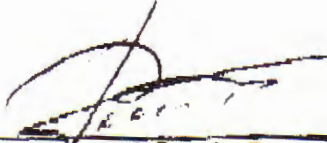


AGREEMENT


between SA "Sakhalin International Airport" and United Person's Inc. about jointly cooperating in preparing a project for Sakhalin International Airport.

The Stock Company of Sakhalin International Airport (SIA) represented by the President, Mr. A. A. Korolev, one party, and United Person's Inc. (UPI) which is a partner of SIA, represented by the President, Dr. F.K. Yazdi, who at the same time is the Vice President of SIA, the other party, undersigned the following Agreement:

1. Both parties, SIA and UPI, agree that they will act as the contracting entity and project management entity for preparation of the feasibility study and the business plan, and any other consolidated project for Yuzhno-Sakhalinsk International Airport. The documentation will be owned by SIA.
2. SIA is obligated to present all the necessary information for preparing the documentation which is listed in No. 1 above.
3. UPI is engaged in the direct work of the project with the consultants, compiling the organization, controlling the stages of the compiling of the documentation, and overseeing the conditions of the contract with the consultants, including SOM.
4. SIA is responsible for the total payments and expenses for the project's fulfillment, including the business plan and the consolidated documentation. In case of inability to meet the deadline for payment of the bills for compiling of the documentation, UPI will pay such bills, in return UPI will be paid by SIA in the form of equivalent value of stock shares of SIA or other sources.
5. Disagreements between the parties in the undersigned Agreement will be solved in a court qualified to handle this Agreement.
6. The Agreement has been written in both the English and Russian languages, and both of the documents carry the legal power.




President of Stock Company
Sakhalin International Airport
A. A. Korolev

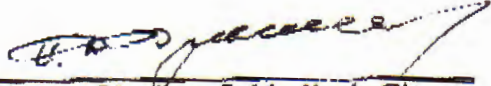


President
United Person's Incorporated
Dr. F. K. Yazdi

ACKNOWLEDGED AND AGREED BY:



Vice Governor of Sakhalin Region
Vladislav Rukavets



Mayor, Yuzhno-Sakhalinsk City
Igor P. Farkhutdinov

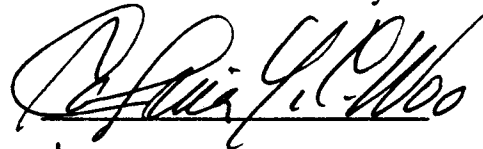
**MASTER ARCHITECT/ENGINEER SERVICES FOR THE SAKHALIN REGION
DEVELOPMENT AVIATION AND TOURISM PROGRAM AT YUZHNO
SAKHALINSK AIRPORT**

**ATTACHMENT NO. ONE: Phase I International Passenger Terminal Scope of Work
and Compensation**

Page 4

All other terms and conditions of our Agreement shall remain in full force and effect. Please execute the attached counterpart of this letter and return it to us for our records; whereupon this Attachment will become binding in accordance with its terms and may be altered only in writing.

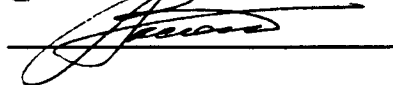
Carolina Y. C. Woo, Partner, Skidmore, Owings & Merrill



Dr. F.K. Yazdi, President, United Persons, Inc.

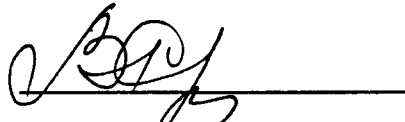


Mr. Anatoly A. Korolev, President, Sakhalin Int'l. Airport

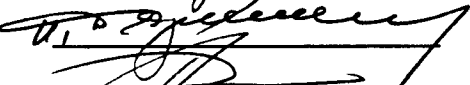


ACKNOWLEDGED AND AGREED BY:

Mr. Vladislav Rukavets, Vice Governor, Sakhalin Region

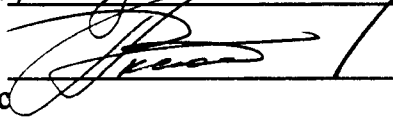


Mr. Igor P. Farkhutdinov, Mayor, Yuzhno-Sakhalinsk City



Mr. Victor Sergevich Aksyutin

Head of International Department Aeroflot, CAA, Air Traffic



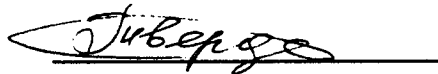
Mr. Valery Petrovich Zhavoronko

Russian Ministry of Transport, State Project Institute



Mrs. Svetlana Tverdomed

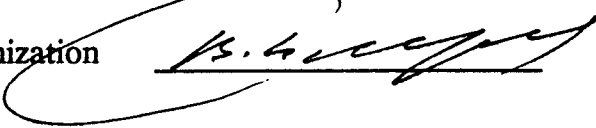
Deputy of Foreign & Economic Relations Department



