

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.*

|   |   |                             |
|---|---|-----------------------------|
| 1. Name and address of registrant<br>Jellinek, Schwartz, Connolly & Freshman, Inc.<br>1015 15th Street, N.W., Suite 500, Washington, D.C. 20005 |   | 2. Registration No.<br>4345 |
| 3. Name of foreign principal<br>Agrimont s.r.l.   | 4. Principal address of foreign principal<br>Piazza della Repubblica 14/16<br>20124 Milano, Italy |                             |

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:
  - Partnership
  - Corporation
  - Association
  - Individual—State his nationality
  - Committee
  - Voluntary group
  - Other (specify)

6. If the foreign principal is a foreign government, state: Not applicable

- 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: Not applicable

- a) Principal address
- b) Name and title of official with whom 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

Manufacturer of agricultural chemicals

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.)

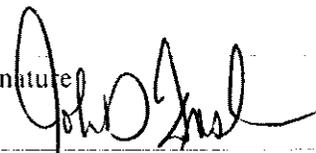
Agrimont s.r.l. is a subsidiary of Enichem, an Italian corporation

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.

Date of Exhibit A  
September 27, 1991

Name and Title  
John D. Freshman, Executive  
Vice President

Signature



**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 triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

| Name of Registrant                            | Name of Foreign Principal |
|---|---------------------------|
| Jellinek, Schwartz, Connolly & Freshman, Inc. | Agrimont s.r.l.           |

Check Appropriate Boxes:

1.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2.  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 three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

The proposed Services Agreement with Agrimont s.r.l. by reason of which Registrant is an agent of Agrimont s.r.l. for receiving and processing correspondence from E.P.A., including data call-ins, Pesticide Registration Notices and Notices of Intent to Suspend and to receive E.P.A. maintenance fees invoices and coordinate the payment of the fees.

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

Registrant will receive and process correspondence from EPA, including data call-ins, Pesticide Registration Notices and Notices of Intent to Suspend and receive E.P.A. maintenance fee invoices and coordinate the payment of the fees. The Registrant also provides certain consulting services exempt under Section 3(d) as private and nonpolitical activities in furtherance of the bona fide trade or commerce of Agrimont s.r.l. as specified in Section 1 of the proposed Services Agreement attached hereto.

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

See response to Section 4, above, and Section 1 of the proposed Services Agreement attached hereto.

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

| Date of Exhibit B  | Name and Title                               | Signature   |
|--------------------|--|---|
| September 27, 1991 | John D. Freshman<br>Executive Vice President |  |

\*Political 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.

JELLINEK, SCHWARTZ,  
CONNOLLY & FRESHMAN, INC.

1015 15th Street, N.W., Suite 500  
Washington, D.C. 20005

Telephone (202) 789-8181  
Fax (202) 789-8243 / 789-8244

April <sup>26</sup> 24, 1991  
~~May 22, 1991~~

Messrs  
AGRIMONT s.r.l.  
Piazza della Repubblica 14/16  
20124 MILANO ITALY

Re: Services Agreement

This letter will serve as an Agreement between Agrimont s.r.l. (Agrimont), and Jellinek, Schwartz, Connolly & Freshman, Inc. (JSCF), whereby it is mutually agreed as follows:

1. Upon request by Agrimont, JSCF will perform the following consulting services to Agrimont:
  - o provide guidance for obtaining and maintaining pesticide registrations and tolerances (including Galben and chlozolate);
  - o interpret EPA policies and regulations as they relate to Agrimont's pesticide interests;
  - o provide guidance to Agrimont for complying with FIFRA requirements;
  - o receive and process correspondence from EPA, including data call-ins, Pesticide Registration Notices and Notices of Intent to Suspend; and
  - o receive EPA maintenance fees invoices and coordinate the payment of the fees.
2. The services of JSCF will be billed at prevailing hourly rates (as adjusted from time to time), currently US\$ 250 per hour for executive vice presidents, US\$ 180-185 per hour for vice presidents, and US\$ 60-175 per hour for professional staff. A surcharge in the amount of 1 percent of total monthly professional services fees will be assessed to cover

