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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant RUSSELL J. PENDRED 5 SALT CREEK ROAD, SUITE 204, DARTMOUTH, MA 02748	2. Registration No. 4996
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3. Name of foreign principal DR. KARL DOBLER, INDUSTRY REPRESENTATIVE NEUCHÂTEL GOVERNMENT	4. Principal address of foreign principal COLLEGIALE 3 2001 NEUCHÂTEL, SWITZERLAND
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5. Indicate whether your foreign principal is one of the following type:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) CONSULTANT
- Individual—State his nationality SWISS

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant. ECONOMICS DEPARTMENT OF THE CANTON OF NEUCHÂTEL
- b) Name and title of official with whom registrant deals.
FRANCIS SERMET
DELEGATE FN ECONOMIC AFFAIRS, NEUCHÂTEL GOVERNMENT

7. If the foreign principal is a foreign political party, state:

- a) Principal address NONE
- b) Name and title of official with whom registrant deals.
- c) Principal aim

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Dr. Dobler is a consultant to the Department of Economics for the Canton of Neuchâtel in Switzerland. Dr. Dobler helps to promote doing business (manufacturing, distribution, etc) within the Canton of Neuchâtel.

b) Is this foreign principal

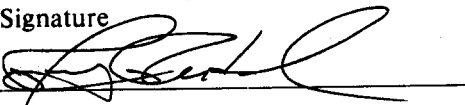
- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal Yes No
- (1) Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- (2) Financed by a foreign government, foreign political party, or other foreign principal Yes No
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

- (1) Dr. Dobler is controlled by the Neuchâtel Government to the extent that he can not misrepresent the economic incentive program made available to foreign business wishing to establish a business within the Neuchâtel Canton of Switzerland. Any and all materials reflecting the Neuchâtel economic incentive program must be approved by the Department of Economic Affairs for the Neuchâtel Government.
- (2) Dr. Dobler receives a consulting fee for his services from the Department of Economic Affairs for the Neuchâtel Government.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Dr. Karl Dobler is an independent consultant to the Department of Economic Affairs for the Neuchâtel Government.

Date of Exhibit A	Name and Title	Signature
February 21, 1995	Russell J. Bendred CONSULTANT	

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.

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Name of Registrant	Name of Foreign Principal
Russell Jess TENDRED	DR. KARL DOBLER

Check Appropriate Boxes:

- 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.
- 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.
- 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.

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4. Describe fully the nature and method of performance of the above indicated agreement or understanding.
THE CONTRACT IS TO IDENTIFY APPROPRIATE COMPANIES WITHIN THE MEDICAL DEVICE, BIOGENIC, PHARMACEUTICAL AND CHEMICAL INDUSTRY THAT MAY HAVE AN INTEREST IN ESTABLISHING A PLACE OF BUSINESS WITHIN THE CANTON OF NEUCHÂTEL. MY MANDATE IS TO IDENTIFY POTENTIAL COMPANIES. THE RENEWAL OF MY CONTRACT WILL BE BASED ON THE SUCCESS TO IDENTIFY THESE COMPANIES.

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

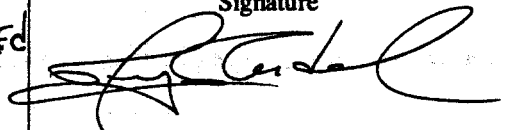
- (A) ATTEND CONFERENCE TO IDENTIFY POTENTIAL COMPANIES.
- (B) "NETWORK" OR CONTACT PRIOR BUSINESS ASSOCIATES WHO MIGHT HAVE AN INTEREST IN DOING BUSINESS IN NEUCHÂTEL
- (C) CONDUCT A PHONE CAMPAIGN TO IDENTIFY POTENTIAL COMPANIES.
- (D) FOLLOW-UP ON PRIOR LEADS OR CONTACTS MADE BY THE NEUCHÂTEL CANTON OR THE SWISS FEDERAL CONSULATE.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?

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.

