

KARL DOBLER

Neuchâtel, December 23, 1983

Mr. Michael R. Oestreicher  
Attorney at law  
2100 Central Trust Center  
201 East Fifth Street

Cincinnati, Ohio 45202  
U. S. A.

Dear Mr. Oestreicher,

As enclosure I send you the new mandate letter. I kindly ask you to sign the copy and to return it to my address.

I shall continue the collaboration until June 30, 1984 on the basis of the new mandate. In case, we should be dissatisfied by your efforts and in case, you do not or not properly fulfil the task, I reserve the right to terminate the mandate with immediate effect.

In the second half of April 1984, I shall examine the situation with you. On that basis I can then decide on the possibility of continuing our collaboration.

I am looking forward to a close constructive contact and remain,

Yours faithfully,

  
Karl Dobler

Enclosure: ment.

KD/K1

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Mr. Michael R. Oestreicher  
Attorney at law  
2100 Central Trust Center  
201 East Fifth Street

Cincinnati, Ohio 45202  
U. S. A.

Dear Mr. Oestreicher,

I herewith confer you the following mandate:

1. Task

The goal of your efforts consists in assisting us in the establishment respectively realization of new attractive activities in Neuchâtel. The emphasis is laid on industrial projects. However, we are also interested in services activities.

The acquisition shall be made in the United States of America. To complete this acquisition basis, also contacts with foreign companies and with american companies outside the United States can enter into consideration.

2. Remuneration

Your remuneration per month amounts totally to a lump sum of US\$ 25'000.- (twenty five thousand), in case of termination during the month the respective proportion thereof. This amount covers all fees, all expenses, all possible taxes and any possible insurance coverage for yourself and for third persons to whom you might resort to, particularly Messrs M. Mayer (Price Waterhouse) and M.R. Gilburne (attorney). Beside this amount you have no rights respectively claims whatsoever against me or the Canton. Provisions are made for paragraph 3 herein below.

At the end of each month you shall submit me a concise written report on your activity and an appropriate statement on the use of the allocated financial means. This serves us as a basis for the payment.

3. Travels outside the USA

All travelling expenses, however not the fees concerning the time involved, for travels outside the USA will be reimbursed separately in addition to the payment of paragraph 2. For all travels outside the USA, my explicit prior consent is required.

4. Contracting obligations

The present mandate does not entitle you to contract respectively incur obligations whatsoever on my behalf or that of the Canton of Neuchâtel. You commit yourself not to do any acts from which third persons could derive rights respectively claims whatsoever against me or the Canton of Neuchâtel.

5. Non exclusivity

The present mandate is not exclusive.

6. Entering into effect

The present mandate shall enter into effect on January 1st, 1984. It replaces all prior agreements and mandates, particularly those of March 30 and September 7, 1983.

7. Law to be applied, mandate, and site for deciding differences

The present mandate is subject to the Swiss law. The rules for the mandate according to article 394 and following of the Swiss code of obligations are to be applied.

Both parties herewith explicitly renounce to the law court of their domicile and herewith determine Neuchâtel as site for deciding all differences or disputes which possibly might arise from this mandate.

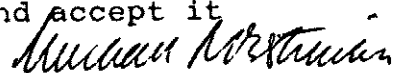
I am looking forward to continuing our constructive collaboration and remain,

Yours sincerely,

  
Karl Dobler

Cincinnati, *5 Jan 84* .....

I agree to the above mandate  
and accept it

  
Michael R. Oestreicher