

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 # 3911 Robinson, Lake, Lerer & Montgomery	Name of Foreign Principal Minolta Camera Co., Ltd.
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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.
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 three 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 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.

REGISTRATION UNIT
SECTION
INTERNAL SECURITY
64: 01 21 JUL 91

CRIMINAL DIVISION
DEPT. OF JUSTICE
RECEIVED

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

1. Monitor the news media
2. Explain to the news media and government officials, through written and oral communications, the nature of the principal's interest.

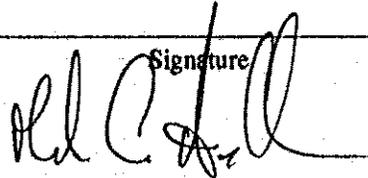
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

1. Monitor the news media.
2. Explain to the news media and government officials, through written and oral communications, the nature of the principal's interest.

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.

Various federal agencies could possibly take action on matters related to Minolta's interests. Consequently, our activities would explain Minolta's attitude toward any such activities and further explain the possible impact any such government decisions might have on the corporation.

Date of Exhibit B	Name and Title	Signature
7/9/91	Mark C. Helmke Executive Vice President and General Manager	

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.

Robinson, Lake, Lerer & Montgomery
Strategic Communications

Robinson, Lake, Lerer & Montgomery, Inc.
Strategic Communications
75 Rockefeller Plaza
New York, New York 10019
212-484-7700

January 24, 1991

Mr. Ned Moro
Director and General Manager
Corporate Communications Division
Minolta Camera Co., Ltd.
World Trade Center Building
2-4-1, Hamamatsu-Cho, Minato-Ku
Tokyo, 105, Japan

Dear Mr. Moro:

This letter, when signed by both Minolta Camera Co., Ltd. (the "Company") and Robinson, Lake, Lerer & Montgomery, Inc., will constitute the agreement between us with regard to our appointment by you as a consultant for your worldwide corporate communications work as specified in your letter of January 16, 1991 which is attached to this agreement.

1. For our services and outlays on your behalf, you agree to pay us compensation computed as follows:

- (a) The sum of \$15,000 per month for our professional consulting services. This fee shall be treated as a minimum retainer against hourly charges for rendering professional services to you. If you exceed the \$15,000 retainer, we shall charge for additional services on an hourly basis each month. Charges for services shall be made at our standard hourly rates:

Partner	\$300
Executive Vice President	\$225
Other Officers	\$175
Other	\$125

- (b) In addition, you shall reimburse us for reasonable, actual out-of-pocket expenditures upon receipt of itemization thereof. Major expenditures -- e.g., on video projects or publications -- will be subject to prior discussion with you.

2. The term of this contract is one year, commencing January 9, 1991 and continuing thereafter, unless terminated by either party, on sixty days written notification.

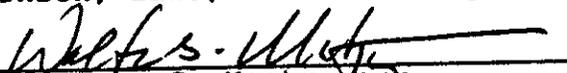
Mr. Ned Moro
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3. We agree that any and all contracts, correspondence, books, accounts and other sources of information relating to your accounts shall be available for inspection at our office by your authorized representative during ordinary business hours upon reasonable notice to us.
4. Upon termination of this agreement, if requested, we shall transfer and make available to you or your representatives all property and materials in our possession or control which belong to you.
5. We agree that, in the process of providing professional services to you, you may provide sensitive confidential information, the disclosure of which would be to your detriment. We represent that we will not use any of such information for any purpose except for your benefit under the professional services to be performed by us under this agreement.
6. You agree to indemnify us and hold us harmless from and against any claim or action brought against us which is based upon materials supplied by you to us on your behalf.
7. This agreement shall be construed in accordance with the laws of the State of New York.

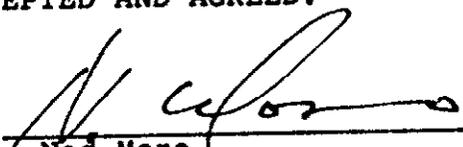
If the above meets with your approval, we would appreciate your so indicating by signing the enclosed copy of this letter where indicated and returning it to us.

Very truly yours,

Robinson, Lake, Lerer & Montgomery, Inc.

By 
Walter G. Montgomery
Vice Chairman

ACCEPTED AND AGREED:

By 
Ned Moro
Director and General Manager
Corporate Communications Division