

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials 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, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 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 Donald M. Byck  43 Tatum Drive Middletown, NJ 07748	2. Registration No.  5178
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3. Name of foreign principal  Commercial Development Division The Treasury Isle of Man Government	4. Principal address of foreign principal  1-4 Goldie Terrace 2nd Floor Douglas, Isle of Man, IM1 1PG British Isles
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5. Indicate whether your foreign principal is one of the following:

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

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

- a) Branch or agency represented by the registrant. Commercial Development Division, The Treasury Dept,
- b) Name and title of official with whom registrant deals. S. K. Beevers, Commercial Development Officer

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

Not Applicable

- a) Principal address.
- 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, Not Applicable

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

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes  No

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

Controlled by a foreign government, foreign political party, or other foreign principal Yes  No

Financed 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

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

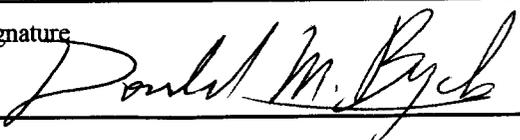
None

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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.

Not Applicable

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Date of Exhibit A 4-24-97	Name and Title Donald M. Byck Owner-manager	Signature 
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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. One original and two legible photocopies of this form shall be filed 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, copy of informational materials 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, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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.

1. Name of Registrant  Donald M. Byck	2. Registration No.  5178
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3. Name of Foreign Principal Commercial Development Division The Treasury Isle of Man Government
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Check Appropriate Boxes:

- 4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6.  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 expenses, if any, to be received.

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7. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
Provision of personal services to facilitate and manage a Boston luncheon presentation for invited Boston area legal, accounting & financial services professionals engaged in international work. Purpose is to introduce Isle of Man as offshore location of choice with commercial sector offering all services for conduct of international financial business.

Agreement provides for local coordination & management of the event including attendance management: from researching of invitation list through handling reception of guests & function management: from locating appropriate venue and services vendors through supervision of the event and monitoring and control of attendant costs.

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.
- Overall advice and management for Isle of Man luncheon presentation and coordination with the Global Challenge yacht race layover in Boston in June '97
  - Development of luncheon presentation invitation mailing list
  - Assistance with design and handling of the invitation mailing
  - Acknowledgment/fulfillment of invitation responses; registration of guests at event
  - All arrangements for appropriate venue near Global Challenge yacht race docking area
  - All arrangements for hospitality and presentation support services by local vendors
  - Review & advice on program timing and order of host welcome remarks and speakers
  - Monitoring set-up, supervision of event & handling all vendor matters and accounting

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

The aim of this Boston event is to develop new business for the commercial firms that comprise the Isle of Man's financial centre sector from U.S. firms or individuals. This new business may come from contracting of services, set-up of physical operations and/or financial investments.

The event is a luncheon & presentation having an overall goal of raising visibility of Isle of Man as a favorable place from which to conduct global business.

Date of Exhibit B 4-24-97	Name and Title Donald M. Byck Owner-Manager	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any 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 interests, policies, or relations of a government of a foreign country or a foreign political party.

THIS AGREEMENT is made the                    day of  
 199    Between DONALD M. BYCK trading as DON BYCK  
 ASSOCIATES of 43 Tatum Drive Middletown New Jersey  
 NJ07748 United States of America ("Contractor 1") of  
 the first part and FETE ACCOMPLI INCORPORATED (a  
 corporate body incorporated in the United States of  
 America) whose registered office is situate at 11  
 Roosevelt Road Westport Connecticut 06880 United  
 States of America ("Contractor 2") of the second  
 part and the TREASURY (a Department of the Isle of  
 Man Government) of Second Floor Meghraj Centre 1-4  
 Goldie Terrace Douglas Isle of Man ("the Treasury")  
 of the third part

1.    **DEFINITIONS**

The following terms shall have the following meanings:-

- 1.1 "Commencement Date" means the ~~20th March 1997~~ <sup>16th April 1997</sup>
- 1.2 "Obligations" means the obligations contained in clause 3 of this Agreement
- 1.3 "Notice" means a notice complying with the terms of clauses 6.5 and 6.11.3 hereof
- 1.4 "Fee Payments" means the Fee Payments more particularly set out in clause 4 (inclusive) and Schedule 2 of this Agreement
- 1.5 "Objectives" means the objectives more particularly set out and described in Schedule 1 hereto

