by the Company in New York and make suggestions as to how to position the Company and the game "pachinko" to take advantage of the image to be created by the Company in the U.S. We shall also assist you in preparing a suitable English language brochure by preparing concepts, layout and text. Upon the written request of the Company, our services shall also include (1) an update or redesign of the current logo, developing a trademark and creating stationery, letterhead and business cards for a fee of U.S.\$10,000 to \$15,000, and (2) producing a video tape or editing a pre-existing tape for a fee to be agreed upon.

2. Fees and Disbursements. The Company agrees to pay a fee of \$40,000.00 for our services with respect to the marketing plan and the brochure. The Company hereby agrees to pay us said fee in two installments in the amount of U.S. \$20,000.00 per installment. The first installment shall be paid promptly following your execution of this agreement. The second installment shall be paid upon our completion of the marketing plan and the brochure in a manner satisfactory to the Company, but no later than ~~October 30, 1995~~. Payment will be made by the Company by wire transfer. Reasonable out-of-pocket expenses will be billed at the end of each month after the execution of this agreement until completion of

December 31, 1995



our services. We may bill you in advance for major out-of-pocket expenses. Such expenses shall include round-trip business class air fare to Tokyo for up to two (2) of our executives and reasonable hotel accommodations while in Japan. We shall obtain prior approval from you for out-of-pocket expenses in excess of \$2,000, however, we anticipate that the cost of obtaining research produced by third parties and the conduct of focus groups will be in the range of \$10,000 - \$15,000.

We shall include a breakdown of all out-of-pocket expenses such as long-distance telephone, telecopier, word processing and photocopier expenses incurred by us during the preceding month. All such expenses shall be paid by the Company. A finance charge of 1.5% per month will be assessed on outstanding balances over 30 days.

In the event the Company questions the validity of a charge, payment for only that portion under question may be delayed without a finance charge, provided that the Company expresses its objection in writing within 20 days.

3. Indemnification. The Company agrees to indemnify the Kahn Communications Group A Division of Ruder-Finn against any damages, cost and expenses, including reasonable attorney fees, incurred in defending against any action arising out of the release of materials previously cleared and approved by the Company in writing. The Company hereby expressly holds the Kahn Communications Group A Division of Ruder-Finn harmless from any such damage, costs and expenses.

4. Conflicts. Neither we nor our affiliates will represent or assist any other operator of "pachinko" devices in the United States without the express prior written consent of the Company.

5. Termination. Notwithstanding anything to the contrary contained herein, either party hereto may terminate this retainer agreement at any time by delivering 30 days prior written notice to the other at the addresses set forth below:

If to the Company:

Mr. Yoshiaki Mitsui
President
Mitsui Planning Co., Ltd.
918, Fujimaki, Joetsu-City
Niigata 943, Japan

If to us:

Mr. Jeffrey Kahn
President
Kahn Communications Group
A Division of Ruder-Finn
301 East 57th Street
New York, NY 10022

In the event of early termination, the Company shall pay us the reasonable value of the work performed to the date of termination plus expenses incurred.

If the foregoing accurately sets forth our agreement, please have your duly authorized representative place his signature in the space indicated below on two copies of this agreement, return one to us, and keep one for your files.

We look forward to working with you.

Yours very truly,

THE KAHN COMMUNICATIONS GROUP
A DIVISION OF RUDER-FINN

By: 
Name: Jeffrey Kahn
Title: President

AGREED:

MITSUI PLANNING CO., LTD.

By: 

Name: Yoshiaki Mitsui
Title: President