

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 Stafford, Burke & Hecker, Inc. 1006 Cameron Street, Alexandria, VA 22314	2. Registration No. 3623
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3. Name of foreign principal Machine Tool Works Oerlikon-Buhrle, Ltd	4. Principal address of foreign principal Ch-8050 Zurich, Switzerland Birchstrasse 155
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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
 - Committee
 - Corporation
 - Voluntary group
 - Association
 - 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
Manufacture of air defense weapons and military hardware.

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.

Shareholders (public)

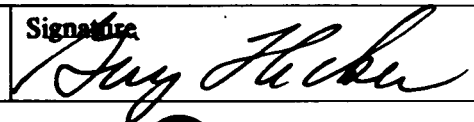
Date of Exhibit A

9 April 1985

Name and Title

GUY L. HECKER, JR.
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	Name of Foreign Principal
Stafford, Burke & Hecker, Inc	Machine Tool Works Oerlikon-Buhrle, 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.

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

Oerlikon-Buhrle, Ltd has solicited SBH assistance in 1) analyzing their capabilities to perform as a prime or subcontractor in providing armament for U.S. military aircraft, both new and in-service, 2) pointing out business opportunities for which they might qualify, 3) reporting on governmental and private activity in development of military armament, and 4) suggesting which people their personnel might wish to visit to outline their capabilities in various armament efforts.

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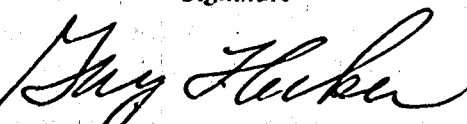
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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See paragraph 4.

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	Signature
9 April 1985	GUY L. HECKER, JR. President	

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.

Proposal

Stafford, Burke & Hecker, Incorporated (SBH) proposes to provide consulting advice and assistance to Machine Tool Works, Oerlikon-Buhrle, LTD (MTWO-B) under the terms and conditions shown below:

- The initial period of their arrangement will be for one year beginning April 1, 1985 and ending March 31, 1986. The arrangement can be extended beyond that period by mutual agreement. The arrangement can also be terminated at any time by either party for any reason based on a thirty-day notification to the other party.

- SBH will provide MTWO-B advice and assistance on projects as requested but with particular emphasis on armament opportunities on U.S. military aircraft, both new and in-service. SBH will provide detailed oral reports of its activities and the status of various projects to appropriate MTWO-B officials and will provide brief written summaries of same each month.

- Compensation to SBH for these services will be \$75,000 per year to be paid in twelve equal monthly installments of \$6250. Additionally, SBH will bill MTWO-B for actual and necessary expenses incurred in their behalf. These expenses will not exceed \$5000 per year without prior approval of MTWO-B. SBH will submit a monthly invoice showing both the basic fee and any expenses.

Proposed by:

Kelly H. Burke
KELLY H. BURKE
Chairman of the Board
Stafford, Burke & Hecker, Inc

Agreed to by:

R. Woodbury
for Machine Tool Works
Oerlikon-Buhrle

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Proposed by:

Agreed to by:

Kelly H. Burke

KELLY H. BURKE
Chairman of the Board
Stafford, Burke & Hecker, Inc

R. W. Woodbury
for Machine Tool Works
Oerlikon-Buhrle