

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.

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, DC. 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 .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, DC. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC. 20503.

Name of Registrant

Name of Foreign Principal

Jellinek, Schwartz & Connolly, Inc.

ISAGRO s.r.l.
(formerly 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.

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

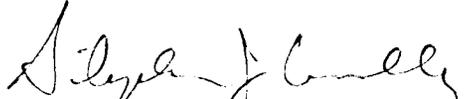
Registrant serves as an agent for ISAGRO s.r.l. to receive and process correspondence from the Environmental Protection Agency and to receive EPA maintenance fee invoices and coordinate the payment of fees.

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

Acting as agent to receive and process correspondence from EPA and to receive and coordinate payment of EPA invoices.

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.

| Date of Exhibit B | Name and Title | Signature |
|--------------------|--------------------------------|---|
| September 25, 1992 | Stephen J. Connolly, President |  |

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.

JELLINEK, SCHWARTZ & CONNOLLY, INC.

September 8, 1992

The President
ISAGRO S.r.l.
via Medici del Vascello
40/C
20138
Milano, ITALY

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Dear Sir:

This letter, which follows our discussions with Dr. Piccardi, will serve as an Agreement between ISAGRO and Jellinek, Schwartz & Connolly, Inc. (JSC), whereby it is mutually agreed as follows:

1. Upon written request by ISAGRO, JSC will perform consulting services with respect to matters of concern to ISAGRO.
 - provide guidance for obtaining and maintaining pesticide registrations and tolerances (including Galben and chlozolate);
 - interpret EPA policies and regulations as they relate to ISAGRO's pesticide interests;
 - provide guidance to ISAGRO for complying with FIFRA requirements;
 - receive and process correspondence from EPA, including data call-ins, Pesticide Registration Notices and Notices of Intent to Suspend; and
 - receive EPA maintenance fees invoices and coordinate the payment of the fees.

2. The services of JSC will be billed at the following prevailing hourly rates (as adjusted from time to time): US\$ 250 per hour for executive vice presidents, US\$ 190 to 195 per hour for vice presidents, and US\$ 60 to 180 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 JSC of domestic long-distance telephone and telefax charges, photocopying performed internally by JSC, and U.S. postage. In order to cover JSC's legal, financial, and administrative costs associated with retention of and billing for independent consultants, charges for such consulting services retained by JSC on behalf of and with the prior consent of ISAGRO will be invoiced at cost plus



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15 percent. Other out-of-pocket expenses incurred by JSC on behalf of ISAGRO 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 and telefax charges, and special supplies and resource materials).

JSC will invoice ISAGRO monthly to the following address:

ISAGRO
via Medici del Vascello
40/C
20138
Milano, ITALY

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

ISAGRO agrees to pay each JSC invoice within sixty (60) days of receipt.

3. In the event that ISAGRO fails to pay to JSC any fees payable hereunder within sixty (60) days after the date of the invoice, such unpaid amount shall bear interest at the rate of 1.0 percent per month for each month or portion thereof following the expiration of such sixty (60) days, provided, however, that nothing herein contained shall be construed or implemented in such a manner as to allow JSC to charge or receive interest in excess of the maximum legal rate allowed by law. In the event it is necessary for JSC to consult legal counsel or file suit with respect to any such unpaid fees, ISAGRO shall pay any reasonable attorney's fees incurred by JSC in connection therewith.

This Services Agreement shall be deemed to have been made, executed, and delivered in the District of Columbia, and shall be governed by and enforced in accordance to the laws of the District of Columbia.

4. During the performance of this Agreement, it may be necessary for ISAGRO to disclose to JSC information that ISAGRO regards as proprietary and/or confidential. JSC agrees to maintain such information in confidence and to employ adequate and appropriate procedures to prevent its unauthorized publication and/or disclosure. JSC will not use ISAGRO's proprietary or confidential information for any purpose other than in the performance of this Agreement. JSC also agrees to return, store, or destroy promptly, at ISAGRO's request, any documents and copies containing proprietary or confidential information, including any working papers or any similar documents developed by JSC. Information furnished to JSC shall not be considered proprietary or confidential, and JSC will incur no obligation with respect thereto, if such information is (a) available to the public or is general industry knowledge at the

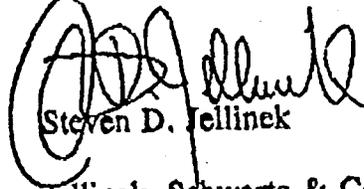
JELLINEK, SCHWARTZ & CONNOLLY, INC.

time of disclosure to JSC or subsequently thereto becomes so available or such general industry knowledge except as a result of breach of this Agreement, or (b) acquired by JSC from a third party (other than ISAGRO, its agents, employees, or representatives, or persons acting on their behalf, or persons working or cooperating with ISAGRO 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 JSC 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 JSC shall notify ISAGRO of any such subpoena or other lawful process immediately upon receipt thereof, and JSC 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. ISAGRO understands that JSC is an environmental consulting firm, not a law firm, and as such, JSC is not authorized to practice law and does not represent that it does so.
- 7. JSC is not an agent, employee, or legal representative of ISAGRO and is not authorized to do business in ISAGRO's name or to obligate ISAGRO in any way.

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

Sincerely,



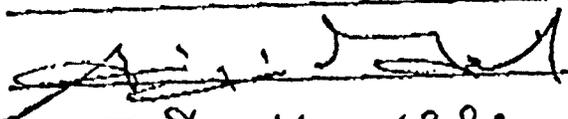
By: Steven D. Jellinek

For: Jellinek, Schwartz & Connolly, Inc.

SDJ/lj

Accepted

By: _____



Date: _____

Sept. 14, 1982

JELLINEK, SCHWARTZ & CONNOLLY, INC.