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MOTLEY

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EXB

Washington, D.C., July 6th, 1990

DEC 13 1990 14:09

Mr. Domingo Arroyo
S.A. San Miguel
Florida, 1, 8th floor
Buenos Aires, Argentina

Dear Mr. Arroyo:

This letter, prepared in three originals, confirms our understanding that L. A. Motley and Company, Inversur Financial Corporation and Aguirre, Gonzalez, Peirano y Asociados S.A. ("Consultant") will provide consulting services to S.A. San Miguel, Citrex S.A., Vicente Trapani S.A., Citrusvil S.R.L. and Citromax S.A.C.I. ("Contractor"), according to the following terms and conditions. Upon execution by Contractor, this letter will constitute a contract ("Contract") between Consultant and Contractor, effective July 1, 1990 .

1. Services to be provided. The Consultant will advise Contractor and make representations on Contractor's behalf in Argentina and the United States with respect to developments affecting the U.S. tariff on lemon juice, and to the effect that U.S. authorities will agree to reduce it.

Consultant will provide any necessary material with respect to the preparation of a request to negotiate a reduction in the U.S. tariff on frozen concentrated lemon juice. Consultant will develop economic and political arguments in support of this request.

Consultant will undertake to disseminate these arguments and appropriate supporting material to the various officials and agencies of the Argentine and U.S. Governments concerned with the Uruguay Round negotiations and specifically the tariff negotiations. These will include, in the U.S., officials of the Office of the U.S. Trade Representative, the Department of Commerce, the Department of State, the Department of Agriculture, the White House and such other agencies as may be appropriate and, in Argentina, of the Ministerio de Relaciones Exteriores, the Secretaria de Industria y Comercio Exterior, y the Secretaria de Agricultura, Ganaderia y Pesca.

Consultant also will undertake to disseminate these arguments and material to various elements of the U.S. Congress which will be concerned with this issue. Consultant will monitor Congressional reaction to and interest in a request for reduction in the subject tariff.

Consultant will contact various U.S. private interests likely to support a reduction in the subject tariff. These will include consumers of the relevant products and other groups or organizations likely to support this effort.

Consultant will contact other third country suppliers of the relevant products and seek their support, and will provide them with such information and material as necessary.

Consultant will provide such information and material as may be required during the course of the negotiation including the information that competent Argentine officials may require to prepare the Argentine presentation to the U.S. trade negotiators. This may include information with respect to U.S. negotiating requests.

Consultant will monitor the progress of the negotiations, advise Contractor of all relevant developments, and prepare and disseminate such additional materials as may be required by appropriate authorities in both countries.

2. Term. This Agreement has a term of twelve months beginning on July 1, 1990.

3. Payment for services.

a. Monthly payments: For the services provided, the Contractor will pay the Consultant the sum of US\$ 2,500 (two thousand five hundred dollars) per month, net of any Argentine taxes or fees. The first payment of US\$ 2,500 (two thousand five hundred dollars) is due by July 15, 1990, and subsequent payments of US\$ 2,500 (two thousand five hundred dollars) shall be due on the first day of each succeeding month, thereafter.

b. Success fee: In addition to the monthly fees mentioned above, Contractor will pay Consultant a success fee in the amount of US\$ 160,000 (one hundred sixty thousand dollars) within 15 days of the date of publication in the Federal Register of tariff reductions on lemon juice imports from 9,25 cents/liter to 5,55 cents/liter or an equivalent value expressed in "ad valorem" tariffs on a percentage basis. If a reduction higher than 40% occurs, the amount of the success fee will increase proportionally. In no case, however, shall it be higher than US\$ 400,000 (four hundred thousand dollars).

As an example of how to calculate the success fee, the following table is presented:

<u>Value of new tariff</u> (cents/liter)	<u>Success fee</u> (US\$)
over 5,55	0
5,55	160,000
4,625	200,000
3,70	240,000
	maximum of 400,000

In the event that the current tariff is replaced by an "ad valorem" tariff set as a percentage of the price, the success fee will be calculated at a rate of US\$ 0.20 (twenty cents) per liter.

c. Other expenses: The Contractor will reimburse the Consultant for all reasonable travel, living, and out-of-pocket expenses incurred in performing services in connection with this Contract and approved in advance by the Contractor. Such expenses will be billed to the Contractor monthly and will be due fifteen days after receipt. Expenses incurred in Argentina and payable by the Consultant in Argentine currency will be reimbursed by the Contractor in Argentine currency, corrected by the variation of the consumer price index, between the dates of expense and reimbursement.

4. Other provisions:

a. The Consultant will respect the confidentiality of any confidential information provided by the Contractor.

b. The Consultant will provide services to clients other than the Contractor during the term of this Contract, but the number of such other clients will be limited, and the Consultant will undertake all reasonable precautions to ensure that services provided to other clients do not conflict with the services provided to the Contractor.

5. Jurisdiction:

This Contract shall be governed by Argentine law and both parties shall submit to the non-exclusive jurisdiction of both the courts of the Federal Capital of Argentina, and the State of New York in the United States.

If the foregoing conforms to your understanding of our agreement, please so indicate by signing both originals below. One executed original should remain with the Contractor. Please return the second original to me for retention in our files.

Sincerely,

(signed)
L. A. Motley and Company
Inversur Financial Corporation
Aguirre, Gonzalez, Peirano y
Asociados S.A.

Approved and accepted by:

(signed)
S.A. San Miguel
Citrex S.A.
Vicente Trapani S.A.
Citrusvil S.R.L.
Citromax S.A.C.I.