

BOZELL SAWYER MILLER GROUP
Communications Management

As of October 10, 1997

His Excellency
Bolat K. Nurgaliyev
Ambassador of the Republic of Kazakhstan
Embassy of the Republic of Kazakhstan
3421 Massachusetts Avenue, NW
Washington, DC 20007

Dear Mr. Ambassador:

This letter, when signed by both Ambassador Nurgaliyev (hereinafter "you" or "your") and Bozell Sawyer Miller Group Inc. (hereinafter "we", "us" or "our"), shall constitute the agreement (the "Agreement") between you and us with regard to our appointment by you as a consultant for your communications work.

1. For our services and outlays on your behalf, you agree to pay us as follows:
 - (a) A minimum fee (the "Fee") of \$50,000, for all services and out-of-pocket expenses incurred by us on your behalf. A \$25,000 deposit of the Fee is payable by November 1, 1997. If the standard hourly time charges and the out-of-pocket expenses incurred exceed the Fee, we shall invoice you for the actual time charges and out-of-pocket expenses incurred, not to exceed \$100,000, in total, without your prior written approval.
2. The term of this Agreement shall commence as of October 14, 1997, and shall continue through November 30, 1997, unless and until notice of earlier termination is given by either party. Any notice of earlier termination by either party must be given in writing by registered or certified mail to the other party not less than ten (10) days prior to the date of termination. Upon receipt of such notice of termination, we shall cease incurring costs on this project, except such costs that are necessary to close out this project. If this Agreement is earlier terminated, you shall be obligated to reimburse us for actual costs and fees incurred through the effective date of termination, including all of our contractual, legal and other commitments to third parties for services and materials under this Agreement.

3. On or about the tenth (10th) of December 1997, we shall bill you for services rendered and expenses incurred during the preceding months, less the \$25,000 paid deposit. In late December 1997 or early January 1998, we shall bill you for the balance of the expenses incurred during the preceding months. These invoices are payable upon receipt and are considered delinquent after thirty (30) days, at which time you agree to pay us simple interest computed at one and one-half (1 1/2%) percent over the prime rate of interest in effect at Citibank, N.A., in New York City, on the amount outstanding at the end of such 30-day period, until such payment is received. In the event of a disputed charge, you shall notify us in writing of the disputed amount and reason for the dispute, and you shall pay all undisputed amounts owed while the dispute is under negotiation.
4. We agree that any and all contracts, correspondence, books, accounts and other sources of information relating to your accounts shall be available for inspection at our office by your authorized representative during ordinary business hours upon reasonable notice to us.
5. Upon termination of this Agreement, if requested by you and upon payment of all services rendered including out-of-pocket expenditures, we shall transfer and make available to you or your representatives all property and materials in our possession or control which belong to you.

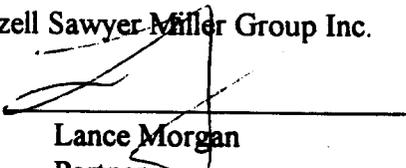
6. We agree that, in the process of providing professional services to you, you may provide sensitive confidential information, the disclosure of which would be to your detriment. We represent that we shall not use any of such information for any purpose except for your benefit under the professional services to be performed by us under this Agreement.
7. You agree to indemnify us and hold us harmless from and against any loss, damage or expense, including reasonable attorney fees and costs, sustained by us as a result of any claim or action brought against us which is based upon information, data or the materials supplied by you to us.
8. This Agreement shall be construed in accordance with the laws of the State of New York.

If the above meets with your approval, we would appreciate your so indicating by signing both enclosed originals of this letter where indicated. Please return one original to us and retain the other for your files.

Very truly yours,

Bozell Sawyer Miller Group Inc.

By


Lance Morgan
Partner

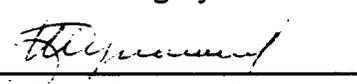
Date

Oct. 22, 1997

ACCEPTED AND AGREED:

Ambassador Nurgaliyev

By


Bolat K. Nurgaliyev
Ambassador of the
Republic of Kazakhstan

Date

Oct 23, 1997