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- 1.6 "Term" means the period from the Commencement Date until the 12th July 1997
- 1.7 "The CDD" means the Commercial Development Division of the Treasury (which expression shall include any other Division or Department of the Treasury replacing the same) and the Commercial Development Officer shall mean Steven Beevers as varied from time to time
- 1.8 "Attendance Management" shall mean and include those matters referred to in Schedule 3 Part A hereof
- 1.9 "Function Management" shall mean and include those matters referred to in Schedule 3 Part B hereof
- 1.10 "the Boston Presentation" means the Boston June 1997 Promotion to be staged in Boston in conjunction with the British Telecom Global Challenge stayover and in particular the arrival and mooring of the Commercial Union Yacht
- 1.11 "Services" shall mean those matters referred to in Schedule 3 Part A and Part B hereof
- 1.12 "Target Audiences" shall mean those persons groups and organisations referred to in Schedule 1 paragraph 11 (inclusive) hereof

2. **APPOINTMENT**

- 2.1 The Treasury appoints Contractor 1 and Contractor 2 to provide Attendance Management

and Function Management respectively during and at the Boston Presentation in accordance with the Objectives AND specifically in respect of the Target Audiences

3. **CONTRACTOR 1 AND CONTRACTOR 2'S OBLIGATIONS**

- 3.1 To provide a comprehensive service in accordance with the Objectives more particularly described in Schedule 1 and the Services described in Schedule 3
- 3.2 To treat any market and business information reports databases or lists created as a part of the services described under Schedule 3 as proprietary information soley for use by the Treasury and not to be made available to other parties except as may be authorised in writing by the Treasury
- 3.3 That the Objectives are to be directly undertaken and supervised by DONALD M. BYCK of DON BYCK ASSOCIATES of Contractor 1 and by JERI A. SKINNER President of Contractor 2
- 3.4 Not to delegate any duties or obligations arising under this Agreement otherwise than may be expressly permitted by the Treasury in writing
- 3.5 To indemnify and keep indemnified the Treasury from and against any and all loss damage or liability suffered and any legal fees and costs incurred by the Treasury resulting solely from

a breach of this Agreement by Contractor 1 and/or Contractor 2 due to any act neglect or default of Contractor 1 or Contractor 2 their employees or any other persons authorised to act by either of them PROVIDED THAT a delay in or failure of performance shall not constitute a default hereunder nor be the basis for or give rise to any claim for damages if and to the extent that such delay or failure is caused by force majeure as defined in clauses 6.13 6.14 and 6.15 (inclusive) hereof AND FURTHER THAT no party hereto shall have any liability for consequential exemplary punitive or incidental damages (even if advised of the possibility of such damages) except liability arising from the commission of wilful or negligent acts

- 3.6 To comply with the terms of any notice specifying a breach of the provisions of this Agreement and requiring the breach to be remedied as far as it may be possible but nothing in this clause is intended to require the Treasury to serve notice of any breach before taking any action in respect of it
- 3.7 To ensure that all employees and any other persons engaged under or working on this Agreement comply in all respects with the relevant statutory provisions regulations

and/or orders in force at any time and affecting this Agreement

- 3.8 Not to assign or transfer this Agreement or any part thereof
- 3.9 To regularly consult liaise and fully co-operate with the Commercial Development Officer from time to time appointed and his officers from the CDD in connection with the Objectives Attendance Management Function Management and this Agreement generally
- 3.10 Promptly and diligently to provide any information reasonably requested by the CDD concerning the Objectives or this Agreement generally
- 3.11 To provide the following regular up-dates of information to the CDD:-
  - 3.11.1 Monitoring and regular telephone up-dates in respect of all Attendance Management and Function Management
  - 3.11.2 Periodic work in progress reviews and meetings (as appropriate)
  - 3.11.3 Confirmation of meetings and details of all arrangements made and work done in respect of the Boston Presentation in accordance with the Objectives and this Agreement generally

