

5. The agreement between Registrant and Dr. Karl Dobler, evidenced by letter dated November 10, 1982, a copy of which is attached, expired by its terms on January 31, 1983. It is contemplated that a new written agreement will be entered into in the near future; however, currently Registrant has entered into a verbal understanding with Dr. Dobler that for the month of February, 1983, Registrant will continue to pursue the projects referred to in the November 10, 1982 letter and to work out the concept and documents for an industrial development campaign, also as set forth in said letter. Registrant will be paid a sum to be agreed upon by the parties. This verbal agreement was reached on February 23, 1983 and was reported to the Department on March 2, 1983. In addition, Registrant has now entered into an identical verbal agreement with Dr. Dobler for the month of March 1983, following which it is anticipated that a new written agreement will be entered into. This new verbal agreement was reached on March 17, 1983.

DR. KARL DOBLER

Mr. M. R. Oestereicher

CINCINNATI, Ohio 45202 USA

Dear Mr Oestereicher,

I would like to thank you for the meeting of 10th November 1982 and confer you the following mandate:

1. Task

- To pursue the two pending projects.
- Work out concept and documents for an industrial development campaign.

2. Remuneration

The remuneration amounts to US\$ 15'000 (fifteen thousand) for fees and expenses together, for the time period from 10th November 1982 to 31th January 1983. Expenses for exceptional trips are not included in the above amount. Such trips require our prior consentment.

The remuneration is to be billed in two equal amounts, the first US\$ 7'500 on 15th January, the second on 31st January 1983. The respective payments have to be made as soon as possible after receiving the bills.

3. Legal

The present agreement is construed under Swiss law. The stipulations of the mandate according to article 394 ff of the Swiss code of obligations are to be applied.

The parties to the agreement renounce expressly to the law court of their domicile and herewith determine Neuchâtel

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as the site for deciding all differences which might result from the present agreement.

I am looking forward to a fruitful collaboration,

Yours faithfully,



Dr. Karl Dobler

Neuchâtel, 10th November 1982

Agreed and accepted:



M. R. Oestereicher