

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 Michael Solomon Associates 400 Madison Avenue, Suite 1501 New York, NY 10017		2. Registration No. 3923
3. Name of foreign principal Tohoku Electric Power Co., Inc.	4. Principal address of foreign principal 7-1 Ichibancho, 3-chome Sendai, Miyagi 980 JAPAN	

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
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual—State his nationality _____

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 the 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
Electric production/sales; promotion of regional investment
power

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.

public corporation

Date of Exhibit A

Name and Title

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

Name of Registrant

Michael Solomon Associates

Name of Foreign Principal

Tohoku Electric Power Co., Inc.

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.

Public relations consultation: see item 5 below

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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.

1. General public relations consultation
2. Writing and dissemination of press releases
3. Writing, design, production and dissemination of brochure

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

Michael Solomon, President

Signature



¹ 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.

AGREEMENT

On this the first day of July, 1989, Michael Solomon Associates (hereafter MSA), located at 400 Madison Avenue, Suite 1501, New York, New York and Tohoku Electric Power Company, New York Office (hereafter TEP), located at 65 E. 55th Street, Suite 2304, agree as follows:

Scope of Work

MSA will assist TEP with its overall public relations activities in the United States. In addition, MSA will provide consulting services to help TEP achieve its goal of promoting investment in the Tohoku region by American companies. These services will include planning and supervising the production of an English-language brochure on investing in the Tohoku. MSA will also provide TEP with advice on distribution of the brochure as well as general market strategy for promoting investment in the Tohoku region. In carrying out these consulting services, meetings of MSA and TEP staff will be held, and written reports will be submitted to TEP, on a regular basis.

The period of this agreement is from July 1, 1989 to March 31, 1990.

Compensation

As compensation for the above-mentioned activities, TEP will pay MSA the amount of twenty-three thousand dollars (\$23,000.), one quarter upon the signing of this agreement, one quarter on September 30, 1989, one quarter on December 31, 1989, and the remaining quarter on March 31, 1990.

Out-of-pocket expenses incurred in connection with the above activities will be billed to TEP on a mutually-agreed-upon basis.

Other projects not related to the brochure and consulting service described above will be estimated and billed on a separate basis.

Other Conditions

Each of the parties shall not make reports or other materials produced specifically under this agreement available to

any third party without the prior written consent of the other party. Each of the parties will hold in confidence and will not release to any third party any and all proprietary or confidential information provided by the other party in accordance with this agreement without the prior written consent of the other party.

Each of the parties shall hold harmless and indemnify the other party against claims by third persons for loss of or damage to property to the extent that such a claim, loss or damage arises out of the performance of this agreement.

All correspondence and other communications shall be addressed to:

At TEP: Takehiko Sugawara
General Manager
Tohoku Electric Power Co., Inc.
65 East 55th Street, Suite 2304
New York, NY 10022

At MSA: Michael Solomon
President
Michael Solomon Associates
400 Madison Avenue, Suite 1501
New York, NY 10017

Accepted and agreed upon:



For Tohoku Electric Power Co.

Date signed: July 1, 1989



For Michael Solomon Associates

Date signed: July 1, 1989