#### 4. THE TREASURY'S OBLIGATIONS

- 4.1 In consideration of the Services to be rendered

and Objectives to be reached by Contractor 1 and Contractor 2 under this Agreement the Treasury agrees to make the Fee Payments ("Fee Payments") as follows and in accordance with Schedule 2 hereof:-

- 4.1.1 Contractor 1 will work with Contractor 2 to provide the Services more particularly described in Schedule 3 hereof and in accordance with the Objectives for a combined fee of US \$10,000.00 ("Fees")
- 4.1.2 Contractor 1 will work with Contractor 2 to maintain out of pocket and external supplies charges and expenses (based on a maximum fifty attendees) of a maximum US \$5,500 ("Expenses (Out of Pocket)")  
This will include function and event expenses food bar/drinks desserts tea/coffee floral decor audio visual equipment room and other rentals and miscellaneous expenses
- 4.1.3 Attendance Expenses ("Attendance Expenses") :-
  - 4.1.3.1 Contractor 1 will maintain Attendance Expenses within a maximum budget of US \$2,500 this will include:
    - (a) list purchase
    - (b) data entry
    - (c) printing

- (d) mail handling
- (e) postage for invitations
- (f) acknowledgements of invitations
- (g) fulfilment of invitations
- (h) all other stationery matters and

4.1.3.2 Telephone and fax expenses

Contractor 1 and Contractor 2 will work together to maintain their combined telephone and fax expenses within a maximum budget of US \$1,250 and

4.1.3.3 Contractor 1 and Contractor 2 will work together to maintain their combined travel and per diem expenses within a maximum budget of US \$1,250

4.1.4 Exclusions

Expenses on account of costs of accommodation and travel by the Treasury more particularly detailed in clause 4.1.5 hereof are not included in sub-clause 4.1.3 (inclusive) hereof

4.1.5 There shall be excluded from the Fees and Attendance Expenses payments referred to in this Clause the following services which will not be provided by Contractor 1 or Contractor 2:-

4.1.5.1 Selection and organisation of speakers/presenters for the event

- 4.1.5.2 Travel arrangements for the Treasury speakers/presenters
- 4.1.5.3 Co-ordination of yacht and crew availability at selected venue
- 4.1.5.4 Presentation content
- 4.1.5.5 Supply of written materials for mailing purposes to include Treasury's letter heads/stationery envelopes and invitation cards

5. **VAT**

- 5.1 Any sums including the Fees and Attendance Expenses payable under this Agreement unless otherwise stated are inclusive of VAT and other duties or taxes
- 5.2 Any VAT or other duties or taxes payable in respect of such said sums shall be payable by and the responsibility of Contractor 1 and Contractor 2

6. **PROVISOS**

The Treasury and Contractor 1 and Contractor 2 agree as follows:-

- 6.1 That the ownership of and right to the copyright or design right in respect of work carried out by Contractor 1 or Contractor 2 under this Agreement shall be vested in the Treasury
- 6.2 The Treasury shall not be liable to Contractor 1 or Contractor 2 for any death or injury to

any of Contractor 1's or Contractor 2's consultants employees or other persons carrying out the Objectives and/or Services under this Agreement or for any loss or damage to Contractor 1's or Contractor 2's property unless due to the negligence or the failure of the Treasury to perform its obligations under this Agreement

6.3 This Agreement supersedes any prior Agreement between the parties hereto whether written or oral and is without prejudice to any rights which may have accrued to either of the parties

6.4 Contractor 1 and Contractor 2 acknowledges that this Agreement and the terms and conditions hereunder contain the whole Agreement between the parties hereto and neither have relied upon any oral and/or written representation made to either of them by the Treasury or its employees or agents and have made their own independent investigations into all matters relevant to their Obligations Services Attendance Management and Function Management AND each of the parties hereto shall give written notice to the others of any change or acquisition of any address or telephone telex or facsimile or similar numbers at the earliest possible opportunity but in any event within forty eight hours of such change or acquisition

