

1. Name of Registrant  Dickstein, Shapiro & Morin	2. Registration No.  3028
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To correct a deficiency in
- To give a 10-day notice of a change in information as required by Section 2(b) of the Act.
- Initial Statement
- Supplemental Statement for \_\_\_\_\_  Other purpose (specify) To file contract exhibit to Exhibit B
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

Agreement between registrant and Mudge Rose Guthrie Alexander & Ferdon, to be appended to registrant's Exhibit B, filed July 2, 1987.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

At the time registrant filed a new Exhibit B to its registration statement to indicate the acquisition of a new foreign principal, Toshiba Corporation, registrant's agreement with Mudge Rose Guthrie Alexander & Ferdon concerning this representation had not yet been concluded. Registrant committed to file such agreement by amendment and hereby does so.

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INTERNAL SECURITY  
SECTION  
REGISTRATION UNIT

The undersigned swear(s) or affirm(s) that he has (*they have*) read the information set forth in this amendment and that he is (*they are*) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (*their*) knowledge and belief.

*G. Joseph Minetti*

G. Joseph Minetti

*(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)*

Subscribed and sworn to before me at Washington, D.C.

this 22<sup>nd</sup> day of September, 19 87 Randa M. Wilcox  
(Notary or other officer)

My commission expires My Commission Expires January 31, 1991

DICKSTEIN, SHAPIRO & MORIN

2101 L STREET, N.W.  
WASHINGTON, D. C. 20037  
202 785-9700  
TELEX. 892608 DSM WSH

REBECCA L. WRIGHT  
DIRECT DIAL  
202 828-2219

598 MADISON AVENUE  
NEW YORK, N. Y. 10022  
212 832-1900

July 29, 1987

Mudge Rose Guthrie Alexander & Ferdon  
180 Maiden Lane  
New York, New York 10038

Re: Retainer Agreement for Legal Services

Dear Sirs:

This letter is to set forth the terms of our agreement with Mudge Rose Guthrie Alexander & Ferdon ("MRGA&F") regarding legal services to be rendered by Dickstein, Shapiro & Morin in the interests of Toshiba Corporation ("Toshiba"). We hereby undertake to represent the interests of Toshiba in connection with proposed U.S. legislative and administrative actions or sanctions related to Toshiba Machine Co. Ltd.'s involvement in the export of high technology milling machines to the Soviet Union.

Our activities on behalf of Toshiba will include advising Toshiba with respect to the development of Toshiba's position on the proposed actions or sanctions. Our representation may also include discussions of the issues and Toshiba's position with appropriate U.S. agencies, legislators and officials, as well as with the press and other persons or firms affected by the proposed actions or sanctions, including Government of Japan agencies and officials.

MRGA&F will be billed monthly for legal services rendered during the previous month, based on the hours actually worked and the usual hourly rates in effect for attorneys, paralegals and staff performing work pursuant to this agreement, unless otherwise agreed to by each of the undersigned.

In addition, this firm is to be reimbursed by MRGA&F for actual out-of-pocket expenses incurred for such matters as travel, printing and reproduction, long distance telephone calls, local transportation and the like. Outstanding disbursements will be identified and billed on the same date for legal fees.

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Mudge Rose Guthrie Alexander & Ferdon  
July 29, 1987  
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If the foregoing correctly sets forth the agreement between us, please so indicate in the space provided below and return one executed copy of this agreement to me.

Very truly yours,

DICKSTEIN, SHAPIRO & MORIN

By: Leonard Garment  
Leonard Garment

ACCEPTED AND AGREED:

MUDGE ROSE GUTHRIE ALEXANDER AND FERDON

By: Donald F. Zoeller

Dated: 8/10/87

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