HILL & KNOWLTON

Hill and Knowlton
Public Affairs Worldwide Co.
600 New Hampshire Avenue, N.W.
Washington, D.C. 20037
202 333-7400 Phone
202 333-1638 Fax

June 8, 1998

Ms. Susan Davis
CEO
Capital Missions Company
156 Whittington Course
St. Charles, IL 60174

Dear Ms. Davis:

This will serve as the agreement between Hill and Knowlton, Inc. ("H&K") and Capital Missions Company ("Client") pursuant to which H&K will serve Client as public relations counsel.

1. As counsel, H&K will:

(a) Advise Client management on public communications aspects of Client's policies and problems;

(b) Develop for Client's approval and implementation, a program designed to achieve Client's government, media and investor relations objectives;

(c) Provide professional staff services as may be required to assist Client in the implementation of its program;

2. Charges

Charges for the services of H&K will be made at H&K's standard hourly staff rates for participating executives and staff as the same are required to carry out the programs and activities approved by Client.

(a) With the execution of this agreement, the Client will pay H&K an advance Of $30,000 against the anticipated staff fees for the first two months of this agreement. At the conclusion of the initial two-month period , Client will pay H&K an advance of $15,000 (the "Monthly Advance"),against professional charges for the following month.

The Monthly Advance will cover anticipated staff time charges for basic media and outreach services. Services outside the scope of basic media outreach services will be agreed upon in advance by Client and covered by separate agreement and fee arrangement.

(b) It is understood that H&K will absorb routine out-of-pocket disbursements such as in-house photocopying and ordinary communications (telephone, telex and postage) up to $500 per month. Charges in excess of $500 per month will be reimbursed by Client. Charges for travel, messenger and delivery will be billed as incurred and reimbursed by Client.

(c) Client shall be solely responsible for payment of any VAT taxes, excise taxes or other such withholdings or levies of any sort which might apply to the billings of H&K to the Client. H&K will be entitled to receive full payment, in currency of the United States and within the United States, of its invoices hereunder, without offset or withholding. Should this provision be subsequently determined to be unenforceable by law and a deduction or withholding found to be mandatory, H&K shall be entitled to retroactively adjust its billings to such a level whereby it will receive from Client an amount of net proceeds equivalent to its original gross billings.

3. Billing

Invoices for the Monthly Advance will be submitted to the Client by the 5th business day of each month. The Client will pay the Monthly Advance to H&K by the 10th business day of each month. H&K reserves the right to terminate all services to Client without liability for any loss and/or damage incurred by Client as a result of such termination of services in the event that any Monthly advance remains unpaid thirty (30) days after the date of the invoice Client agrees to reimburse H&K for all expenses (including reasonable attorneys' fees and disbursements) incurred in the collection of any overdue and unpaid invoices.

4. Records

H&K will maintain accurate records of all staff time work and out-of-pocket expenditures incurred on behalf of Client and, during the term of this agreement and for one year thereafter, Client may examine such records upon reasonable notice and during normal business hours. It is understood that the foregoing does not include H&K's salary data, overhead and other internal H&K costs or non-billable items.

If requested, copies of supplier invoices and other back-up materials in support of H&K's out-of-pocket charges of $500.00 or more will be included with H&K's end-of-month invoices for an additional handling fee of $250.00 per month. Client shall give H&K financial accounting department at least one full month's prior notice of desire to receive such supporting documentation or shall indicate this requirement at the date of signing this agreement.

5. Confidentiality

The communications among Client and H&K as well as any documents that are prepared or exchanged by the parties are intended by the parties to be privileged communications protected by the Client's attorney-client privilege. Under Upjohn v. United States, 449 U.S. 383 (1980), these communications are designed to provide a basis for Client to render legal advice. Any documents containing privileged information should be clearly marked " Attorney-Client Privileged Material". Furthermore, those documents should be maintained apart from material generated or exchanged between the parties which does not contain privileged material. The confidential information provided to Client by H&K and to H&K by Client will remain confidential unless disclosure is authorized in writing by Client.

6. Indemnity

It is acknowledged that H&K cannot undertake to verify facts supplied to it by Client or factual matters included in material prepared by H&K and approved by Client. Accordingly, Client agrees to indemnify and hold harmless H&K from attorneys' fees and disbursements) or liabilities ("damages") that H&K may incur (i) as a result of any materials, releases, reports or information supplied to H&K by or on behalf of Client or prepared by H&K and approved by Client prior to its dissemination or broadcast; and (ii) except when attributable to H&K's failure to use due care, resulting from disputes between H&K and third parties related to and or within the scope of this agreement. Client shall similarly indemnify and hold H&K harmless in respect to any damages arising out of the nature or use of Client's products or services. This provision shall survive the expiration or earlier termination of this agreement.

7. Termination

H&K's appointment under this agreement shall be effective as of June 9, 1998. H&K's appointment shall continue thereafter until terminated by either party upon not less than thirty (30) days' written notice to the other.

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by Client to H&K, H&K shall transfer, assign and make available to Client all property and materials in its possession or control belonging to Client.

8. Governing Law

H&K activities hereunder on behalf of Client shall be subject to all applicable U.S. laws, including the Foreign Agents Registration Act and the Foreign Corrupt Practices Act. As applicable and pursuant to such laws, it is understood that H&K may be making reports of its activities to appropriate U. S. government regulatory agencies and that such reports will be made available to the public.

This agreement will be governed and construed in accordance with the laws of the State of New York for contracts made and to be performed entirely in New York.

Sincerely yours,

HILL AND KNOWLTON, INC.

Frank Mankiewicz
Vice Chairman
Hill and Knowlton, Inc
Date: June 11, 1998

If you are in agreement with the above, would you kindly sign both copies of this letter in the space provided for that purpose below and return one copy to Hill and Knowlton for our records.

AGREED:

Capital Missions Company

By: _____

Title: _____

Date: _____