- 6.5 Any notice required to be served hereunder shall be sufficiently served on any party hereto if sent by pre-paid recorded delivery post to the address of the relevant party shown at the commencement of this Agreement or as varied under clause 6.4 hereof and any notice so served shall be deemed to be given at the time when it ought in due course of post to be delivered at the address to which it is sent or if by facsimile transmission shall be deemed to have been received by the addressee within 24 hours as if sent by facsimile transmission to the facsimile number
- 6.6 All agreements on the part of any of the parties hereto which comprise more than one person or entity shall be joint and several and the neuter gender throughout this Agreement shall include all genders and the singular shall include the plural
- 6.7 The Treasury and either Contractor 1 and/or Contractor 2 are not partners or joint venturers nor is Contractor 1 or Contractor 2 able to act as agent of the Treasury save as specifically authorised by this Agreement
- 6.8 No term shall survive expiry or termination of this Agreement unless expressly provided for in writing by the Treasury

6.9 The failure of the Treasury to enforce at any time or for any period any one or more of the terms and conditions of this Agreement shall not be deemed to be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement

6.10 Headings contained in this Agreement are for reference purposes only and shall not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate

6.11 This Agreement:-

6.11.1 Shall be governed by Manx Law in particular including formation and interpretation and has been made in the Isle of Man

6.11.2 Any proceedings arising out of or in connection with this Agreement may be brought in any Court of competent jurisdiction in the Isle of Man

6.11.3 Any notice of proceedings or other notices in connection with or which would give effect to any proceedings may without prejudice to any other method of service be served on either party in accordance with clause 6.5 hereof

- 6.11.4 Contractor 1 and Contractor 2 addresses for service shall be the addresses for such service nominated as their principal place of business or registered office at the commencement of this Agreement
- 6.11.5 Any disputes or differences arising between the parties hereto as to the construction of this Agreement or as to the rights duties or obligations of the parties hereunder or as to any other matter in anywise arising out of or connected with the subject matter hereof shall at the joint expense of the parties hereto be referred to the Arbitration or the decision of an independent Arbitrator being an Advocate Barrister or such other suitably qualified person as agreed between the parties hereto as the subject matter of the said dispute may require to be appointed as the parties hereto may agree or failing such agreement to be appointed by the President or Council for the time being of the Isle of Man Law Society (these presents being deemed to be a submission to arbitration within the meaning of the Arbitration Act 1976 (as amended)) AND it is hereby agreed and declared that the decision of such

Arbitrator as aforesaid shall be final and binding

6.12 Any expenses or charges of any kind whatsoever or howsoever arising other than those specifically referred to in clause 4 (inclusive) and Schedule 2 hereof shall not be the liability of the Treasury or due from it unless agreed to in writing by the Commercial Development Officer or an authorised officer of the Treasury

6.13 For the purpose of this Agreement force majeure shall be any cause not within the reasonable control of a party hereto including but not limited to acts of God or nature fires floods explosions epidemics riots insurrections revolutions wars (declared and undeclared) terrorism sabotage strikes slowdowns lockouts plant shutdowns labour shortages freight embargoes unusually severe weather unavailability of supplies or sources of energy delays or interruptions of transportation acts of government in either its sovereign or contractual capacity or voluntary or involuntary compliance with a later-enacted Law Order Regulation Rule or request of any Governmental Authority or person purporting to act therefor, and

6.14 A delay in or failure of performance of either party hereto shall not constitute a default hereunder nor be the basis for or give rise to any claim for damages if and to the extent that such delay or failure is caused by force majeure and the period for performance shall be extended accordingly BUT notwithstanding the foregoing should any extension of the period for performance exceed fourteen (14) days either party may terminate this Agreement by giving written notice to the other party and such termination shall not constitute a breach of this Agreement, and

6.15 The party who is prevented from performing by force majeure:

6.15.1 shall be obligated within a period not to exceed five (5) days after the occurrence or detection of any such event to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and

6.15.2 shall use its reasonable efforts to remedy such cause and to perform this Agreement

7. This Agreement may be terminated:-

7.1 If Contractor 1 or Contractor 2 fails or neglects to perform and observe any of its Obligations and/or Objectives and/or Services under this Agreement it shall be deemed to be a

fundamental breach and the Treasury may determine this Agreement immediately

7.2 Immediately by the Treasury should Contractor 1 or Contractor 2 have any distress or execution levied against either of them or enter into liquidation whether compulsory or voluntary

7.3 Immediately should Contractor 1 or Contractor 2 have a Receiver appointed or enter into any arrangement for the benefit of creditors