Mr. Pavel Nickolaevich Zhebo, Head of Dalaeroproject



Mr. Vitaliy Belagortsev, Head of Farmatsiya Organization



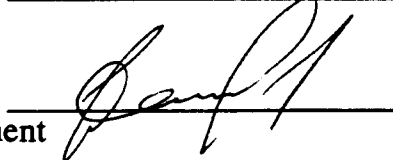
Ms. Natalia Onischenko

Head of Government Environmental Organization



Mr. Sergey Ivanovich Kastornov

Chairman, Government Foreign Economic Relation Department



Mr. Valery Kordov, Chief of Government Construction Division



Mr. Evgeny Ivanovich Zvonkov

Vice President Sakhalin Int'l. Airport



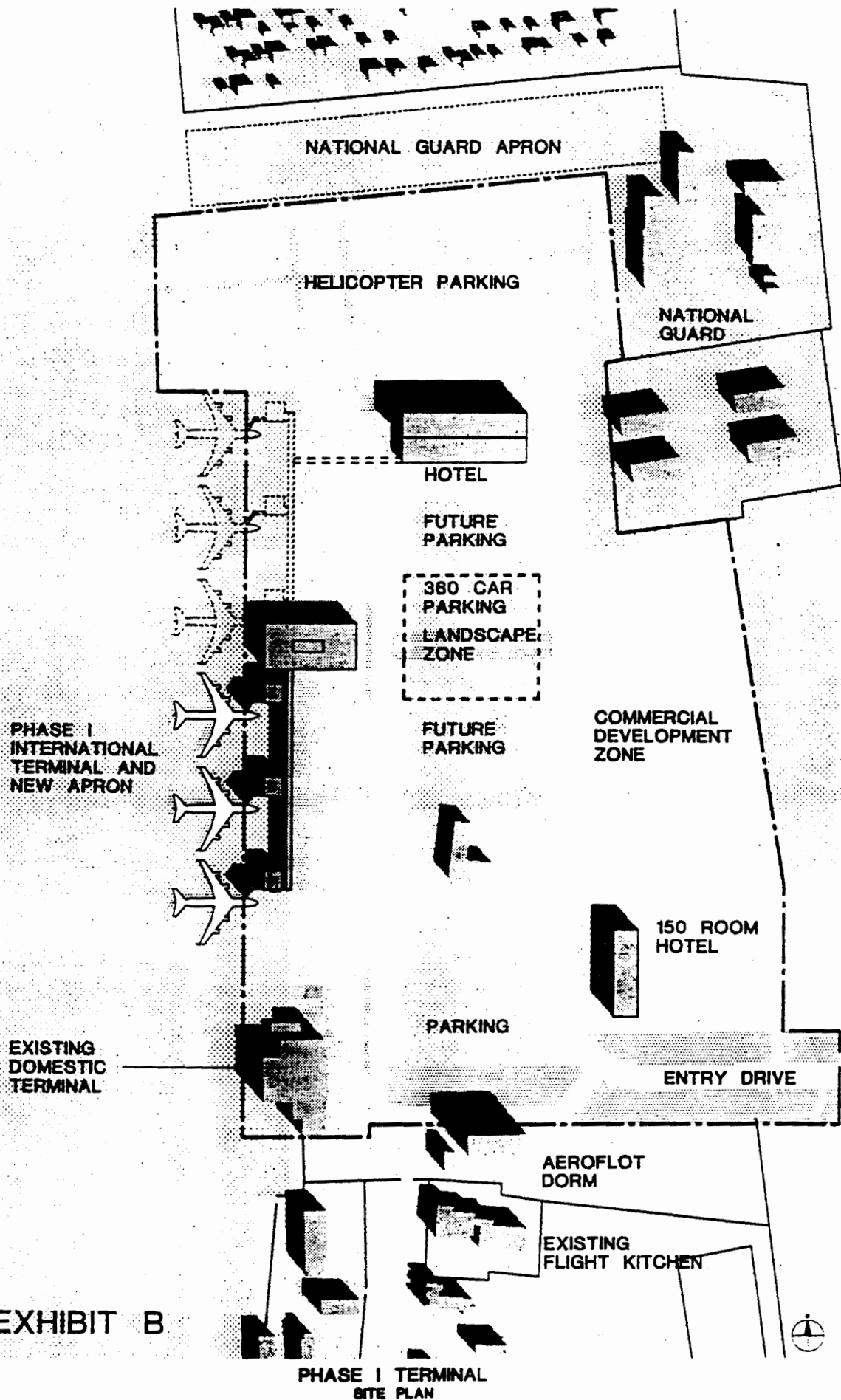


EXHIBIT B

**PHASE I TERMINAL
SITE PLAN**

SOM

December 9, 1992

United Persons Incorporated
210 Interstate North Parkway, 7th Floor
Atlanta, Georgia 30339

Attention: Dr. F. K. Yazdi

RE: Master Architect/Engineer Services for the Sakhalin Region Development
Aviation and Tourism Program at Yuzhno Sakhalinsk Airport

Gentlemen:

This letter will confirm our discussions and serve as an Agreement for services performed within the United States, effective June 6, 1992, between United Persons Incorporated (UPI), and Skidmore, Owings & Merrill (SOM), for consulting planning, architectural and engineering services required in connection with the development of your proposed Sakhalin Region Development Aviation and Tourism Program (the Program), located at Yuzhno Sakhalinsk, Sakhalin, Russia. Any services provided by SOM outside of the United States will be provided under the terms and conditions of a separate agreement.

This Agreement establishes the services to be provided by SOM in its role as Master Architect/Engineer over the period of the Program; the role and responsibilities of SOM in relation to you and your other consultants; and, the terms and conditions under which our services are to be performed. The Scope of Work and associated Compensation for SOM is set forth in Attachments that describe each major phase of services required by the Program. Attachment One sets forth the SOM Scope of Work and Compensation for services related to the Phase I International Terminal project. Additional attachments may be adopted as amendments to this Agreement for services related to other elements of the Program.

Skidmore, Owings & Merrill

333 Bush Street, San Francisco, California 94104
415 981-1555, Telex 34212

It is understood that UPI has or will enter into a Joint Venture Company Agreement (JVC), with Sakhalin Government authorities for the purpose of planning, designing, developing and operating a comprehensive program of Aviation and Tourism programs and facilities, as described in the document, *Sakhalin Region Development Aviation and Tourism, Executive Summary, July 1991, (Executive Summary)* prepared by UPI. It is further understood that with this Agreement UPI retains SOM to serve as the Master Architect/Engineer to oversee planning and design for the Program, and to establish Master Plan Requirements, Preliminary Designs, and Detailed Design Criteria for all facilities associated with the development of Part One: Aviation, as described in the Executive Summary, which facilities will be designed and constructed in a series of phased development projects.

It is also understood that SOM has prepared a document, *A Master Plan for Yuzhno Sakhalinsk International Airport, September 1, 1992, (General Master Plan)*, which UPI has presented to the appropriate Sakhalin government authorities, and the document has been approved by you and your Sakhalin partners as the general master plan for airport development, and is the basis for detailed master planning and design. Based on this approved general master plan, it is understood that UPI will secure an appointment from the appropriate Sakhalin authorities designating SOM as the **Master Architect/Engineer for Part One: Aviation Program.**

It is further understood that the services of SOM include the following three major services:

- **Master Planner** for long-term renovation and expansion of the existing Sakhalin International Airport including all elements as described in the Executive Summary
- **Master Architect/Engineer** for Preliminary Design and establishment of Design Criteria for all buildings and structures located on the Airport, including programming, interior design, architecture, civil, structural, mechanical and electrical engineering services
- **Master Infrastructure Engineer** for Preliminary Design and establishment of Design Criteria and Requirements for all Infrastructure support facilities located on the Airport

It is also understood that you will directly retain other planning and design or specialist consultants acceptable to us that we may determine to be necessary for completion of specific elements of the Program; and other architectural and engineering consultants qualified and licensed to practice in their respective discipline within Sakhalin, to

prepare construction documents, to serve as the Architect or Engineer of Record, and to provide on-site construction administration during the construction of individual elements of the Program.

It is also understood that SOM will assist you in the selection of those consultants, and your agreements with each of them shall specify that they shall accept guidance and design direction from SOM acting as your agent in all aspects of project planning and design, although they are to remain contractually and shall act as your independent consultants in the interpretation of local codes and standards, regulations, and in all aspects of the detailed design of the project elements. They shall coordinate their services with us and shall be totally responsible to you and the government of Sakhalin for the performance or non-performance of their services, regardless of our reviews or approvals of any aspect of their work.

It is also understood that you will retain separate consultants to manage and implement construction, which may include a Construction Manager/Consultant and/or Contractor for each of the project elements. As such, they shall consult with you and us, and with the local Architect/Engineer of Record, respecting the project and the development of design and working drawings, technical specifications, budgets and progress schedules. They shall provide you and us with, and be responsible for, all cost estimates and information respecting the availability of materials, construction schedules, and other pertinent information necessary to the development of the design and construction documents. They shall also be responsible for estimating the costs of alternative materials and systems, the bidding of various sub-trades and the negotiation of construction contract(s). During the construction phase they shall coordinate the work of the sub-trades, prepare and process change orders and consolidate, prepare and certify the Contractor's payment requests. Provisions in your contract with the Construction Manager/Consultant relating to our role and services as Master Architect/Engineer and that of the Architect/Engineer of Record shall be made acceptable to us.

It is also understood that through mutual amendment to this Agreement, the services of SOM may be extended to include other services or other facilities as described in Part Two: Tourism, and/or Part Three: Incidental Facilities, of the Executive Summary, or to include any other associated facilities or services.

Finally, it is understood that our services under this Agreement do not include any involvement in the demolition of any structures, or in identification or removal of any existing asbestos, toxic waste or other impermissible hazardous materials which may be encountered within the project site.

All the rights granted SOM herein are with the approval of the Sakhalin authorities as evidenced by their signature.

Based on the above understandings, we shall furnish the following professional services on the terms and conditions set forth below:

I. SCOPE OF SERVICES

A. Basic Services

1. Master Planning Services

Based on the general program of requirements set forth in the Executive Summary, and in the General Master Plan, SOM will serve as the ongoing Master Planner for long-term renovation and expansion of the existing Sakhalin International Airport. SOM will prepare master plan studies of individual airport elements as required to proceed with detailed programming, planning and design of the Phase I program facilities. When requested, SOM will prepare a detailed Scope of Work as an Attachment to this Agreement for the preparation of a series of master plan study reports that together, will comprise a comprehensive Master Plan Report establishing and documenting the long-term development plan for each of the following airport elements:

- Runways; (air traffic control) tower; instrument landing systems and navigational aids; airfield lighting
- Airspace planning (charts and routes)
- New Short-Term International Passenger Terminal facility (three initial aircraft gates with expansion to six gates)
- Renovated Short-Term Domestic Passenger Terminal facility
- New Long-Term Domestic and International Passenger Terminal facilities, and Customs and Immigration facilities
- Baggage Handling facilities
- Flight and Baggage Information Display Systems (FIDS and BIDS)
- Automated Airline Reservation and Communication Systems
- Automated paging information systems
- Automated telecommunications and data systems
- Airline passenger security screening systems
- Airport and airfield security systems
- Cargo handling facilities
- Aircraft Maintenance facilities

- Aircraft refueling and fuel delivery and storage facilities
- General Aviation support and Fixed Base Operator facilities
- Support facilities for Airlines, Air Charters, Crews
- Supporting Commercial, Hotel, Retail, Restaurant, and Medical Care facilities
- Commercial Aviation industrial facilities

2. Master Architect/Engineer Services

SOM will serve as ongoing Master Architect/Engineer for Preliminary Design and establishment of Design Criteria for all buildings and structures located on the Airport, including programming, interior design, architecture, civil, structural, mechanical and electrical engineering services for, but not limited to, the following project elements:

- a. Phase I International Passenger Terminal:** A new terminal of approximately 100,000 gross square feet in size, consisting of three (3) aircraft gate positions and passenger departure lounges, passenger ticketing and baggage claim areas, supporting retail and restaurant/lounge area, and connecting concourse(s). The terminal shall have the capacity to be expanded with three additional gates for a total of six (6) gates.

