

C & M INTERNATIONAL LTD.

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W. U. I. (INTERNATIONAL) 64344

W. U. (DOMESTIC) 89-2448

CONSULTING AGREEMENT

CONSULTING AGREEMENT ("Agreement"), dated as of May 9, 1994, between Crowell and Moring International L.P. ("Consultant"), doing business as "C&M International Ltd.", and P.T. Perkebunan - III ("Client"), doing business as PTP-III, having offices at Sei Sikambing, P.O. Box 91, Medan 20122, Sumatra, Indonesia.

1. Retention. Client hereby engages Consultant to provide consulting and advisory services as set forth in this Agreement.
 2. Services. Consultant shall provide the Client with the following services
 - o Assisting Client to rebut petition #93-13, filed by the North American Rubber Thread Company on June 1, 1993 which requested the removal of extruded rubber thread from the GSP program or, alternatively, from the GSP list of eligible items from Indonesia.
 - o Preparation and filing of submission on behalf of Client to the GSP Subcommittee.
 - o Follow up representation of Client's interest in this matter with relevant officials.
- Fees and Expenses.

- a. Client shall pay Consultant a fee of twenty thousand dollars (US \$20,000) for this

service in two equal installments of ten thousand dollars (US \$10,000). The first payment is due upon acceptance of this agreement, with the final payment to be made three (3) months from the date of acceptance of this Agreement, or on completion of the service, whichever is sooner.

b. Client shall in addition reimburse Consultant for expenses incurred on behalf of Client (including, but not limited to, domestic travel, telephone, fax, postage, and copying) upon receipt of Consultant's invoices for such expenses. Any overseas travel and related expenses specifically approved in advance by Client shall also be fully reimbursable.

4. Term. The term of this agreement shall be six (6) months beginning on the date thereof. Either party may terminate this Agreement upon sixty (60) days prior written notice to the other, provided the Client shall pay the fees and expenses of Consultant through the date of termination.

5. Relationship.

a. Each party is authorized to disclose this Agreement as such party may deem necessary or appropriate to comply with applicable laws, rules or governmental orders.

b. Consultant hereby agrees for itself, and on behalf of its officers, directors, employees, and agents, that it will use its best efforts to maintain the confidentiality of all non-public information regarding Client in connection with the performance of services to be provided by the firm hereunder provided; however, that Consultant may disclose information as required by law or by judicial, administrative or Congressional process so long as Consultant shall provide Client reasonable advance notice of disclosure pursuant to this process.

6. Legal Advice. Consultant is not engaged in the practice of law, and will not provide legal advice or services to Client. Client may retain, or direct Consultant to retain, any lawyers that Client chooses.

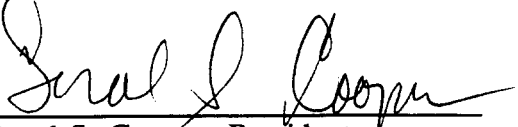
7. Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with, and governed by, the laws of the District of Columbia and the United States of America, without giving effect to conflict of laws principles.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement with legal and binding effect as of the date first above written.

CROWELL & MORING INTERNATIONAL L.P.

CROWELL & MORING INTERNATIONAL INC
its General Partner

By:


Doral S. Cooper, President

P. T. PERKEBUNAN - III

By:


Joharuddin Husin, President/Director