

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	Hyman Fine & Associates Ltd. Suite 213 1725 Jefferson Davis Highway Arlington, Va. 22202	2. Registration No. 3273
3. Name of foreign principal	MTU of North America Inc. represents Motoren-und-Turbinen-Union Friedrichshafen GmbH, Federal Republic of Germany	4. Principal address of foreign principal U.S. office 1667 K St. N.W. Wash. D.C. 20006. Main U.S. office is One East Putnam Ave. Greenwich Ct. 06830

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 \_\_\_\_\_

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6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant. N.A.
- b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

- a) Principal address N.A.
- b) Name and title of official with whom the registrant deals.
- c) Principal aim

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  
Develop, manufacture and sale of diesel engines.

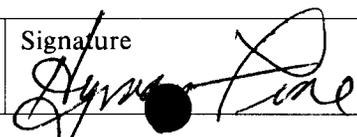
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b) Is this foreign principal

- 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.)  
MTU of North America Inc. is wholly owned by MTU Friedrichshafen. MTU Friedrichshafen is privately owned and controlled by MTU Munchen, Federal Republic of Germany which in turn is owned and controlled fifty percent each by Daimler-Benz AG and M.A.N. all in the Federal Republic of Germany. MTU Friedrichshafen, in turn, is the parent company and wholly owns and controls MTU of North America, Inc. 16.2 percent of MTU Friedrichshafen is owned privately by citizens of the Federal Republic of Germany.

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.  
N.A.

Date of Exhibit A March 15, 1986	Name and Title Hyman Fine, PRESIDENT	Signature 
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**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
Hyman Fine & Associates Ltd.	MTU of North America Inc. Parent is Motoren-und-Turbinen-Union Friedrichshafen GmbH (MTU) - Federal Republic of Germany

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.

Details are contained in the formal written contract which is attached to this exhibit. MTU of North America Inc. engaged me to do a specific task for them during the month of March, 1986, within the terms and conditions spelled out in the formal contract.

The contract, which was extended only for the month of March, 1986, expired at the end of March, 1986.

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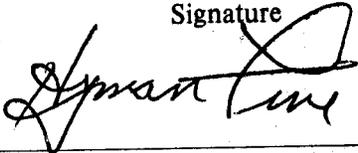
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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Details are contained in the formal written contract which is attached to this exhibit.

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 March 16, 1986	Name and Title Hyman Fine, President	Signature 
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<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.

## AGENCY AGREEMENT

This agreement is made between MTU of North America, Inc., which, as pertinent, maintains a place of business at 801 - 18th Street, N.W., Suite 601, Washington, D.C. 20006, hereinafter referred to as MTU or principal, and Hyman Fine, of Hyman Fine & Associates, Ltd., 1725 Jefferson Davis Highway, Arlington, VA, hereinafter referred to as agent.

MTU develops, markets and services motive power systems with diesel engines and is desirous of appointing agent as its consultant in securing government contracts providing for the installation of MTU power systems in various government military projects.

Agent hereby accepts such appointment and agrees to comply with all the terms and conditions set forth in this agreement, as further modified by Attachment A hereto.

### I.

The agency created hereby shall be for that term of time commencing on February 1, 1985 and ending on the 31st day of July, 1985, unless terminated earlier as herein provided.

### II.

Agent agrees to devote a reasonable amount of time and his best efforts to assist the principal in its efforts to obtain such contracts, and to conform with the requests and instructions of the principal now in force or which hereafter may be adopted and mailed to said agent's address. Moreover, the agent agrees to keep the principal, or his designated representative, regularly

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informed as to his activities on behalf of the principal regarding various government contract opportunities.

III.

Agent agrees to keep confidential such information as the principal may from time to time impart to the agent regarding the principal's products, business affairs and customers, and the agent will not, in whole or in part, now or at any time disclose such information.

IV.