Attachment One to this Agreement establishes the detailed Scope of Work and Compensation for the design of the Phase I International Passenger Terminal.

- b. Other Phase I Terminal Area Improvements including:**
- Renovation of the Existing Domestic Passenger Terminal for an alternative future use
 - Relocation of the National Guard Facility
 - Creation of central parking facilities
 - Modifications to the aircraft support facilities
 - Improvements to the airport road and pedestrian circulation systems, including site landscape
 - Ancillary buildings and facilities within the existing landside terminal area
 - Establishment of an Airport Commercial Development Zone
 - New Airport Hotel(s)



- c. Phase II Midfield Terminal Complex:** A complex as generally described in the General Master Plan including the following new facilities targeted at serving 5.8 million annual passengers:
- International Arrivals and Departures Passenger Terminal(s)
 - Domestic Passenger Terminal
 - Connecting Concourse with supporting aircraft gate positions and passenger gate lounges, other terminal and passenger functions and facilities
 - New parking facilities and/or structures
 - Airside Recreation and Hotel Center
 - Supporting commercial and retail uses
 - Airport Support facilities
 - Air Traffic Control Tower

3. Master Infrastructure Engineer Services

SOM will serve as ongoing Master Infrastructure Engineer for Preliminary Design and establishment of Design Criteria and Requirements for all Infrastructure support facilities located on or associated with the Airport, including civil and structural, sanitary, electrical, lighting, and electronic communications engineering services for, but not limited to, the following airport elements:

- a. Runway/Taxiway/Apron Pavement Systems; Runway/Taxiway lengthening, widening, replacement, strengthening, or resurfacing; Aircraft Parking Apron pavement
- b. Storm Water Drainage, storage and discharge systems
- c. Sanitary Sewerage collection, treatment and disposal systems
- d. Aircraft Fuel Storage and tanker or hydrant refueling systems
- e. Airport area lighting systems
- f. Airport Approach Lighting Systems
- g. Aircraft Precision Approach Instrument Landing Systems
- h. Airport Communications systems

4. Final Architectural and Engineering Design Services

- a. Schematic Design Services:** Based on the approved Preliminary Designs and Design Criteria, SOM will direct the development of final design documents for the construction of individual elements of the Program; and coordinate with and provide guidance to the Architect/Engineer of Record for each facility.
- 1) Schematic Design Documents:** SOM will prepare Schematic Design Documents based on the approved program of requirements prepared by us in consultation with you. Included shall be schematic drawings, an outline description of the project and other documents which shall establish the general scope of the project and the interrelationships of the project components and, as may be authorized by you as an Additional Service, any renderings and scale models. Such documents shall be used by you or your Construction Manager/Consultant to prepare a construction cost budget, to price alternative schemes and to estimate the probable construction costs.
 - 2) Construction Procurement Method:** SOM will consult with you and your consultants regarding the method of procurement you intend to select for implementing construction of the project. Based on your direction of the selected method, SOM will prepare an annotated outline of Scope Documents and/or Construction Documents to be prepared in the subsequent phase of work.
- b. Scope Document Services:** After your approval of the Schematic Design Documents, or any major part thereof, the construction cost budget, and the method of project procurement, SOM will prepare Scope Documents, which will establish the extent and character of the project and the nature of the structure, exterior building envelope, basic building materials and the mechanical and electrical systems. Such documents shall consist of preliminary working drawings and technical specifications which shall be used by you and your Construction Manager/Consultant to determine if the project is in conformance with the approved construction cost budget. These documents shall be used for procurement of construction services through the process of bidding or negotiation that you establish for the various parts of the work. Attached to this Agreement as Exhibit A is an outline of the Scope Development Procedure.

c. Construction Documents Services:

- 1) After your approval of the Scope Documents, or any major part thereof, and after you have received assurance from the Construction Manager/Consultant that the scope of the work is in conformance with your construction cost budget, SOM will consult with the Architect/Engineer of Record or the selected Contractor for the project to provide general guidance and review of the work of that consultant in the preparation of Construction Documents. SOM will produce the first set of Preliminary Construction Documents (30% complete), based on the approved Scope Documents. A determination will then be reached with you and the Architect/Engineer of Record as to those final Construction Documents that will be produced by SOM, and those that will be transferred to and produced by the Architect/Engineer of Record. SOM will periodically review those documents prepared by the Architect/Engineer of Record as they are developed, and will provide a formal quality-control review when the Construction Documents are approximately 60%, 90% and 100% complete. SOM will provide you and the Architect of Record with a marked-up set of that consultants drawings and specifications indicating modifications or revisions to be incorporated.
- 2) In certain circumstances, and with mutual agreement with you and the Architect/Engineer of Record, SOM may prepare specific final construction documents to be incorporated into the set of construction documents prepared by the Architect/Engineer of Record. In such instances, the Architect/Engineer of Record shall review all such documents, and affix his license seal, and issue the document under his authority.
- 3) In your agreement(s) with the Architect/Engineer of Record you shall require that they shall accept guidance and design direction from SOM acting as your agent in all aspects of project planning and design, although they are to remain contractually independent and shall act as your independent consultants in the interpretation of local codes and standards, regulations, and in all aspects of the detailed design of the project elements, and for the preparation of and technical accuracy of the Construction Documents. They shall coordinate their services with us and shall be totally responsible to you for the performance or non-performance of their services, regardless of our reviews or

approvals of any aspect of their work. Those Construction Documents will consist of working drawings and technical specifications for the architectural, structural, mechanical and electrical work for the "Base Building" together with a standard form of General and Supplementary Conditions provided in draft form by SOM, and converted to final form by the Architect/Engineer of Record.

- 4) Upon completion, the Construction Documents, or any major part thereof, shall be submitted to your Construction Manager/Consultant for determination that the scope of work delineated conforms to the Scope Documents and the approved construction cost budget. The Construction Documents, or any completed portions thereof, shall be used for construction upon SOM receipt of your authorization to proceed with construction.
- d. **Bidding Support Services:** During the Scope and Construction Document phases SOM shall provide support to you, the Architect/Engineer of Record, and the Construction Manager/Consultant in the review of Contractor bidding of the individual parts or trades thereof.
 - e. **Construction Phase Support Services:** During the construction phase SOM shall provide support services from within the United States to assist you, the Architect/Engineer of Record, and the Construction Manager/Consultant with the review of the general progress of the work. You agree to require as part of the Scope of Services of the Architect/Engineer of Record, that they provide periodic on-site review of the work in progress. Upon your request, SOM will perform on-site review under a separate agreement for services performed outside of the United States. The following are the Basic Services to be provided by SOM under this Agreement during the Construction Phase.
 - 1) Assist the local Architect/Engineer of Record in review of selected shop drawings and material samples for general conformance with the design concept set forth in the Construction Documents. The Architect/Engineer of Record shall be responsible for establishing all Actions on submittals.

- 2) Provide a reasonable amount of consultation to you and the Architect/Engineer of Record for the purpose of clarification and interpretation of the design intent of the Construction Documents prepared by SOM and, if determined necessary by us, assist the Architect/Engineer of Record to issue supplemental documents to amplify or clarify portions of the Construction Documents.
- 3) Provide a reasonable amount of assistance to the Architect/Engineer of Record and the Construction Manager/Consultant in the evaluation of Contractor(s) requests for change orders related to documents prepared by SOM. The Contractor shall be responsible to prepare the written change order which shall outline the nature of the change, the requested cost of the change, and the change to the Contract Amount. The level of assistance to be provided as Basic Service will be defined in the Attachment setting forth the Scope of Work for each element of the Project.
- 4) At the time of substantial completion of construction, review lists prepared by the Architect/Engineer of Record of items which have been observed as requiring remedial work or replacement.