7.4 Termination under clauses 7.1 to 7.3 (inclusive) or otherwise shall be without prejudice to any rights remedies or liabilities of the parties accruing under this Agreement and each party shall remain liable to perform all outstanding liabilities under this Agreement notwithstanding that the other may have exercised one or more of the rights and remedies against it

IN WITNESS WHEREOF the parties hereto have executed these presents this the day month and year first hereinbefore written

#### SCHEDULE 1

#### OBJECTIVES

1. Contractor 1 and Contractor 2 will facilitate and arrange a presentation by the Treasury and other representatives accompanying the Treasury delegation at the Boston Presentation and on a date/s to be

agreed by the Treasury within the Term to the Legal Accounting and Financial Businesses and Community in Boston and adjoining areas in order to introduce the Isle of Man as:-

- 1.1 A quality offshore location and as an international professional multi-dimensional financial services centre
- 1.2 An Offshore Centre of choice as a strategic business location for the conduct of international financial business including banking insurance and investment
- 1.3 Having specific benefits to incoming organisations
- 1.4 A legitimate international financial centre for wealth management
2. To arrange and finalise the Boston Presentation venue at a central location appropriate to the event
3. To utilise the existing co-sponsorship involvement with the Commercial Union Assurance vessel in the British Telecom Global Challenge Yacht Race using this connection to add value and optimise the execution of the other Objectives hereunder
4. To advise on an appropriate time and position for an introduction speech by an Isle of Man Government politician and/or representatives experienced in doing business in the United States of America regarding financial services development on the Isle of Man

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5. To arrange a buffet or sit-down lunch/dinner with cocktails
6. To arrange refreshments on the Commercial Union Yacht (maximum capacity 15 at one time) intended to be moored at a point accessible to the Treasury's Boston Presentation venue subject to access arrangements being made by the Treasury
7. To arrange an opportunity for the circulation and meeting of guests by a small number (minimum 4) of people from the Treasury's delegation from the Isle of Man
8. To arrange for media representatives to be invited to the venue if any interest or potential value is identified

Target Audiences

9. Contractor 1 and Contractor 2 will as far as possible:-
  - 9.1 Ensure that all target audiences are of the type to be interested in the legal accountancy and financial and regulatory systems on the Isle of Man
  - 9.2 Ensure that as far as possible target audiences will be senior professionals and executives within the Boston and adjacent/neighbouring areas representing leading firms engaged in offshore and international work such as:-
    - 9.2.1 professional practitioners such as accountants lawyers shipping companies

- independent consultants and practitioners in areas such as corporate structuring tax and estate planning, and
- 9.2.2 banks life assurance companies building societies trust companies trustees and mutual fund managers

## SCHEDULE 2

### Fee Payments

1. Fees
- 1.1 The payment of Contractor 1's and Contractor 2's Fees will be made on receipt by the Treasury of invoices and according to Clause 4.1.1 hereof and this Schedule 2 by:-
- 1.1.1 Five equal instalment payments of Fees
- 1.1.2 First said instalment to be paid on the commencement of this Agreement
- 1.1.3 Second third and fourth said instalments to be paid at monthly intervals after the first payment on the 16th day of April 1997 1st day of May 1997 and 1st day of June 1997
- 1.1.4 Fifth and final instalment to be paid on completion of this Agreement and following the Boston Presentation
- 1.2 Expenses (Out of Pocket)
- Payment of Contractor 1's and Contractor 2's Expenses (out of pocket) will be made on receipt by the Treasury of invoices as follows:-

1.2.1 First instalment in advance by way of one fifth of the Expenses (Out of Pocket) budgeted in this Contract and more specifically detailed in Clause 4.1.2 hereof

1.2.2 All remaining instalments to be paid monthly as invoiced

1.3 Attendance Expenses (External Supplies Etc.)

Payment of all other Expenses appraised by Contractor 1 or Contractor 2 under Clause 4.1.3 (inclusive) hereof will be made as invoiced to the Treasury

1.4 The Treasury will settle all invoices received promptly and not later than fourteen days from the date of receipt of invoice by means of Banker's Draft in favour of Contractor 1 or as agreed in writing between Contractor 1 and the Treasury AND all payments will be made in US dollars