Agent, during the term of this contract, shall receive compensation for his services in the amount of two thousand dollars (\$2,000) per month. Further, MTU will bear all reasonable and necessary traveling and entertainment expenses incurred by the agent associated with its conduct of MTU's business affairs. However, MTU will not bear any office, clerical, office and equipment maintenance, and other general business expenses that may be incurred by the agent in connection with this agreement, unless specifically agreed to in writing by MTU. (See Attachment A hereto.)

V.

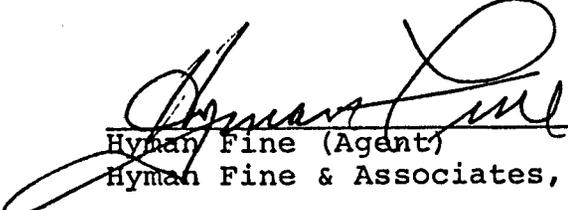
The principal reserves the right to cancel the agency by giving ten days' notice by mail to the agent if, in the opinion of the principal, the agent has engaged in practices prejudicial to the principal, or has failed in any other manner to comply with the terms of this contract.

VI.

The principal, with the consent of the agent, will have the option to renew this contract for six months, or such other mutually acceptable period of time, by giving 15 days' notice by mail of its desire to extend the contract, and the agent shall confirm in writing prior to the expiration of the agreement its desire to continue the contract. That offer by the principal and acceptance by the agent shall become an addendum to this contract.

In witness whereof, the parties have executed this agreement this 10th day of April, 1985.

  
\_\_\_\_\_  
MTU of North America, Inc. (Principal)  
by: Glenn H. Brown, Vice President -  
Government Marketing

  
\_\_\_\_\_  
Hyman Fine (Agent)  
Hyman Fine & Associates, Inc.

AGREEMENT BETWEEN MIU OF NORTH AMERICA INC. AND HYMAN FINE & ASSOCIATES LTD.

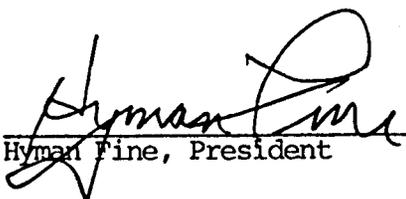
It is agreed between MIU of North America Inc (MIU) and Mr. Hyman Fine, representing Hyman Fine and Associates, Ltd. (HFA), that:

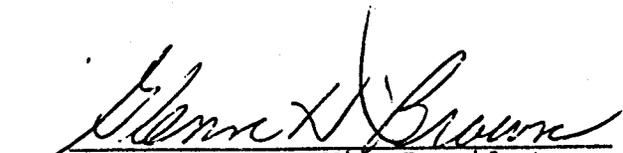
1. Mr. Fine will act as a consultant regarding the LVT(X), and such other programs as mutually agreed, and having a potential for business for MIU.
2. Mr. Fine will maintain liaison with key personnel in the Office Of the Secretary of Defense, the military departments and defense agencies, the Office of Management and Budget, and the Department of State, as well as the Congress, as required in support of programs of interest to MIU.
3. Mr. Fine will assist U.S. companies with which MIU is associated, as well as DOD Program Managers of programs of interest or potential interest to MIU, in developing strategy for justifying annual budget requests, preparation of presentations, and in preparation of responses to Congressional questions incident to these activities.
4. HFA will be paid a total of \$12,000.00 for the six month period from February 1, 1985 through July 31, 1985, in monthly increments of \$2,000.00 plus incidental expenses (parking, postage, long distance calls, etc.) incurred in direct performance of HFA's responsibilities under this agreement, and a pro-rata share of HFA general expenses not to exceed \$100.00 per month.
5. Invoices for compensation and expenses will be submitted monthly to MIU in the amount of \$2,000.00 for compensation plus expenses as described under paragraph 4 above.
6. Mr. Fine will avoid any possible or potential conflict of interest involving any system or equipment manufactured by other companies with which HFA has a contractual relationship.

This agreement may be extended for additional periods by mutual agreement.

For Hyman Fine and Associates, Ltd.

For MIU of North America Inc.

  
Hyman Fine, President

  
Glenn H. Brown, Vice President  
Government Marketing, MIU.