B. Supplemental Services

As authorized by you, and to the extent agreed upon, we shall also provide any other services not otherwise established within our Basic Services, as supplemental services, which may include, but are not limited to those services established in Exhibit B to this Agreement.

C. Architect's Status

1. Our services and obligations under this Agreement shall be provided by us in conformity with the standards of care and skill in our profession. We shall not be responsible for the performance of the Architect/Engineer of Record, the construction contract(s), work or products, or any defects, deficiencies or effects resulting therefrom, of any contractor, subcontractor, manufacturer, supplier, fabricator, consultant retained by you, or any other third party (including anyone working or acting on behalf of any of them). Nothing in this Agreement shall be construed as giving us the responsibility for or the authority to control, direct or supervise construction, construction means, methods, techniques, sequences or procedures, or safety measures and programs.

2. The Attachments to this Agreement establishing the Scope of Work for specific project elements may include a schedule showing estimated time frames for the performance of our basic services under that Attachment. While we will endeavor to adhere to such schedule, we cannot be and you will not hold us responsible for delays beyond our control.
3. Our review of shop drawings and samples is to determine if the Contractor's submittals and work appear to be in general conformance with the design concept set forth in the Construction Documents prepared by us. It is understood that our review shall not be considered to be complete in every detail or exhaustive. The Architect/Engineer of Record shall be solely responsible for designating an Action on a submittal, although we may advise regarding its disposition. Such review and advice by us shall also not relieve any contractor, subcontractor, manufacturer, supplier, fabricator, consultant or other third party from responsibility for any deficiency that may exist or for any departures or deviations from the requirements of the Construction Documents or for the responsibility to coordinate the work or portion of the work of one trade with another.
4. Our review of any cost estimate prepared by the Construction Manager/Contractor shall be general in nature and shall not be deemed to be an indication that we have made a detailed study of the probable construction costs or that we are responsible for the accuracy of the estimate.
5. Our services are being performed solely for your benefit and in the interests of the people of Sakhalin. No contractor, subcontractor, supplier, fabricator, manufacturer, occupant, consultant or other third party shall have any claim against us as the result of this Agreement or performance or nonperformance of our services. It is understood that you shall bring this provision to the attention of the parties with whom you contract, including the Architect/Engineer of Record, and have them do the same with those with whom they contract.
6. It is understood that the Construction Contracts shall include provisions describing the role of SOM, and the Architect/Engineer of Record, as stated in this Agreement with respect to construction and require the Contractor(s) to indemnify you, us and the Architect/Engineer of Record, as set forth in the indemnification clause attached to this Agreement as Exhibit C which you shall cause to appear in the Construction Contracts. This obligation shall be insured by the Contractor(s) and its subcontractors.

7. In addition, it is understood that the Construction Contracts shall include a provision requiring the Contractor(s) to warrant to you, to us and to the Architect/Engineer of Record, that all materials and equipment furnished will be new, unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Construction Documents. It is further understood that the General and Supplementary Conditions shall include a provision requiring the Contractor(s) to notify you if any of the products or materials specified in the Construction Documents or proposed by the Contractor(s) or encountered on the job site contain or are suspected to contain asbestos or other impermissible hazardous material in any form, including but not limited to polychlorinated biphenyl (PCB) or other toxic substances, so that a qualified independent consultant retained by you can determine whether such materials may be used in the work.

II. METHOD OF COMPENSATION

- A. For the Basic Architect-Engineer Services outlined in Section I-A we are to receive a fee payable in U.S. dollars excluding reimbursable expenses as shown in the Attachment defining the Scope of Work and Compensation for each element of the Program. For ongoing Master Plan Services, or for other Basic Services not specifically addressed in an Attachment, we are to receive a fee based on the aggregate of the hourly billing rates of our technical personnel by professional group and those of our consultants as scheduled in Exhibit D for their time spent on the project and our usual and customary hourly billing rates for the use of our in-house computer. When the scope of work is defined for individual work task assignments, SOM will provide you with an estimate of the approximate total cost of that work task assignment.
- B. For the Supplemental and Additional Services performed by us or our consultants as outlined in Exhibit B and Section III, we are to receive a fee based on the aggregate of the hourly billing rates of our technical personnel by professional group and those of our consultants as scheduled in Exhibit D for their time spent on the project and our usual and customary hourly billing rates for the use of our in-house computer.
- C. Technical personnel shall include Partners, Associate Partners, Associates and all other personnel assigned to the project, including specification and report typists and electronic computer technicians, but exclusive of general office employees such as accountants or secretaries performing nontechnical functions.

III. ADDITIONAL SERVICES AND CHANGES

- A. If we, or our consultants, shall be required to perform services in addition to those outlined in Section I-A by reason of changes ordered by you, or for any other reason beyond our control, including but not limited to services involved in changes or proposed changes in program, scope, complexity, size or nature of the project or in preliminary or final documents, drawings or specifications which have been approved by you; or necessitated due to delays or untimely approvals by you or others whose approval is required; or because of delinquency, insolvency or defects or deficiencies in the work or products of the Contractor or any subcontractors, suppliers, fabricators or manufacturers, or other third parties; or because of changes to laws, ordinances or regulations, including any previous governmental interpretations thereof; or because of damage to the project by fire or other casualty, we and our consultants are to be compensated for such additional services in the manner provided for in Section II B. All such compensation shall be in addition to that stipulated elsewhere herein.
- B. It is understood that we will have our documents issued in the Russian language as an additional service. Such additional service will be compensated in the manner provided for in Section IIB.

IV. REIMBURSEMENT

- A. In addition to our compensation under Section II, we are to be reimbursed for expenditures made by us or our consultants specifically for the projects, such as but not limited to:
1. Pre-approved Standard Expenses: transportation, including business class air travel (first where business is not available); lodging and subsistence; reproduction of documents, including transparencies; photography; long distance telecommunications and telefax transmissions; shipping, postage, messenger or courier service charges; sales, usage, occupation, service or similar taxes; purchase of maps and similar documents; supplies and materials; other similar expenses.
 2. Client Expenses: renderings; scale models; mock-ups and samples; outside computer usage; off-Hour expenses; fees of Special Consultants. Special Consultants are considered to be consultants such as those in the field of: airport and aviation management, baggage handling, people-mover systems, traffic, landscaping, lighting, acoustics, security, telecommunications, audio-visual, marketing, education, food service, fire protection, plumbing specialties such as pools, fountains and material handling, or other specialists. Special Consultants shall be those required for the project, which we mutually agree you will retain, other than those retained by us to perform a portion of our Basic Services.

3. Foreign taxes, duties, tariffs, licenses, fees, or other incidental government charges that may be levied upon our services or the products of those services, or upon expenditures made by us in the performance of our services.

B. Our billings for the reimbursable expenses outlined above shall be marked up ten percent (10%).

V. METHOD OF PAYMENT

A. In accordance with Exhibit E, Schedule of Payments, upon your Authorization to Proceed you shall place with us an advance payment in the amount of 15% of the estimated amount of the phase of work currently authorized, or such other amount as we may agree, which amount shall be held on account and applied against your final payment for the phase of SOM work then authorized. When one phase of the project is completed, any remaining unallotted amount of the advance payment will be considered as an advance credit payment against the subsequent phase of work. Upon your Authorization to Proceed with the next phase of work, you shall reestablish the advance payment at the same 15% percent of the estimated budget for that phase.

B. We shall submit to you monthly invoices for compensation due us under Section II plus reimbursable expenses due us under Section IV. Our invoices shall contain an itemized listing of our reimbursable expenses, and when our compensation is based on a multiple of hourly rates, we shall also attach a listing of our technical labor hours and rates, should you so require. Our billings for fixed fee work under Section II-A shall be based upon our estimates of the percentage of completion of our services for which compensation is made under such section.

