

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 ARNOLD & PORTER	2. Registration No. 1750
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3. Name of foreign principal Canadian Meat Council	4. Principal address of foreign principal 5233 Dundas Street Islington, Ontario M9B 1A6 CANADA
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5. Indicate whether your foreign principal is one of the following type:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input checked="" type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

Individual—State his nationality _____

6. If the foreign principal is a foreign government, state: **N/A**

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state: **N/A**

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

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

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

Trade association of Canadian meat packers that promotes the interests of its members.

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b) Is this foreign principal

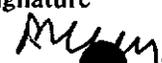
- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by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

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

We understand that the foreign principal is owned, directed, controlled and financed by the following foreign entities:

See Attachment A -- Membership List of the Canadian Meat Council

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. N/A

Date of Exhibit A Dec. 13, 1985	Name and Title Patrick F.J. Macrory, Partner	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. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
ARNOLD & PORTER	CANADIAN MEAT COUNCIL

Check Appropriate Boxes:

- The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

- Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Registrant will render advice on U.S. laws, regulations, policies and proposed legislation, such as S. 1629, that may affect or relate to imports of pork products from Canada, arising out of the countervailing duty investigation conducted by the U.S. Department of Commerce and the International Trade Commission on live swine and fresh, chilled and frozen pork from Canada. The fee for such representation is to be determined periodically, as set forth in the attached correspondence, based on usual hourly charges and other criteria for legal fees, plus out-of-pocket expenses. The duration of the agreement is indefinite.

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

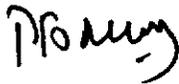
The Registrant has rendered and will render legal advice to the foreign principal with respect to U.S. laws, regulations, policies and proposed legislation, such as S. 1629, that may affect or relate to imports of pork products from Canada, arising out of the countervailing duty investigation conducted by the U.S. Department of Commerce and the International Trade Commission, and will engage in other activities as required in legal representation of the principal.

The Registrant engages and will engage in activities on behalf of the foreign principal that do not require registration under the Act. The Registrant is registering because some of its activities may require such registration.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
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 Registrant may engage in political activities on behalf of the foreign principal. The Registrant's activities may on occasion include communications on behalf of the foreign principal with Executive Branch officials, officials of government agencies, and with members of the U.S. Senate and House of Representatives and their staffs relating to legislation and actions of the Executive Branch and government agencies that may affect or relate to imports of pork products from Canada.

Date of Exhibit B	Name and Title	Signature
Dec. 13, 1985	Patrick F.J. Macrory, Partner	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

ARNOLD & PORTER

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TELEX: 89-2733

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WASHINGTON, D. C. 20036
(202) 872-6700

1700 LINCOLN STREET
DENVER, COLORADO 80203
(303) 863-1000

December 24, 1984

Mr. D. M. Adams
Canadian Meat Council
5233 Dundas Street, W.
Islington, Ontario
Canada M9B 1A6

Dear Mr. Adams:

This will confirm the basis upon which the Canadian Meat Council and its members have retained our firm. You have requested and we have agreed that Arnold & Porter will represent the Canadian Meat Council and its members in the countervailing duty investigation being conducted by the United States Department of Commerce and the International Trade Commission on live swine and fresh, chilled and frozen pork from Canada.

With respect to this matter, the Canadian Meat Council has agreed that it will pay for our legal services in accordance with our usual and customary charges for matters of this nature, based primarily upon the amount of time and effort spent on your behalf. As we have discussed, we request an initial retainer of \$10,000, and our statement in this amount is enclosed. Fees will be charged against this amount and further statements for our services will be sent to you on a monthly basis.

It is also understood that, in addition to the amounts to be paid us for our services, the Canadian Meat Council will reimburse Arnold & Porter for out-of-pocket expenses incurred on behalf of the Canadian Meat Council, including such items as travel expenditures and living expenses when out-of-town, taxi fares, long distance calls, duplicating costs, etc. Statements for these disbursements will be sent to you on a monthly basis.

ARNOLD & PORTER

Mr. D. M. Adams
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December 24, 1984

If the understanding set forth above is accurate and acceptable to you, we would appreciate your signing a copy of this letter and returning it to us. We look forward to working closely with you.

If you have any questions with respect to the foregoing, please do not hesitate to contact us.

Sincerely,

ARNOLD & PORTER

By: Robert Herzstein
Robert Herzstein

Lawrence A. Schneider
Lawrence A. Schneider

Accepted and Agreed to:

CANADIAN MEAT COUNCIL

By: D. M. Adams

Date: Dec. 28, 1984

MEMBER ROSTER
CANADIAN MEAT COUNCIL

REGULAR MEMBERS

ABATTOIR BOMIBEC INC.
ABATTOIR LA MAURICIE INC.
ABATTOIR LAURENTIDES INC.
ABATTOIR OUELLET INC.
ABATTOIR ST. JEAN LTEE.
AGINCOURT FOODS INC.
ALPINA SALAMI INC.
BILOPAGE INC.
BOUWILLONS CANADA (1977) LTEE.
F.G. BRADLEY INC.