POTENTIAL COMPANIES WILL BE INTRODUCED TO THE ECONOMIC INCENTIVES MADE AVAILABLE FOR LOCATING A BUSINESS TO THE CANTON OF NEUCHÂTEL. THIS WILL INCLUDE VARIOUS FORMS OF TAX RELIEF, SUBSIDY, PROJECT MANAGEMENT ASSISTANCE, WORK PERMITS AND OTHER ECONOMIC AIDS TO HELP A COMPANY ESTABLISH A NEW BUSINESS WITHIN THE NEUCHÂTEL CANTON OF SWITZERLAND.

Date of Exhibit B	Name and Title	Signature
DECEMBER 14, 1954	RUSSELL J. PENDRECH CONSULTANT	

*Political 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.

Neuchâtel, December 14, 1994

Personal and confidential

**Mr Russell J. Pendred
5 Salt Creek Road
South Dartmouth, Massachusetts
USA**

MANDATE

Dear Mr Pendred,

I herewith confer you the following MANDATE :

1. Goal

The goal is to realize primarily appropriate industry but also suitable services projects in the Canton of Neuchâtel, with emphasis on Medical Device, Biogenic, Pharmaceutical and Chemical companies.

2. Task

The task consists in establishing contacts and in conducting negotiations to achieve a positive decision for project realization.

3. Marketing or acquisition concept

The emphasis is laid on making use of your direct and indirect relations network, without excluding other approaches like professional conferences, phone and mail solicitations. This shall allow to continuously complement the existing relations potential through new contacts.

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4. **Characteristic feature**

The task is personal, however, allowing and recommending your making the best possible use of the network potential of yourself, of your partners and of all your relations.

5. **Market or acquisition area**

The market or acquisition area is the whole of 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.

6. **Volume and approach**

We start from the fact that the Neuchâtel task will be your main occupation and that you will use most of your time for it. In this spirit we particularly make the two following exceptions :

- *If a prospective client decides not to relocate to Neuchâtel, but elects to chose another European location, you will be allowed to work with the client on his own time and expense.*
- *If Johnson & Johnson requests consulting time, you will be allowed to consult with J&J on his own time and expense. Under no circumstance will this interfere with the Neuchâtel Canton contract.*

For each three month period you will submit in advance an action and budget plan for discussion and our approval.

7. **Remuneration**

Your remuneration per month amounts to

- *a fee of US\$ 7'500.-- (seven thousand five hundred US Dollars)*

plus

- *reimbursement of the activity related expenditures, within the frame of the budget, particularly for*
 - *travel (hotel, personal car, flights : economy class for domestic flights and business class for international flights)*
 - *client receptions, client meetings and*
 - *communications (phone, fax, postal).*

The above remuneration 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. Besides the above remuneration you have no right respectively claims whatsoever against me or the Canton.

We have taken note that you will conduct business from your home office. No office rental space will be charged unless a business office center is required to hold conference meetings with a client.

The payment will be made against monthly invoice and evidence accompanied with a concise written report on your activity.

8. Non exclusivity

The above mandate is not exclusive.

9. Concept and co-ordination

Your execution of the mandate has to fit into our overall concept.

To accomplish your task you will co-operate with Mr Michael R. Oestreicher in Cincinatti and with our Project Leaders in Neuchâtel.

We will take care of all co-ordination matters abroad and in the Canton related to the activities under the present mandate.

10. Contact and relations with media

The Economics Department of the Canton of Neuchâtel and myself exclusively reserve for us the prerogative for all relations and contacts with the media in connection with the activities under the present mandate.

11. Contracting obligations / confidentiality

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.

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.

12. Potential and activities outside the Neuchâtel mandate

When making use of your time, relations and know-how potential and in all your activities outside the Neuchâtel mandate you shall not execute any acts which would be contrary to the present agreement and to the interest of the Neuchâtel Economics Incentive Program.

13. 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.

The present mandate shall take effect on February 1st, 1995.

I am looking forward to a constructive co-operation and remain,

Yours sincerely,



Karl Dobler

*I agree to the above mandate
and accept it*



Russell J. Pendred

South Dartmouth,
KD/am