C. Payment for amounts invoiced are due within 30 days after the date of our invoice. Payments shall be wired to us at Account No. 4001-173442 of the Wells Fargo Bank, 464 California Street, San Francisco, CA 94163, ATTN: Dennis Miyahira (TEL: 415/396-6299). Any overdue payment shall bear interest, compounded monthly, at the prevailing prime rate established at the Wells Fargo Bank as of the first day of each succeeding month, plus 2% per annum, or the maximum rate allowable by law, whichever is less. Payment of interest, however, will not cure a failure by you to make payments to us when due. We shall also have the right to suspend the performance of our services at any time if any payments are overdue for more than 60 days.

- D. If the project is suspended or abandoned, in part or in whole, for more than five months, we shall be paid reasonable expenses incurred by us resulting from such suspension or abandonment without waiver of any other rights we may have. If the project is resumed after being suspended, our compensation, rates and markups shall be subject to mutually acceptable adjustment by us prior to the resumption of our services.
- E. If our services covered by this Agreement have not been completed, through no fault of ours, within a period of twenty four (24) months from the effective date of this Agreement, our compensation, rates and markups shall be subject to mutually acceptable adjustment by us prior to the continuation of our services.
- F. It is understood that all compensation due us and payment for services rendered by us in the performance of this work or that of any consultants retained by us shall be made in U.S. dollars, not to be subject to Russian or any other foreign taxes, withholding taxes, license fees, or other tax burdens of any kind regardless of where the services are performed. Should we have to pay any such taxes or should you be required by government authorities to withhold any amounts on account thereof from payment(s) due us, you shall reimburse us for all such taxes plus an additional amount, if any, to cover any taxes applicable to any such additional reimbursement, as set forth in Section IV 3. We are responsible for any United States federal or state income tax we have to pay on our income.

VI. CLIENT FURNISHED INFORMATION

- A. You or your representatives and consultants shall furnish us with information regarding your space and functional needs and budgetary limitations in sufficient detail to enable us to prepare a complete program of requirements for each project element.
- B. The Sakhalin Government, the City of Yuzhno Sakhalinsk, or an independent firm of U.S. surveyors acceptable to SOM shall also provide us, at your expense, with a complete and accurate legal description of the property and a certified land survey of the project site showing: grades and lines of streets, pavements, trees, and other amenities and adjoining property; complete and accurate information as to all rights-of-way, rights, restrictions, covenants, encroachments, easements, boundaries and contours of the project site, existing buildings and improvements and adjacent areas; and complete information concerning available service and utility lines both public and private, above and below grade, including inverts, sizes and capacities.

- C. You, your Construction Manager/Consultant, or the Architect/Engineer of Record shall secure all governmental permits, licenses or other approvals required for the project. Although we may assist you in securing those permits and approvals which pertain to the building design and construction, the cost of any fees or licenses levied by governmental agencies in connection with the issuance of any permits or approvals shall be paid directly by you or your Construction Manager/Consultant.
- D. You shall also retain at your expense specialized consultants, and testing agencies, and any others that we shall mutually agree are necessary to provide services required for the project. In addition to the following specialized consultants, such additional consultants may be identified within the Attachment describing the Scope of Work for specific elements of the Program.
1. A geotechnical consultant(s) to advise us in all matters related to subsurface conditions, seismic design criteria, and foundation design requirements. The specific services required of a geotechnical engineer may be established in the Attachments to this Agreement.
 2. A hazardous materials consultant to advise you in all matters related to the potential presence and removal of asbestos or other hazardous materials on the property. Additional specific requirements for such consultant may be established in the Attachments to this Agreement.
 3. Testing agencies (independent from any contractor) for the testing and inspection of concrete or structural steel work and for other chemical or technical tests as our services, the execution of the work, or local regulations may require.

Such consultants and testing agencies must be amply qualified and equipped to perform the services for which they are retained. To the extent that we may assist any such consultant or testing agency in the performance of their services, our involvement shall not in any way relieve them of their responsibilities or result in our being responsible for their services.

- E. It is further understood that we shall rely on the foregoing and that our services do not include any responsibility for the accuracy or completeness of any information or services furnished us under this Agreement or for the checking or validating of same. In addition, all such information and services shall be timely so that we can proceed with the performance of our services in a proper and orderly manner without rework or delay.

- F. You shall provide or cause the Contractor(s) to provide adequate insurance coverage for claims arising out of the construction and the Contractor's warranty period. Coverages shall include Comprehensive General Liability and Owner's Protective Liability, and we shall be included as an additional insured under those policies. UPI shall be insured adequately to cover their liability in this contract and provide a copy of the insurance certificate to SOM.
- G. You shall provide any additional information identified as required within the Attachments to this Agreement.

VII. TERMINATION

Either of us shall have the right at any time hereafter to terminate this Agreement effective upon ten (10) days written notice to the other. In the event of termination for any reason, including an estimate of construction costs or bids of contractors exceeding the budget established by you or your subsequent revisions thereto, we are to receive and accept as full payment for our services performed prior to such termination the amounts due us under this Agreement as of the effective date of termination. In addition, if you shall give such notice in the absence of material breach by us, we are to be paid for any expense reasonably incurred by us as a result of such termination.

If for any reason we do not complete all services contemplated hereunder, we cannot and you will not hold us responsible for the accuracy or workability of any plans, drawings, or specifications prepared by us issued other than that purpose for which they were originally intended should such documents or any part thereof be used by you or any other party.

VIII. OWNERSHIP OF DOCUMENTS

All drawings, specifications, computer programs including data generated from such programs and other documents prepared by us shall remain our copyrighted property under U.S. law, whether or not the project is constructed in part or in whole. However, upon your request and at your expense, we shall supply you with transparencies for making reproductions of working drawings and with a set of technical specifications for your use in connection with the project. Such drawings and specifications shall not be used by you or others, in part or in whole, for any other project, for additions to this project or for the completion of this project should our services under this Agreement be suspended or terminated, except by written agreement with us and, if applicable, our consultants.

This Agreement has been written in both the English and Russian Languages, and both of the documents carry the legal power.

IX. ASSIGNMENT

This Agreement shall not be assigned by either of us without the written consent of the other. A change in our membership of one or more partners shall not constitute an assignment.

Carolina Y. C. Woo, Partner, Skidmore, Owings & Merrill

Dr. F.K. Yazdi, President, United Persons, Inc.

Mr. Anatoly A. Korolev, President, Sakhalin Int'l. Airport

ACKNOWLEDGED AND AGREED BY:

Mr. Vladislav Rukavets, Vice Governor, Sakhalin Region

Mr. Igor P. Farkhutdinov, Mayor, Yuzhno-Sakhalinsk City

Mr. Victor Sergevich Aksyutin
Head of International Department Aeroflot, CAA, Air Traffic

Mr. Valery Petrovich Zhavoronko
Russian Ministry of Transport, State Project Institute

Mrs. Svetlana Tverdomed
Deputy of Foreign & Economic Relations Department

Mr. Pavel Nickolaevich Zhebo, Head of Dalaeroproject

Mr. Vitaliy Belagortsev, Head of Farmatsiya Organization

Ms. Natalia Onischenko
Head of Government Environmental Organization

Mr. Sergey Ivanovich Kastornov
Chairman, Government Foreign Economic Relation Department

Mr. Valery Kordov, Chief of Government Construction Division

Mr. Evgeny Ivanovich Zvonkov
Vice President Sakhalin Int'l. Airport


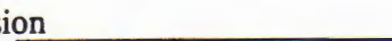
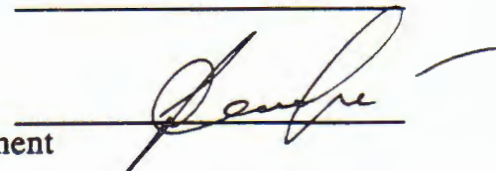
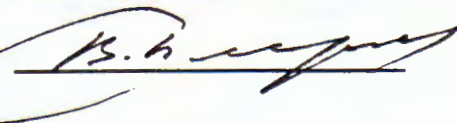
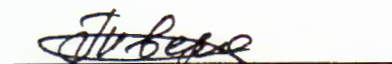
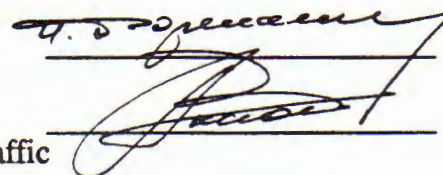
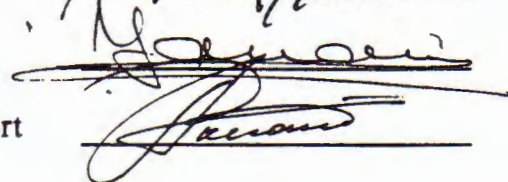
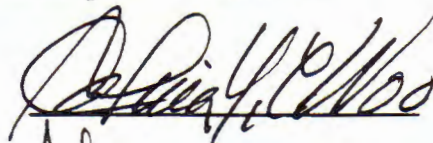