CANADA PACKERS INC.

CAPITAL BEEF CORPORATION
CARDINAL MEAT SPECIALISTS LIMITED
CENTENNIAL PACKERS/DVORKIN LIMITED
LA CHAINE COOPERATIVE DU SAGUENAY
CHARCUTERIE ROY INC.
COORSH DU MULTIFOODS INC.
CORPORATION SALAISON MELROSE
CRABTREE MEAT PACKERS LTD.
DELFT BLUE FARMS
EAST-WEST PACKERS LTD.
EASTERN MEAT PURVEYORS (HALIFAX) LTD.
EDELWEISS FOOD PRODUCTS INC.
F.W. FEARMAN COMPANY LIMITED
FREYBE SAUSAGE MFG. LTD.
GAINERS INC.
HOFFMAN MEATS INC.
INTERCONTINENTAL PACKERS LIMITED
J & L MEATS COMPANY LIMITED
JACK FORGAN MEATS LTD.
LARSEN PACKERS LIMITED
MAGIC PANTRY FOODS INC.
OLIVIER BIENVENUE LTEE

LES BECQUETS
ST. LOUIS DE FRANCE
ST. ESPRIT
STE. PERPETUE
ST. HYACINTHE
SCARBOROUGH
LAVAL
QUEBEC, MAGOG
VILLE ST-GEORGES
TORONTO, WINNIPEG,
EDMONTON
TORONTO, MONTREAL, BRAMALEA,
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VANCOUVER
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ST. ANSELME
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MONTREAL
OTTAWA
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KITCHENER
SASKATOON, VANCOUVER,
SURREY
ST. BONIFACE
BERWICK
HAMILTON
ST. VALERIE

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689, rue Couves, Greenfield Park, Qué. J4V 1T7
514/672-3760

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 PETERBOROUGH PACKERS LTD.
 PILLER SAUSAGES & DELICATESSENS LTD.
 PRIMO FOODS LTD.
 PRODUITS LE BOUCAN INC.
 QUALITY MEAT PACKERS
 H. ST. JEAN ET FILS (1976) INC.
 LES SALAISONS BROCHU (LAFLEUR) INC.
 LES SALAISONS MILTON LTEE
 LES SALAISONS OLYMPIA LTEE
 J.M. SCHNEIDER INC.

SODOR INC.
 SUPREME PACKERS INC.
 SWIFT EASTERN
 TAILLEFER FOODS INC.
 TENDER LEAN BEEF INC.
 TURCOTTE & TURMEL/LEGRADE (DIV.CO-OP.FEDEREE)

UNOX INC.

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 INDIAN RIVER
 WATERLOO
 TORONTO, MONTREAL
 ST. JEAN
 TORONTO
 ST. HYACINTHE
 ST. HENRI
 STE. CECILE DE MILTON
 ST. SIMON
 KITCHENER, AYR, WINNIPEG,
 BURNABY
 LORETTEVILLE
 MONTREAL
 TORONTO
 ANJOU, MAGOG
 BURLINGTON
 VALLEE JONCTION,
 PRINCEVILLE
 MONTREAL, TORONTO, VANCOUVER

ASSOCIATE MEMBERS

ABATTOIR ST. VALERIEN INC.
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 BONAVENTURE FOOD BROKERS (1981) LTD.
 Z.L. BOCKNEK LTD.
 CANADIAN NATURAL CASINGS/CANADA COMPOUND(WESTERN)
 CANADIAN LIQUID AIR LTD.
 CANWORLD FOODS LTD.
 RONALD A. CHISHOLM LIMITED
 CLAVICLE INTERNATIONAL INC.
 CRYOVAC-W.R. GRACE & CO. OF CANADA LTD.
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 DEVRO CANADA LTD.
 FIRST SPICE MIXING (SALES CO.) CANADA LTD.
 FOODPRO NATIONAL INC.
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 INDUSTRIAL GRAIN PRODUCTS
 ITC CANADA
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 PROTEIN FOODS CANADA LIMITED
 RECTOR FOODS LIMITED
 REIMER EXPRESS LINES LTD.
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 UFL FOODS LTD.
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 LONDON
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 TORONTO
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 SCARBOROUGH
 MONTREAL
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 TORONTO
 TORONTO
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 TORONTO
 WINNIPEG
 TORONTO
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 MISSISSAUGA
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 REXDALE
 TORONTO
 DON MILLS