

UNITED STATES DEPARTMENT OF JUSTICE  
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT  
Under the Foreign Agents Registration Act  
of 1938, as amended

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	Name of Foreign Principal
H. William Tanaka d/b/a Tanaka Walders & Ritger	NGK Insulators, 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 two 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 two 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 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.

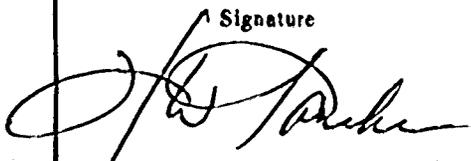
- Describe fully the nature and method of performance of the above indicated agreement or understanding.  
**to provide general executive and managerial advice**

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

SEE STATEMENT NUMBER 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.

Date of Exhibit B	Name and Title	Signature
September 27, 1983	H. William Tanaka Attorney	

<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 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 WALDERS & RITGER**

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H. WILLIAM TANAKA  
LAWRENCE R. WALDERS  
DONALD L. E. RITGER  
E. JENKINS MIDDLETON  
PATRICK F. C. LEARY  
ROBERT S. SCHWARTZ

LEGAL RETAINER AGREEMENT

BETWEEN  
NGK INSULATORS, LTD.  
AND

H. WILLIAM TANAKA

This is an Agreement entered into between NGK Insulators, Ltd., of Nagoya, Japan (hereinafter referred to as "NGK") and H. William Tanaka of the law firm of Tanaka Walders & Ritger of Washington, D.C. (hereinafter referred to as "Counsel"), wherein Counsel agrees to perform the following services.

WHEREAS NGK desires to retain the services of Counsel in an advisory role to render general executive and managerial advice from time-to-time, and

WHEREAS, Counsel desires to provide the above cited general advisory services;

NOW, therefore, it is agreed by and between the parties as follows:

Counsel shall provide the said services and in consideration thereof, NGK agrees to pay Counsel as follows:

1. \$10,000.00 (Ten Thousand Dollars) per annum, payable semi-annually at the beginning of each six month period.
2. NGK shall reimburse Counsel for all out-of-pocket expenses incurred in connection with the proper rendition of aforementioned advisory services, including telexes, telephone calls, transportation and other such necessary expenses.

This Agreement will be renewable unless cancelled upon written notice given by either party to the other party 30 days prior to the termination date of this Agreement. This agreement covers the period of October 15, 1983 through October 14, 1984.

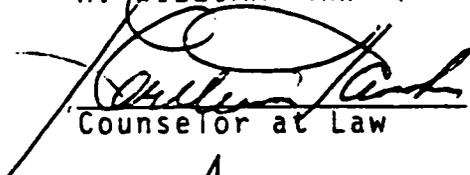
IN WITNESS WHEREOF, the parties have hereunto signed, sealed and delivered this Agreement on the date written below.

NGK INSULATORS, LTD.

  
BY: Jun-ichi Takemi, President

Date: September 12, 1983

H. WILLIAM TANAKA

  
Counselor at Law

Date: Sept 27, 1983