Exhibit A Outline of Scope Development Procedure
Exhibit B List of Supplemental Services
Exhibit C Indemnification
Exhibit D SOM Billing Rates
Exhibit E Payment Schedule

Attachment One Phase I International Passenger Terminal Scope of Work and
Compensation

**YUZHNO SAKHALINSK AIRPORT
PHASE 1 TERMINAL**

**EXHIBIT A
OUTLINE OF SCOPE DEVELOPMENT PROCEDURE**

The following outlines the general procedure for the "Scope Development" process:

1. A Construction Manager/Consultant is retained by you on a fee basis to provide consultation to you and us on construction related matters during the development of the Design, Scope, and Construction Documents and to be responsible for the management of the construction work. The Construction Manager/Consultant shall also be responsible for the preparation of all cost estimates including the establishment of a construction cost budget, the pricing of alternative schemes and the estimating of probable construction costs at various stages.
2. After your approval of the Schematic Design Documents and the construction cost budget, we shall prepare Scope Documents which may consist of design sketches, in-progress Construction Documents (working drawings and technical specifications) or other supplementary information to define the design concept and the general size, nature and complexity of the individual parts of the project. Such documents may be issued to the Construction Manager/Consultant by major trade subdivisions in accordance with an agreed upon schedule and content to permit the Construction Manager/Consultant to enter into preliminary negotiations with various subcontractors for the individual trades or parts thereof.
3. While the negotiations with the subcontractors may be based on a combination of the Scope Documents, the subcontractors' proposals and memoranda or schedules defining the work, the actual construction will be based on more fully complete Construction Documents, or parts thereof, issued sequentially as required for construction. Such documents will be supplemented by shop drawings for the various materials, equipment or systems submitted by the various subcontractors. It is understood that such subcontracts shall be awarded by you based on a determination that each subtrade or supplier's cost proposal is within the general range of the schedule of values for the major subtrades established in the approved construction cost budget and on the basis of the need to award contracts to meet the project construction schedule.
4. If, as a result of a purchase of a manufactured product, material or system based on the Scope or in-progress Construction Documents, changes are required to the Construction Documents, we and the Architect/Engineer of Record shall make reasonable revisions to the final Construction Documents to incorporate those changes which affect other trades, or adjoining products, materials or systems, provided that the manufactured product, material or system purchased is reasonably inferable from the documents previously prepared and issued by us. It shall also be understood that the original details shown on the Construction Documents need not be redrawn to reflect changes in profiles, internal connections or materials which do not affect the installation of those materials since shop drawings, prepared by the manufacturer or fabricator, will be used for construction purposes.

Skidmore, Owings & Merrill
YUZHNO SAKHALINSK AIRPORT
PHASE 1 TERMINAL

EXHIBIT B
SUPPLEMENTAL SERVICES

1. Assist with the promotion, publicity, public relations, or review and approval processes for the project, including preparing special drawings, brochures and related documents required by you or your representatives, making presentations, and attending special meetings.
2. Prepare for and appear on your behalf in connection with any administrative or regulatory hearings, arbitration, or litigation respecting any matters affecting the project.
3. Revise Design or Construction Documents to incorporate changes resulting from revisions to the program of requirements for the project, or revisions to an established budget, or because of the purchase or selection of materials or systems which are incompatible with, or not reasonably inferable from, the documents previously prepared by us.
4. Prepare or review a special form of General and Supplementary Conditions for the project.
5. Provide services in connection with future facilities, systems and equipment which are not intended to be constructed as part of the initial construction phase.
6. Assist in the testing, adjusting, or balancing of any equipment or system and/or the training of personnel to operate or maintain any equipment or systems.
7. Assist the Contractor(s) in their preparation of operation and maintenance manuals for the mechanical and electrical equipment and systems.
8. Prepare a comparative engineering analysis of energy consumption and operational and capital costs for alternative HVAC systems, energy sources or building envelopes.
9. Assist in the review and specification of specialized building automation systems.
10. Prepare a record set of drawings and specifications from marked-up prints and other documents furnished to us by the Contractor(s) indicating significant changes which occurred during construction.
11. Design or select a graphic system for interior or exterior identification and directional signs required for the project. Such services may include: preparing layouts or mock-ups of signs; preparing construction documents for graphic materials; estimating the probable cost of the graphics; and coordinating the selection, purchase and installation of such items.
12. Construct or assist in the preparation of graphic renderings or the construction of a special scale model(s) of the project for your use in presentations or marketing of the project.
13. Provide services involving the use of our in-house computer for special design or drafting applications or for special analytical analyses which are not part of our Basic Services outlined under Section I-A.
14. Prepare special planning or other documents showing typical tenant standard details or descriptive information for: reflected ceilings & door frames, and hardware; partitioning; mechanical and electrical distribution systems or similar items.

15. **Masterplanning Supplemental Services**

- a. **Coordinate and monitor the services provided by all other consultants to the client in consultation with the client's project manager.**
- b. **Attend meetings as necessary in order to progress the Phase 1 and 2 Masterplan.**
- c. **Arrange and chair design team meetings: issue agendas and minutes, attend other meetings as appropriate or as required by the client's Project Manager.**
- d. **Issue monthly production information program after coordination with other consultants.**
- e. **Calculate development and/or plot ratios, infrastructure land use areas and all other such areas required by the client.**
- f. **Establish with other consultants any off-site infrastructure or services necessary to implement the proposed development.**
- g. **Advise on the carrying out and results of special surveys, investigations or model tests.**
- h. **Coordinate where necessary specific site studies on such subjects as topographical survey, services, review, environmental impact studies, highway studies, geological surveys.**
- i. **Supply all necessary graphics and information to enable a final Master Plan to be produced and updated.**

16. **To the extent agreed upon, provide any other services not otherwise included within our Basic Services under Section 1-A.**

Skidmore, Owings & Merrill

**YUZHNO SAKHALINSK AIRPORT
PHASE 1 TERMINAL**

**EXHIBIT C
INDEMNIFICATION CLAUSE**

To the fullest extent permitted by United States law, the Contractor shall indemnify and hold harmless the Owner and Skidmore, Owings & Merrill, and their respective consultants, and the directors, officers, partners, employees and agents of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is jointly caused in part by the negligent act or omission of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist as to a party or person described in this clause.

In claims against any person or entity indemnified under this clause by any employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this clause shall not extend to the liability of Skidmore, Owings & Merrill and its consultants and agents, and employees of any of them arising out of the preparation of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or the giving of or the failure to give directions or instructions by Skidmore, Owings & Merrill and its consultants, and agents or employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

Skidmore, Owings & Merrill
YUZHNO SAKHALINSK AIRPORT
PHASE 1 TERMINAL

EXHIBIT D
STANDARD BILLING RATES

as of October 1, 1992

San Francisco, California

Tech Employees

Group A	U.S.\$ 45/hour
Group B	60/hour
Group C	70/hour
Group D	85/hour
Group E	95/hour
Group F	105/hour
Associates	120/hour
Associate Partners	145/hour
Partners	185/hour
SOM Computer Time	40/hour

All Technical Employees (Architects, Engineers, etc.) are assigned groups based on their education, experience, and responsibilities.

The hourly billing rates listed herein shall be in effect through September 30, 1993 and may be amended annually thereafter.

Skidmore, Owings & Merrill
YUZHNO SAKHALINSK AIRPORT
PHASE 1 TERMINAL

EXHIBIT E
PAYMENT SCHEDULE for ATTACHMENT 1

For already completed Master Plan Concept Feasibility Study excluding Consultants	U.S.\$350,000
Day One (15% payment of Phase 1 U.S.\$540,000)	U.S.\$ 81,000
Week Four (25% payment of Phase 1 U.S.\$540,000)	U.S.\$135,000
Week Eight (25% payment of Phase 1 U.S.\$540,000)	U.S.\$135,000
Week Twelve (25% payment of Phase 1 U.S.\$540,000)	U.S.\$135,000
Week Sixteen (10% payment of Phase 1 U.S.\$540,000)	U.S.\$ 54,000

SUBJECT TO REVISION IF SCHEDULE IS ACCELERATED.

