HILL AND KNOWLTON

Hill and Knowlton, Inc.
International Public Relations Counsel
485 Lexington Avenue
New York, New York 10017
212-697-1200

Richard G. Hyde
Managing Director

July 15, 1988

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INTERNAL SECURITY
SECTION
REGISTRATION UNIT

Mr. Carlo Sama
Ferruzzi Finanziaria S.p.A.
Milan, Italy

Dear Mr. Michetti:

This will serve as the agreement between Hill and Knowlton, Inc. ("H&K") and Ferruzzi Finanziaria S.p.A. ("Client") pursuant to which H&K will serve Client as public relations counsel.

1. Services

As counsel, H&K will:

(a) Advise client management on public relations aspects of client's policies and problems;

(b) Develop for client's approval and implementation, a program designed to achieve client's communications objectives; and

(c) Provide professional staff services as may be required to assist client in the implementation of its program.

2. Charges

(a) At the time of signing of this agreement, client will pay H&K a non-refundable minimum deposit of $250,000 - U.S. towards work related to the CCC soybean issue. Depending on the duration or intensity of the assignment, H&K may require additional deposits in an amount which H&K estimates to correspond with anticipated staff time charges to be incurred. H&K will apply staff time charges against these deposits until accrued staff time charges equal said deposits. Any additional H&K staff time charges will be billed at the completion of the assignment.

(b) In addition to staff time charges, Client will pay H&K the cost of all materials, services and rights obtained by H&K from third party suppliers on Client's behalf, plus a 15 percent handling and administration fee on all such disbursements. In obtaining such materials, services and rights, H&K will act as agent for Client as disclosed principal.

(c) Client acknowledges that H&K's services in its behalf, may require H&K to render services in a crisis or similar situation requiring an unusual expenditure of time and/or effort by H&K personnel. In respect of any of the foregoing circumstances, H&K reserves the right to take such factors into account when determining its fees hereunder.

(d) Client will reimburse H&K for the cost of all routine out-of-pocket disbursements such as travel, local messengers, in-house photocopying and ordinary communications (telephone, telex and postage).

(e) From time to time, H&K may be called upon to assist client in connection with litigation commenced or threatened against Client (for example, in responding to a document subpoena). It is understood that H&K will be entitled to staff time charges and reimbursement of expenses for services rendered to Client in connection with such matters.

(f) Client will reimburse H&K for time of staff and expenses incurred in order to comply on Client's behalf with the Foreign Agents Registration Act. It is understood that pursuant to such Act, H&K may be making reports of its activities to appropriate U.S. government regulatory agencies and that such reports will be available to the public.

(g) At the conclusion of this assignment, if Client and H&K determine to continue their relationship on the basis of a long-term (minimum one-year) arrangement, any unused portion of the original retainer fee or additional deposits will be applied to offset staff time charges incurred pursuant to such arrangement.

3. Billing

H&K will invoice client for its fee (net of deposits) and out-of-pocket expenses from time-to-time after the conclusion of the assignment. In the event payment is not made within thirty (30) days from receipt, H&K will be entitled to charge Client a late payment penalty of 1-1/2 percent per month on any overdue and unpaid balance. Client agrees to reimburse H&K for all expenses (including reasonable attorneys' fees and disbursements) incurred in the collection of any overdue and unpaid invoices.

4. Records

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

(b) H&K will provide detailed invoices, identifying reimbursable expenses, while maintaining the supporting documentation.

5. Confidentiality

M&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 or confidential information or data developed by M&K on behalf of client or disclosed by client to M&K. Notwithstanding the above, M&K's obligation to maintain the confidentiality of any such information that maintains in its possession or control, shall cease on the third anniversary of the termination of this agreement.

6. Indemnity

It is acknowledged that M&K cannot undertake to verify facts supplied to it by client or factual matters included in material prepared by M&K and approved by client. Accordingly, client agrees to indemnify and hold harmless M&K from and against any and all losses, claims, damages, expenses (including reasonable attorneys' fees and disbursements) or liabilities ("Damages") which M&K may incur (i) as a result of any materials, releases, reports or information supplied to M&K by or on behalf of client or prepared by M&K and approved by client prior to its dissemination or broadcast; and (ii) except when attributable to M&K's failure to use due care, resulting from disputes between M&K and third parties related to and/or within the scope of this agreement. Client shall similar indemnity and hold M&K harmless in respect to any damages arising out of the nature or use of client's products or services.

7. Termination

M&K's appointment under this agreement shall be effective as of July 15, 1989 and continue thereafter through the completion of the assignment. Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by client to M&K, M&K shall transfer, assign and make available to client all property and materials in its possession or control

You agree that you will not employ, hire or retain, as an employee, agent, independent contractor or otherwise, any person employed by us for a period of one year after termination of this agreement.

8. Governing Law

This agreement will be governed and construed in accordance with the laws of the State of New York.

If you are in agreement with the above, would you kindly sign both copies of this letter in the space provided for that purpose below and return one copy to us for our records.

Sincerely yours,

HILL AND KNOWLTON,

Date: July 15 1989

AGREED: CARLO SAMA

~~Mr. Roberto Michetti~~
Ferruzzi Finanziaria S.p.A.

Date:

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