SCHEDULE 3

Services (including Part A and Part B)

Part A - Attendance Management

(Contractor 1)

Contractor 1 will throughout the Term and in accordance with this Agreement:-

1. Act as overall Consultant and Programme Manager in connection with the planning organisation and

management of the proposed Boston Presentation as directed by the Treasury

2. Make available the appropriate knowledge experience and systems operation for promotional event organisation and management
3. Provide advice and the most appropriate style timing and format of the Boston Presentation for an American audience
4. Maintain records to ensure control of the Boston Presentation within budget and in accordance with Clause 4 (inclusive) and Schedule 2 hereof and negotiate with suppliers and arrange contracts as appropriate with other suppliers but strictly in accordance with this Agreement
5. Monitor the Function Management (as detailed in Part B of this Schedule) provided by Contractor 2
6. Provide Attendance Management including:-
  - 6.1 Creation and administration of custom database to achieve the defined Target Audience as referred to in Schedule 1 paragraph 9 (inclusive) hereof including researching and obtaining prospect data and an address list for invitees
  - 6.2 Monitoring design and production of quality invitations
  - 6.3 Monitoring of the said invitations mailing to the appropriate persons in accordance with the Objectives

- 6.4 Administration of response handling  
acknowledgement of the said invitations and  
follow-up process and providing a qualified  
guest list for effective Function Management  
(Part B of this Schedule)
- 6.5 Provision of copies of guest lists to  
Contractor 2 in connection with the Function  
Management and to the Treasury
- 6.6 Preparation of final budget reconciliation for  
the Treasury
- 6.7 Regular liaison and consultation with all  
suppliers and the Treasury

Part B - Function Management (Contractor 2)

The Contractor 2 will throughout the Term and  
in accordance with this Agreement:-

1. Operate in conjunction with and under the  
guidance of Contractor 1 acting as overall Programme  
Manager in connection with the planning organising  
and management of the Boston Presentation as  
directed by the Treasury
2. Make available the appropriate knowledge  
experience and systems for operation of promotional  
event organisation and management in connection with  
the Boston Presentation
3. Provide advice on the most appropriate style  
timing and format of the Boston Presentation for an  
American audience

4. Provide Function Management in particular in respect of the Objectives including:-
  - 4.1 Research and contracting for an appropriate venue for the Treasury near the waterfront at Boston Harbour
  - 4.2 Research and development of an appropriate menu for the Treasury in respect of the Objective paragraph 6 of Schedule 1 (including vegetarian food if appropriate)
  - 4.3 Research and contract an appropriate catering firm
  - 4.4 Research and contract a florist
  - 4.5 Research and contract audio visual requirements
  - 4.6 Research and contract any miscellaneous rental of equipment
  - 4.7 Research and contract any yacht mooring facilities in particular in respect of the Commercial Union Yacht
  - 4.8 Contract all necessary on-site meetings with suppliers to ensure proper execution of all Objectives and Boston Presentation event details
  - 4.9 Co-ordinate and prepare detailed schedule for all elements of the Boston Presentation including but not limited to food and audio visual provision such Schedule to be provided to the Treasury at least ONE week before the start of the Boston Presentation

- 4.10 Arrange for proper and precise set-up of the Boston Presentation venue and all necessary supervision
- 4.11 Brief all Boston Presentation venue staff fully prior to the event
- 4.12 Brief all suppliers and other contractors regarding and prior to the Boston Presentation
- 4.13 Supervise all Boston Presentation staff suppliers and other contractors during the Boston Presentation
- 4.14 Prepare budgets for Function Management for incorporation within reconciliation accounts maintained by Contractor 1 and supply copies of all suppliers invoices to Contractor 1 final accounts to be provided within the Term
- 4.15 Liaise and consult regularly with Contractor 1 the Treasury and all suppliers

EXECUTED and DELIVERED by  
 the said DONALD M. BYCK  
 trading as DON BYCK  
 ASSOCIATES (Contractor 1)  
 in the presence of:-

witness sign: *Ellen S. Byck* :  
 name: *Ellen S. Byck* :  
 address: *43 Tatum Drive* :  
*Middletown New Jersey* :

*Donald M. Byck*

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