**MASTER ARCHITECT/ENGINEER SERVICES FOR THE SAKHALIN REGION
DEVELOPMENT AVIATION AND TOURISM PROGRAM AT YUZHNO
SAKHALINSK AIRPORT**

**ATTACHMENT NO. ONE: Phase I International Passenger Terminal Scope of Work
and Compensation**

Page 1

This Attachment No. One (001) to our Agreement dated effective June 6, 1992, establishes modifications to the Agreement to include an expanded scope of work related to the Phase I International Passenger Terminal (this project), as follows:

1. Section 1A.2.A. Master Plan Architect/Engineer Services, of our Agreement, is modified as follows:
 - a. Skidmore, Owings & Merrill (SOM), shall serve as the Master Architect/Engineer for preparation of design and construction documents for the construction of this project. In that role, SOM shall prepare Schematic Design Documents, Scope Documents, and Preliminary Construction Documents, and provide support during the Bidding period, as described in our Agreement.
 - b. Programming: SOM shall consult with United Persons International (UPI) and prepare a program of requirements for this project based on information furnished by you or your representatives and consultants. The program shall detail your space requirements, the interrelationships of project components and organizational subdivisions, special equipment and systems, flexibility or constraints, needs for future expansion or phasing, site requirements, and other pertinent data. If all information is available, this phase is anticipated to last up to four weeks following authorization to proceed. This program should include definition of the following elements:
 - 3-gate international terminal (with expansion capability)
 - Parking for existing domestic and the new Phase I international terminal
 - Phase I cargo area
 - Hotels
 - Phase I terminal and support facilities
 - c. Project Master Planning: Based on the description of requirements and other information supplied by you and your consultants, analysis of future space requirements; zoning and building code requirements (provided by the local architect of record), physical characteristics of the site, traffic flow, site access and parking requirements, utility services and other factors pertinent to the development of the project. On the basis of this analysis, preparation of a detailed masterplan for Phase I of the project consisting of a land use plan, vehicular and pedestrian circulation networks, a landscape and open space concept, parking and building massing, and a conceptual infrastructure plan. During this phase a site visit (under separate Agreement) and an initial appraisal would occur to review key topographical information and service restrictions to the site. This task is

**MASTER ARCHITECT/ENGINEER SERVICES FOR THE SAKHALIN REGION
DEVELOPMENT AVIATION AND TOURISM PROGRAM AT YUZHNO
SAKHALINSK AIRPORT**

**ATTACHMENT NO. ONE: Phase I International Passenger Terminal Scope of Work
and Compensation**

Page 2

anticipated to last up to 6 weeks and could partially overlap the programming phase.

2. Section 1.A.4.C is modified to define the "Base Building" for this project as follows:
 - a. **Base Building:** The definition of "Base Building" shall consist of the shell and core portions of the building(s) and shall include: the structural system; the exterior building envelope; the core element containing the elevators, exit stairs, duct and pipe shafts, telephone and electrical closets and toilet rooms; the mechanical/electrical equipment areas and the vertical distribution of the mechanical/electrical systems; truck docks and service areas; basement levels used for parking and building services; elevator and mechanical equipment penthouses; finished public lobbies; and site layout and civil work. The scope of work for interior fit-out of the project, including all tenant improvement work and tenant standards for the casino, restaurant, airline lounges, and retail shops cannot be accurately defined without further consultation with you and potential tenants, which is anticipated to occur during Schematic Design. Therefore, the "Base Building" excludes all interior fit-out and tenant improvements, and SOM will provide design services related to interior fit-out as a Supplementary Service.
3. Section IV.B is modified for this project to require a complete and accurate legal description and certified land survey at a scale acceptable to us of the parcel or parcels designated to serve as the project site. Such survey shall be provided to us from the Sakhalin Government, The City of Yuzhno Sakhalinsk, or an independent firm of U.S. surveyors acceptable to SOM prior to the commencement of Schematic Design.
4. UPI shall separately retain the firm of Dalaeroproect, which is qualified to practice architecture and engineering within Sakhalin, to serve as the Architect/Engineer of Record for this project.
5. The draft schedule attached as Exhibit A shows the approximated schedule for the performance of SOM services, assuming receipt of an Authorization to Proceed by the date indicated for the beginning of Programming.

**MASTER ARCHITECT/ENGINEER SERVICES FOR THE SAKHALIN REGION
DEVELOPMENT AVIATION AND TOURISM PROGRAM AT YUZHNO
SAKHALINSK AIRPORT**

**ATTACHMENT NO. ONE: Phase I International Passenger Terminal Scope of Work
and Compensation**

Page 3

6. UPI shall compensate SOM for its Basic Services for this project a fee excluding reimbursable expenses as shown below:

	<u>Task</u>	<u>Fee Basis</u>	<u>Fee Amount</u>
I.a.	Completed Master Planning/ Concept Feasibility Study (excluding consultants)		US\$350,000.00
II.a.	Programming	Lump Sum	US\$ 45,000.00
II.b.	Project Master Planning	Lump Sum	US\$115,000.00
II.c.	Schematic Design	Lump Sum	US\$160,000.00
II.d.	Scope Development	Lump Sum	US\$220,000.00
II.e.	Construction Documents and Bidding Support	Lump Sum	To Be determined

Master planning will be completed for all area within the terminal area as defined in the site diagram attached as Exhibit B. The fee for items a. Programming, c. Schematic Design, and d. Scope Development, apply only to design of the Phase I Terminal Building. At the completion of the Project Master Planning task, a final scope of work will be defined for the associated entrance roads, curbside, parking areas, site utility extensions, and site civil layout. The scope of work for SOM for these facilities and associated fee will be proposed at that time, and services performed as Supplementary Services.

7. UPI shall establish an allowance for payment to SOM of reimbursable expenses which are estimated as follows:

a.	Reimbursable Expenses	Reimbursable Budget Allowance at 10%	US \$54,000.00
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b. Master Planning Feasibility Consultants to follow.

**MASTER ARCHITECT/ENGINEER SERVICES FOR THE SAKHALIN REGION
DEVELOPMENT AVIATION AND TOURISM PROGRAM AT YUZHNO
SAKHALINSK AIRPORT**

**ATTACHMENT NO. ONE: Phase I International Passenger Terminal Scope of Work
and Compensation**

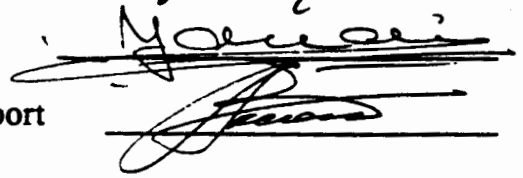
Page 4

All other terms and conditions of our Agreement shall remain in full force and effect. Please execute the attached counterpart of this letter and return it to us for our records; whereupon this Attachment will become binding in accordance with its terms and may be altered only in writing.

Carolina Y. C. Woo, Partner, Skidmore, Owings & Merrill



Dr. F.K. Yazdi, President, United Persons, Inc.



