

Neuchatel, November 19, 1984

Mr Michael R. Oestreicher
Attorney at law
Columbia Plaza, 15th Floor
250 East Fifth Street

Cincinnati, Ohio 45202

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 December 31, 1985, 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 September 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,

E. Fuchs

Karl Dobler

(E. Fuchs, sec., signed in
Mr Dobler's absence)

Enclosure: ment.

KD/ef

Neuchatel, September 19, 1984

Mr Michael R. Oestreicher
Attorney at law
Columbia Plaza, 15th Floor
250 East Fifth Street

Cincinnati, Ohio 45202

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 Neuchatel. 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 lumpsum of US\$ 20'000.- (twenty 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. 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 your travels outside the USA will be reimbursed separately in addition to the payment of paragraph 2. For all your 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 1, 1985. It replaces all prior agreements and mandates, particularly that of May 17, 1984.

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

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

Yours sincerely,

K. Dobler
Karl Dobler

Cincinnati, 3 December 1984.

I agree to the above mandate and accept it

Michael R. Oestreich
Michael R. Oestreich