

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
Akin, Gump, Strauss, Hauer & Feld	Fujitsu, Ltd.

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.

For the performance of legal services, the foreign principal will pay the law firm at the standard hourly billing rates of those persons working on its account and reimburse the firm for all routine out-of-pocket expenses.

RECEIVED
U.S. DEPARTMENT OF JUSTICE
FEB 11 4 24 PM '85
ADMINISTRATIVE SERVICES

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

We are advising Fujitsu on the proposed merger of some parts of its U.S. and European semiconductor businesses with the U.S. and foreign semiconductor operations of Fairchild Semiconductor Corp., a U.S. semiconductor producer. We will be meeting with U.S. Government officials to discuss the aspects of this transaction that may be of interest to them.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?
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.

Inform Members of Congress and Executive Branch officials about the proposed Fujitsu-Fairchild merger.

Date of Exhibit B	Name and Title	Signature
12/11/86	Akin, Gump, Strauss, Hauer & Feld By: Daniel L. Spiegel Power of Attorney	<i>Alan Gump, Strauss & Feld</i> <i>Daniel L. Spiegel</i> Power of Attorney
<small>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 the government of a foreign country or a foreign political party.</small>		
District of Columbia, to-wit:		
SUBSCRIBED AND SWORN TO before me this 11th day of December, 1986		
		NOTARY PUBLIC