HILL AND KNOWLTON

Hill and Knowlton
Public Affairs Worldwide
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Washington, D.C. 20007
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May 18, 1987

Ir. A.A. M. Sweep
Director
Central Bureau of Fruit and Vegetable
Auctions in Holland
Javastraat 80
2585 AS Den Haag
The Netherlands

Dear Ir. Sweep:

This is to summarize the arrangement under which Hill and Knowlton, Inc. ("H&K") will serve the Central Bureau of Fruit and Vegetable Auctions in Holland ("Central Bureau or the Bureau") as public relations counsel.

As counsel, H&K will:

(a) Advise the management of the Central Bureau on public and government relations aspects of its policies and problems.

(b) Develop for approval and implementation, a program designed to achieve the Bureau's communications objectives.

(c) Provide professional staff services as may be required to help the Bureau carry out its program.

(d) All matters concerning fruit and vegetables will be reported directly to the Central Bureau of Fruit and Vegetable Auctions in Holland. Concerning paragraphs (a), (b) and (c), the Central Bureau of Fruit and Vegetable Auctions in Holland will direct H&K on its activities concerning fruit and vegetables.

The financial arrangements will be as follows:

Charges for the services of H&K will be made at standard hourly rates for participating officers and staff assistants as they are required to carry out the programs and activities approved. On a monthly basis, the Bureau will pay H&K a minimum of US $1,000.00, in advance, for services rendered under this agreement. Any staff time charges incurred in any month for the Bureau's account will be applied against this minimum, and any staff time charges incurred above the minimum will be billed at the regular rates.

The Bureau will reimburse H&K for all out-of-pocket disbursements made in the performance of its duties under this arrangement and will pay H&K a fifteen percent (15%) handling and administration fee on all such disbursements except for "routine" disbursements. Routine disbursements will be limited to travel, local messengers, in-house photocopying, and ordinary communications (telephone, telex and postage). All disbursements for materials, services and rights will be made by H&K as agent for the Bureau.

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Invoices for the monthly minimum, actual staff time, out-of-pocket expenses and handling fees will be submitted with specified due dates, and the Bureau will pay each invoice on or before its due date. In the event payment is not made in a timely manner, H&K will charge the Bureau a late payment penalty of 1-1/2% per month on any overdue and unpaid balance from the previous month(s).

In addition, H&K will have the right to suspend all work on the Bureau's account in the event that any invoice remains outstanding for a period of more than thirty (30) days. Further, H&K will be prepared to supply any supporting detail required by the Bureau's independent auditors. Authorization for projects and operating activities will be obtained in advance before commitments are made. The Bureau agrees to reimburse H&K for all expenses (including reasonable attorneys' fees) incurred in the collection of any overdue and unpaid balance.

H&K will maintain accurate records of all staff time work and all out-of-pocket expenditures incurred on behalf of the firm and, during the term of this agreement and for one year thereafter, the Bureau may examine such records upon reasonable notice and during normal business hours. It is understood that the foregoing does not include H&K salary data, overhead and other internal H&K costs or non-billable expenses.

H&K acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary information or data developed by H&K on behalf of the Bureau or disclosed by the Bureau to H&K.

It is understood that H&K cannot undertake to verify facts supplied to it by you or factual matters included in material prepared by us and approved by you. You agree to indemnify and hold harmless H&K from and against any and all losses, claims, damages, expenses (including reasonable legal expenses) or liabilities which H&K may incur (a) based upon information, representations, reports, data or releases furnished or approved by you or your representatives for use or release by H&K and/or (b) resulting from disputes between H&K and third parties related to and/or within the scope of this agreement except where attributable to H&K's failure to use due care. You also agree to reimburse H&K for time of staff and expenses (including legal expenses) reasonably incurred by us in connection with any litigation commenced or threatened against you (for example, in responding to a document subpoena).

Any failure by either party to exercise any rights contained in this agreement upon the occurence of any event or contingency set forth herein will not constitute a waiver of such rights upon the reoccurence of such event or contingency.

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H&K's appointment under this arrangement is to extend from June 1, 1987 to May 31, 1988 with an automatic renewal after which it will continue indefinitely unless either party gives 60 days' advance written notice of its desire to terminate or modify the agreement.

This agreement represents the entire agreement of the parties and may be amended only by a writing signed by all parties. It shall be governed by and construed in accordance with the laws of the District of Columbia.

Sincerely yours,

HILL AND KNOWLTON, INC.

Frank Nankiewicz
Managing Director -
Public Relations Division

AGREED AND ACCEPTED:

CENTRAL BUREAU OF FRUIT AND VEGETABLE
AUCTIONS IN HOLLAND

By: _____
A. A. M. Sweep
Director

Date: 2/7/1987

Hill & Knowlton, Inc.