

Neuchâtel, January 6, 1994

Mr Douglas K. Ebert
8347 Larch Court
Florence, Kentucky 41042
USA

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DEPT. OF JUSTICE

Dear Mr Ebert:

I herewith confer you the following mandate :

1. **Task**

The goal of your efforts consists in assisting us and our U.S. Representative 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.

Your implementation and fulfillment of this task shall be accomplished through assisting our U.S. Representative, Mr Michael R. Oestreicher. On my behalf, and ultimately at my direction, Mr. Oestreicher is to supervise and direct your efforts and activities on a day-to-day basis; and all of your efforts and activities are to be consistent with such supervision and direction and with the general strategy for the American campaign which shall be determined by Mr Oestreicher and myself.

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2. Remuneration

Your remuneration per month amounts totally to a lumpsum of US\$ 5'208.33 (five thousand, two hundred and eight dollars and thirty-three cents), in case of termination during the month the respective portion thereof. Except as specified in the next sentence, the monthly payment to you covers all fees, all expenses, all possible taxes and any possible insurance coverage for yourself and for third persons to whom you might resort. You will be reimbursed separately, against a complete accounting and invoice therefore (which shall have been approved by Mr Oestreicher) for all travel (being air fare, rental car, lodging and meals) and telephone/fax expenses incurred in the performance of your task, provided such expenses have been incurred with the approval of Mr Oestreicher or myself.

Besides the lumpsum amount and the reimbursement for expenses referred to above, you have no right respectively claims whatsoever against me, Mr Oestreicher or the Canton.

At the end of each month you shall submit to me and to Mr Oestreicher a concise written report on your activity and an invoice for the amounts due as set forth herein. This serves us as a basis for the payment.

3. Contracting obligations

The present mandate does not entitle you to contract respectively incur obligations whatsoever on my behalf, on behalf of Mr Oestreicher, or on behalf of the Canton of Neuchâtel. You commit yourself not to do any act from which third persons could derive rights respectively claims whatsoever against me, Mr Oestreicher or the Canton of Neuchâtel. You represent and warrant that no individual or organization is entitled to any compensation in connection with your engagement pursuant to this mandate.

4. **Confidentiality/Use of Information**

You agree that all confidential information (being particularly lists, data and other information concerning prospects or companies in negotiation or currently established in Neuchâtel, as well as confidential information concerning the Canton's program generally) which you learn or obtain during your activities under the mandate shall be kept confidential by you. You agree neither to use same other than to perform the mandate nor to disclose same to persons other than myself or Mr Oestreicher. All written materials/computer data to be returned on completion of the mandate.

5. **Non-exclusivity**

The present mandate is not exclusive.

6. **Entering into Effect**

The present mandate shall enter into effect on January 1, 1994. It replaces all prior agreements and mandates, particularly that of January 15, 1993.

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 NEUCHATEL as site for deciding all differences or disputes which might possibly arise from this mandate.

I am looking forward to a constructive collaboration and remain,

Yours sincerely,



Karl Dobler

I agree to the above mandate and accept it.

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Douglas K. Ebert

Florence,

cc: Michael R. Oestreicher