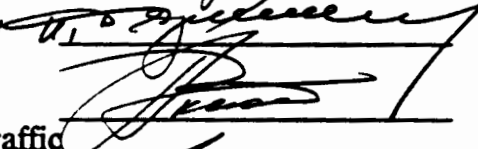
Mr. Anatoly A. Korolev, President, Sakhalin Int'l. Airport

ACKNOWLEDGED AND AGREED BY:

Mr. Vladislav Rukavets, Vice Governor, Sakhalin Region

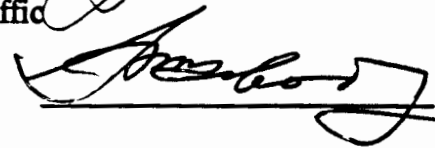


Mr. Igor P. Farkhutdinov, Mayor, Yuzhno-Sakhalinsk City



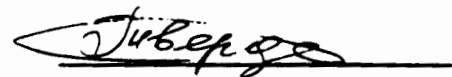
Mr. Victor Sergevich Aksyutin

Head of International Department Aeroflot, CAA, Air Traffic



Mr. Valery Petrovich Zhavoronko

Russian Ministry of Transport, State Project Institute

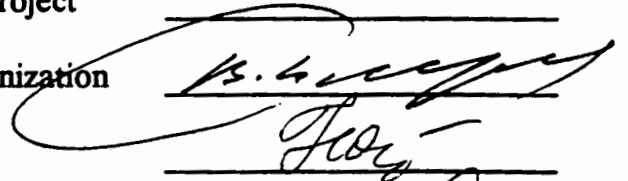


Mrs. Svetlana Tverdomed

Deputy of Foreign & Economic Relations Department

Mr. Pavel Nickolaevich Zhebo, Head of Dalaeroproject

Mr. Vitaliy Belagortsev, Head of Farmatsiya Organization

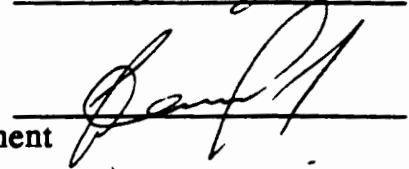


Ms. Natalia Onischenko

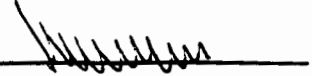
Head of Government Environmental Organization

Mr. Sergey Ivanovich Kastornov

Chairman, Government Foreign Economic Relation Department



Mr. Valery Kordov, Chief of Government Construction Division



Mr. Evgeny Ivanovich Zvonkov

Vice President Sakhalin Int'l. Airport



AGREEMENT

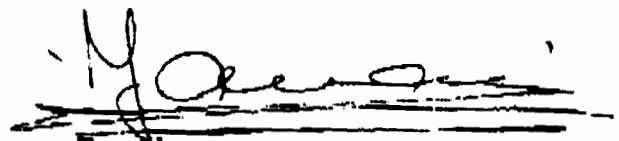
between SA "Sakhalin International Airport" and United Person's Inc. about jointly cooperating in preparing a project for Sakhalin International Airport.

The Stock Company of Sakhalin International Airport (SIA) represented by the President, Mr. A. A. Korolev, one party, and United Person's Inc. (UPI) which is a partner of SIA, represented by the President, Dr. F.K.Yazdi, who at the same time is the Vice President of SIA, the other party, undersigned the following Agreement:

1. Both parties, SIA and UPI, agree that they will act as the contracting entity and project management entity for preparation of the feasibility study and the business plan, and any other consolidated project for Yuzhno-Sakhalinsk International Airport. The documentation will be owned by SIA.
2. SIA is obligated to present all the necessary information for preparing the documentation which is listed in No. 1 above.
3. UPI is engaged in the direct work of the project with the consultants, compiling the organization, controlling the stages of the compiling of the documentation, and overseeing the conditions of the contract with the consultants, including SOM.
4. SIA is responsible for the total payments and expenses for the project's fulfillment, including the business plan and the consolidated documentation. In case of inability to meet the deadline for payment of the bills for compiling of the documentation, UPI will pay such bills, in return UPI will be paid by SIA in the form of equivalent value of stock shares of SIA or other sources.
5. Disagreements between the parties in the undersigned Agreement will be solved in a court qualified to handle this Agreement.
6. The Agreement has been written in both the English and Russian languages, and both of the documents carry the legal power.



President of Stock Company
Sakhalin International Airport
A. A. Korolev

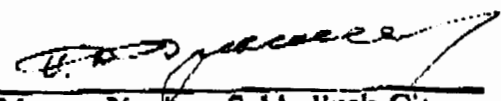


President
United Person's Incorporated
Dr. F. K. Yazdi

ACKNOWLEDGED AND AGREED BY:



Vice Governor of Sakhalin Region
Vladislav Rukavets




Mayor, Yuzhno-Sakhalinsk City
Igor P. Farkhutdinov

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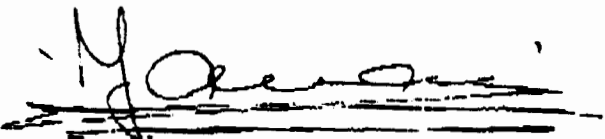
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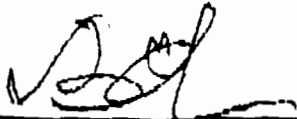


President of Stock Company
Sakhalin International Airport
A. A. Korolev

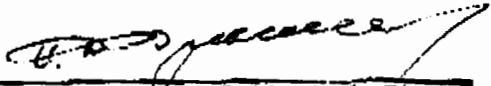


President
United Person's Incorporated
Dr. F. K. Yazdi

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Vice Governor of Sakhalin Region
Vladislav Rukavets



Mayor, Yuzhno-Sakhalinsk City
Igor P. Farkhutdinov

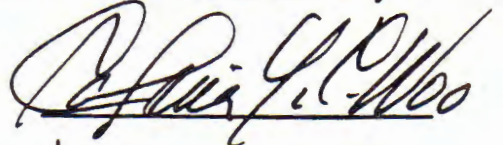
**MASTER ARCHITECT/ENGINEER SERVICES FOR THE SAKHALIN REGION
DEVELOPMENT AVIATION AND TOURISM PROGRAM AT YUZHNO
SAKHALINSK AIRPORT**

**ATTACHMENT NO. ONE: Phase I International Passenger Terminal Scope of Work
and Compensation**

Page 4

All other terms and conditions of our Agreement shall remain in full force and effect. Please execute the attached counterpart of this letter and return it to us for our records; whereupon this Attachment will become binding in accordance with its terms and may be altered only in writing.

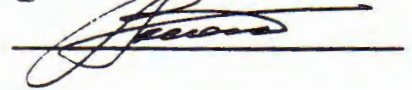
Carolina Y. C. Woo, Partner, Skidmore, Owings & Merrill



Dr. F.K. Yazdi, President, United Persons, Inc.

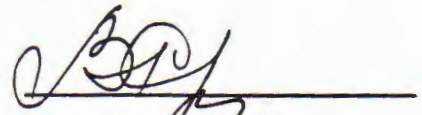


Mr. Anatoly A. Korolev, President, Sakhalin Int'l. Airport



ACKNOWLEDGED AND AGREED BY:

Mr. Vladislav Rukavets, Vice Governor, Sakhalin Region

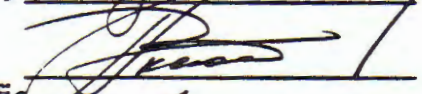


Mr. Igor P. Farkhutdinov, Mayor, Yuzhno-Sakhalinsk City



Mr. Victor Sergevich Aksyutin

Head of International Department Aeroflot, CAA, Air Traffic



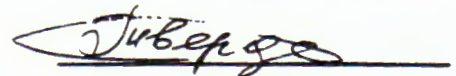
Mr. Valery Petrovich Zhavoronko

Russian Ministry of Transport, State Project Institute



Mrs. Svetlana Tverdomed

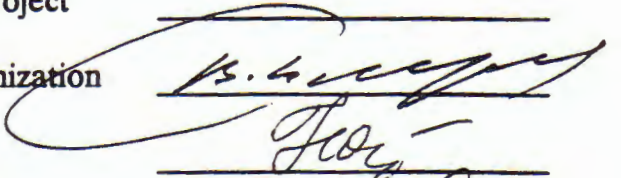
Deputy of Foreign & Economic Relations Department



Mr. Pavel Nickolaevich Zhebo, Head of Dalaeroproject




Mr. Vitaliy Belagortsev, Head of Farmatsiya Organization



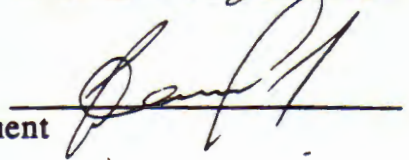
Ms. Natalia Onischenko

Head of Government Environmental Organization



Mr. Sergey Ivanovich Kastornov

Chairman, Government Foreign Economic Relation Department



Mr. Valery Kordov, Chief of Government Construction Division



Mr. Evgeny Ivanovich Zvonkov

Vice President Sakhalin Int'l. Airport

