

CERTIFICATE OF INCORPORATION

OF

MARSTON, WEBB & ASSOCIATES, INC.

Under Section 402 of the Business Corporation Law

IT IS HEREBY CERTIFIED THAT:

(1) The name of the Corporation is:

MARSTON, WEBB & ASSOCIATES, INC.

(2) The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized pursuant to the Business Corporation Law of the State of New York. The Corporation is not to engage in any act or activity requiring any consents or approvals by law.

For the accomplishment of the aforesaid purposes, and in furtherance thereof, the Corporation shall have, and may exercise, all of the powers conferred by the Business Corporation Law upon corporations formed thereunder, subject to any limitations contained in Article 2 of said law or in accordance with the provisions of any other statute of the State of New York.

(3) The number of shares which the Corporation shall have the authority to issue is 200 Shares at no par value.

(4) The principal office of the corporation is to be located in the City of New York County of New York State of New York.

(5) The Secretary of State is designated as agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is:

c/o Victor Webb
1 Patchin Place
New York, NY 10011

The undersigned incorporator is of the age of eighteen years or older.

IN WITNESS WHEREOF, this certificate has been subscribed this 18th day of November, 1982 by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Dolores Dorsey
Dolores Dorsey, Incorporator

170 Washington Avenue, Albany, NY 12210
Address

THIS AGREEMENT made the *21st* day of *September* 1989

BETWEEN

AUSTRALIAN TRADE COMMISSION duly established pursuant to the Australian Trade Commission Act 1985 under the laws of Australia and carrying on its functions inter alia from 636 Fifth Avenue New York, in the State of New York in the United States of America (hereafter referred to as "AUSTRADE") of the one part

AND

MARSTON WEBB & ASSOCIATES INC carrying on business under the registered business name of MARSTON WEBB INTERNATIONAL of 60 Madison Avenue New York in the state of New York in the United States of America (hereinafter referred to as "the PR firm") of the other part.

WHEREAS

- A. The parties hereto have executed an Agreement bearing date the 12th day of January 1989 (hereafter referred to as "the original agreement").
- B. The parties hereto wish to extend the term of the original agreement and vary it upon the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows: -

1. The parties hereto hereby vary the original agreement by substituting for clause one in the original agreement the following provision whereby AUSTRADE hereby appoints the PR firm who hereby accepts the appointment for the term commencing on the first day of July 1989 and terminating on the 30 day of June 1990 to provide the services hereunder described for the consideration of US \$120,000 payable in the manner hereinafter set forth.
2. The parties hereto hereby vary the original agreement by substituting for clause two in the original Agreement the following provision whereby the PR firm during the term hereof shall perform the Public Relations, Advertising, and Marketing services set forth in the Work Programme appearing hereunder: -
 - i) General Awareness Direct Mail Shots. The general mailing will be targetted to a cross section of the sectors of information industries, biotechnology,

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scientific & medical equipment, advanced manufacturing, and processing technologies extracted from the Corptech data base and from mailing lists developed by the Investment Commissioner. The methodology and format will be similar to the 1988/89 campaign. The all inclusive budget is US\$25,000.

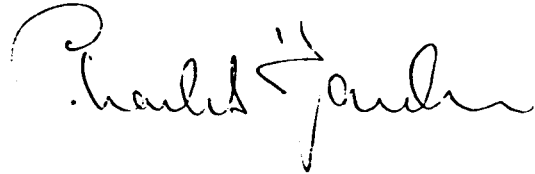
- ii) Press Kit. The design and art work have been completed and current stocks are in hand. Stocks will be maintained and a regular flow of biographies and photographs of notable quotables will be required, feature and current news releases, maps and general industry fact sheets, AUSTRADE/DITAC background material, and press releases. All inclusive budget is US\$2,000.
- iii) Press/Media Relations. The campaign which was begun in the 1988/89 campaign will continue with the PR firm arranging media interviews for the Investment Commissioner, providing opportunities to meet journalists, preparing background material, regularly circulating the media of the Investment Australia activities and arranging for press meetings for visiting VIP's from Australia. All inclusive budget US\$5,000.
- iv) Investment Newsletter. Production of a quarterly eight page newsletter with a mailing list of 16,000 to be continued in the same format as that developed in the 1988/89 campaign. It will be part sponsored by the major Australian trading banks in New York, being the ANZ, Commonwealth, National and Westpac following the procedures established in the 1988/89 campaign. Budget including printing, postage and fulfillment is US\$75,000 all inclusive.
- v) Industries Specific Advertising Programme. Display advertising will appear in at least six magazines, one page, black and white, including Medical and Diagnostic, Data Communications, Biotechnology Magazine, Electronic Business, Food Processing, and Washington Technology. Budget to include artwork, assembly of material, preparing display advertisements, and advertising rates US\$63,000 all inclusive.
- vi) Investment Seminars. The PR firm will assist with preparation of seminar material, seminar programmes, media contacts and recruitment of attendee campaigns in continuance of the procedures established in the 1988/89 programme.

AUSTRADE and the PR firm have jointly settled the abovementioned Work Programme, and the PR firm agrees that the aforementioned services and activities will be achieved within the abovementioned budgetary limits, and further the PR firm shall not commit AUSTRADE for the payment of any of the abovementioned costs without first obtaining the written approval of the Investment Commissioner for North America.

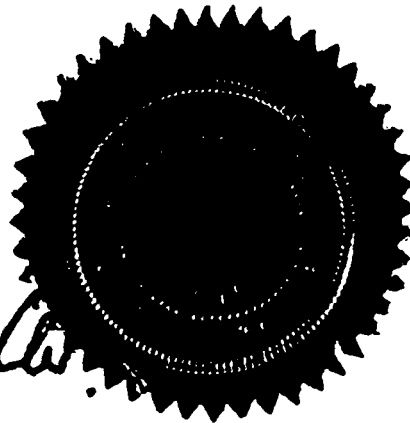
3. The parties hereto hereby vary the original agreement by substituting for clause three in the original agreement the following provision whereby it is agreed that the remuneration of US\$120,000 shall be payable to the PR firm by AUSTRADE on the last days of each month during the term hereof by twelve equal monthly payments of US\$10,000 each upon submission of invoices by the PR firm, the said payments of US\$10,000 each being inclusive of all professional fees of the PR firm together with all disbursements and expenses incurred by the PR firm in the discharge of its obligations hereunder, including travel expenses, telephone communications, postage, facsimile transmissions, photocopying and courier services.
4. The parties hereto confirm the terms and conditions of the original agreement in all other respects and, save and except as herein varied, incorporate herein by reference the terms and conditions of the original agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year hereinbefore written.

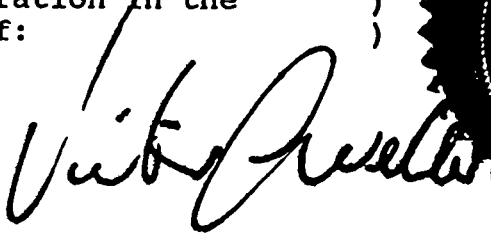
SIGNED for and on behalf)
of the AUSTRALIAN TRADE)
COMMISSION by)
in the presence of)



THE COMMON SEAL OF)
MARSTON WEBB & ASSOCIATES INC)
was hereunto affixed in the)
accordance with its Articles)
of Incorporation in the)
presence of:)



Director:



Secretary:

