

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC, 20530, and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC, 20503.

Name of Registrant
Smith McCabe, Ltd.
230 Park Avenue, Suite 2415
New York, NY 10169

Name of Foreign Principal
The Government of Alberta Canada

Check Appropriate Boxes:

1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Contact via mail and telephone companies in the designated business sectors, qualify these contacts to determine interest, send materials and arrange meetings with officials from Alberta.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.


Contact companies in designated industry sectors and, for those interested, send information and arrange meetings to present advantages of Alberta as a location for doing business.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B
3 September 1992

Name and Title
Alan W. Smith
Principal

Signature


¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes, will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT No. C 061-93 DATED THIS 10th DAY OF June, 19 92

Between: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA AS
REPRESENTED BY THE MINISTER OF ECONOMIC DEVELOPMENT AND TRADE
("THE MINISTER")

At: Alberta Economic Development and Trade
Finance and Administration
8th Floor, Sterling Place, 9940 - 106 Street
Edmonton, Alberta T5K 2P6

And: Smith McCabe Ltd.
("THE CONTRACTOR")

At: #2415, 230 Park Avenue
New York, New York
10169

The Minister and the Contractor agree as follows:

i. The Contractor will provide the Minister with the following Development and implementation of the Industry Development Lead Generation Project.

ii. The Contractor will commence work on the project on June 1, 1992
and will complete the project by November 30, 1992

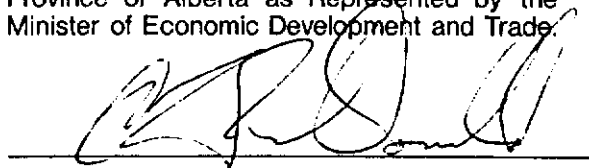
iii. The maximum amount payable by the Minister to the Contractor for services provided under this Agreement will be \$58,000.00 (U.S. Funds), payable in accordance with the following terms:
as outlined in the Payment Schedule.

iv. The Agreement shall incorporate the terms and conditions set out on the reverse side of this form and, where applicable, any attachments referred to in this Agreement (List attachments):

1) Terms of Reference; 2) Payment Schedule.

v. All notices and invoices shall be given in writing, quoting the Agreement number, and addressed to the Minister and the Contractor respectively at the above noted addresses.

Her Majesty the Queen in Right of the Province of Alberta as Represented by the Minister of Economic Development and Trade.



The Contractor

Alvin Smith
Name and Title

Donna Gensert
Witness

Name and Title

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ECONOMIC DEVELOPMENT AND TRADE
MINISTRY SECTION

TERMS OF REFERENCE

INDUSTRY DEVELOPMENT BRANCH LEAD GENERATION PROJECT

Purpose:

To develop and undertake a program of identification, qualification and direct contact with companies in the food processing, plastics fabrication and forestry equipment sectors in an effort to attract industry to Alberta. The identification and qualification will be followed up by visits or other contacts by Industry Development staff.

Objectives:

Expansion of the manufacturing activity in Alberta continues to be a major goal of the Branch. The immediate objective is to undertake a comprehensive lead generation project aimed at identifying opportunities (direct investments, joint ventures, etc.) within the food processing, plastics fabrication and forestry equipment sectors. Companies will be selected within the geographic region of North America (including those with parent companies in other countries). To enhance the chances of success and cost efficiency, the effort needs to be targeted, well packaged and be in line with the needs of the investors. The following steps will be undertaken by the consultant firm:

1. Review the objectives of the lead generation project and recommend a strategy to achieve those objectives.
2. Meet with Industry Development staff and become familiar with the sector strategies and objectives.
3. Once the program has been approved, develop the lists of companies to be contacted and apply agreed upon screening criteria, other appropriate qualification techniques, etc. to develop a list of pre-qualified companies.
4. Identify the project elements and identify specific tasks to be completed. Prepare required materials (ie. letters, etc.).
5. Develop the necessary information materials and implement the program in conjunction with Industry Development Branch staff.
6. Develop a monitoring and follow-up system to assess progress and to measure results.
7. Provide updates on progress as requested and interim lists of leads as available.
8. Provide a final report on the project. The report is to include recommendations for future approaches for effective lead generation activities.

Lead Generation

PAYMENT SCHEDULE

The Minister agrees to pay a maximum of \$58,000 (U.S.) for services provided in accordance with the following terms:

1. Fees to a maximum of \$36,000 may be invoiced by the consultant in the following manner:

Interim Invoice	\$10,000 (U.S.)	July 31/92 - Upon receipt and acceptance of Interim Report.
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Interim Invoice	\$10,000 (U.S.)	Sept. 30/92 - Upon receipt and acceptance of Interim Report.
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Final Invoice	\$16,000 (U.S.)	Upon completion of the project and receipt and acceptance of final report.
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2. Expenses will be reimbursed at cost to a maximum of \$13,000 (U.S.) and must be supported by receipts.
3. Copies of client expenses must accompany the interim and final invoices.
4. A contingency budget of \$9,000 (U.S.) is provided and will be used only to pay the expenses of companies travelling to Alberta. All visits and expenses are subject to prior approval by Alberta Economic Development and Trade.

This item is subject to withdrawal/cancellation by the Department at any time.

5. Please note that the Alberta Government is not subject to the Goods & Services Tax as identified by Clause 17 of the contract document terms and conditions.