the cost to JSCF of domestic long-distance telephone/telefax, photocopying performed internally by JSCF, and U.S. postage. In order to cover JSCF's legal, financial, and administrative costs associated with retention of, and billing for, independent consultants, charges for such consulting services retained by JSCF on behalf of, and with the prior consent of, Agrimont will be invoiced at cost plus 15 percent. Other out-of-pocket expenses incurred by JSCF on behalf of Agrimont will be billed at cost (including, but not limited to, local travel, out-of-town travel, Federal Express or other overnight delivery, messenger and delivery services, word processing, external photocopying or graphics services, international telephone/telefax charges, and special supplies and resource materials).

JSCF will invoice Agrimont monthly to the following address:

AGRIMONT s.r.l.  
Via Fauser 4  
28100 NOVARA  
ITALY  
K.A.: Mr. A. Cini  
(SERVICES AGREEMENT DATED....)

indicating the bank to which the payments have to be made and giving proper details on the progress of the services.

Agrimont agrees to pay each JSCF invoice within forty-five (45) days of receipt.

3. In the event that Agrimont fails to pay to JSCF any fees payable hereunder within forty-five (45) days after the date of the invoice, such unpaid amount shall bear interest at the rate of 1.5 percent per month for each month or portion thereof following the expiration of such forty-five (45) days; provided, however, that nothing herein contained shall be construed or implemented in such a manner as to allow JSCF to charge or receive interest in excess of the maximum legal rate allowed by law. In the event it is necessary for JSCF to consult legal counsel or file suit with respect to any such unpaid fees, Agrimont shall pay any reasonable attorney's fees incurred by JSCF in connection therewith.

4. During the performance of this Agreement, it may be necessary for Agrimont to disclose to JSCF information that Agrimont regards as proprietary and/or confidential. JSCF agrees to maintain such information in confidence and to employ adequate and appropriate procedures to prevent its unauthorized publication and/or disclosure. JSCF will not use Agrimont's proprietary or confidential information for any purpose other than in the performance of this Agreement. JSCF also agrees to return, store, or destroy promptly, at Agrimont's request, any documents and copies containing proprietary or confidential information, including any working papers or any similar documents developed by JSCF. Information furnished to JSCF shall not be considered proprietary or confidential, and JSCF will incur no obligation with respect thereto, if such information (a) is available to the public or is general industry knowledge at the time of disclosure to JSCF, or subsequently thereto becomes so available or such general industry knowledge except as a result of breach of this Agreement, or (b) is acquired by JSCF from a third party (other than Agrimont, its agents, employees, or representatives, or persons acting on their behalf, or persons working or cooperating with Agrimont in connection with the matters described in Paragraph #1 above) having a bona fide right to disclose such information. Nothing in this Agreement shall prohibit JSCF from complying with a subpoena or other lawful process issued by a court or administrative agency acting within the scope of its jurisdiction, or from otherwise complying with applicable law, provided that JSCF shall notify Agrimont of any such subpoena or other lawful process immediately upon receipt thereof, and JSCF shall make known to the court or administrative agency the proprietary and/or confidential nature of the information being disclosed.
5. This Agreement may be terminated by either party upon thirty (30) days written notice. The obligations of secrecy and confidentiality set forth herein shall survive termination of this Agreement.
6. Agrimont understands that JSCF is an environmental consulting firm, not a law firm, and as such, JSCF is not authorized to practice law and does not represent that it does so.

7. JSCF is not an agent, employee, or legal representative of Agrimont and is not authorized to do business in Agrimont's name or to obligate Agrimont in any way.

If the above provisions are acceptable to you, please sign and return one copy of this letter.

Sincerely,

Steven D. Jellinek

SDJ/lj

Accepted

By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_