

EXHIBIT A  
TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

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 Max N. Berry, 3213 O Street, N.W., Washington, D.C. 20007		2. Registration No. 2216
3. Name of foreign principal Federation du Commerce d'Exportation des Vins et Spiritueux	4. Principal address of foreign principal 13 rue d'Aguesseau 75008 Paris, France	

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
  - Committee
  - Voluntary group
  - Other (specify) \_\_\_\_\_
- Individual - State his nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state: N/A

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

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 SECTION  
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7. If the foreign principal is a foreign political party, state: N/A

a) Principal address

b) Name and title of official with whom the 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  
The promotion of French wine and spirits.

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

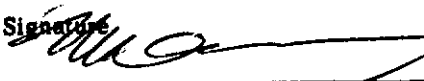
Subsidized in whole by a foreign government, foreign political party, or other foreign principal . . . . . Yes  No

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.)

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.

French wine and spirit producers

Date of Exhibit A 2/16/84	Name and Title Max N. Berry, Attorney	Signature 
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UNITED STATES DEPARTMENT OF JUSTICE  
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT  
Under the Foreign Agents Registration Act  
of 1938, as amended

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

Name of Registrant	Name of Foreign Principal
Max N. Berry Registration No. 2216	Federation du Commerce d'Exportation des Vins et Spiritueux

Check Appropriate Boxes:

- The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- 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 two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- The agreement or understanding between the registrant and 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.

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 REGISTRATION UNIT

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


To represent, as a lawyer, the French wine exporters federation in a countervailing duty investigation now pending before the Department of Commerce and the International Trade Commission.

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

Legal representations before the named government agencies to determine the nature of subsidies, if any, on French wine and to determine if any injury is being inflicted on the U.S. industry.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act? <sup>1/</sup> 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
2/15/84	Max N. Berry Attorney at Law	

<sup>1/</sup> 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.

FÉDÉRATION DES EXPORTATEURS  
DE VINS & SPIRITUEUX  
DE FRANCE

13, rue d'Aguesseau, 75008 PARIS - Tél. 266.37.20

Paris, le 8 Février 1984

Max N. BERRY

Law Offices

3213 O Street, N.W.

WASHINGTON, D.C. 20007

Etats Unis

N. Réf. JJB|mf

Dear Mister BERRY,

I am pleased to confirm you that the Board of our Federation has decided to appoint you as our representative in the "Countervailing Duty Case".

We are sending you back a copy of your contract duly firmed. Necessary has been done to transfer, before the end of this week, the first amount of 18 750 dollars to your account at First American Bank.

We hope that the first steps that you have undertaken in view of obtaining the reject of the complaint in "Countervailing Duty" will prove successful.

However it may be, we are prepared to face further developments of this case and rely upon your best cooperation in this respect.

With best regards, I remain.

The President



Jean Jacques BOUFFARD

P.J.

LAW OFFICES

**MAX N. BERRY**

3213 O STREET, N.W.  
WASHINGTON, D. C. 20007

TELEPHONE  
(202) 298-6134  
(202) 338-3017

CABLE "FORLAW"  
TELEX 248485 LAW UR

CONTRACT TO REPRESENT WINE AND SPIRITS FEDERATION OF FRANCE

This Agreement, dated January 31, 1984, is between the Wine and Spirits Federation of France, hereinafter referred to as the "Federation", and the Law Offices of Max N. Berry, located at 3213 O Street, N.W., Washington, D.C. The Agreement is to retain the personal services of Max N. Berry, Esq. as well as the services of the complete staff of his office, and potentially those of an outside firm of economists, to prepare fully and to defend French wine interests before the United States Department of Commerce and the International Trade Commission in a countervailing duty case which was filed on January 27, 1984 by the American Grape Growers Alliance for Fair Trade.

The Wine and Spirits Federation of France herein agrees to pay the Law Offices of Max N. Berry a maximum, flat-fee of \$75,000 to conduct this complete case before the United States Government including assisting in the preparation of questionnaires to be submitted to the Department of Commerce, the preparation of legal briefs, and other written materials, and to attend all meetings before the Department of Commerce and the International Trade Commission concerning this matter, including, but not limited to, public hearings which may be held in both forums.

The Law Offices of Max N. Berry agree to use their best efforts to perform diligent services in an attempt to convince the United States Government that imports of French table wine are not injuring, in a material way, nor are threatening such injury, to an American industry.

It is understood by the Wine and Spirits Federation of France that the maximum agreed to fee does not include necessary expenses/disbursements which include, but are not limited to, long distance telephone calls, copying and printing charges,

transportation to and from France, and other similar, related charges necessary to conduct this case in an admirable and hopefully successful manner. The maximum flat fee for the preparation and presentation of this entire case of \$75,000 specifically includes the services of a well respected economist firm.

It is understood that Mr. Berry will have the sole responsibility and authority for conducting this entire countervailing duty case in the manner which he deems to be in the best interests of the French wine industry. He will, on all occasions, seek and appreciate the advice of designated representatives of the French wine industry, importers of French wine and the agricultural and economic components of the French Embassy. In addition, he will fully cooperate with any other firm representing French wine with respect to the pending legislation in the Congress referred to as the "Wine Equity Act", or with respect to a separate antidumping proceeding filed on January 27, 1984.

In addition, the stated \$75,000 plus expenses maximum flat fee is, by definition, a maximum number and, if it is at all possible, the Law Offices of Max N. Berry will strive to conduct this case for a lesser amount.

It is agreed by the "Federation" that, upon the signing of this Agreement, the "Federation" will immediately transmit, at the beginning of this case, twenty-five percent (25%) of the maximum flat fee stipulated, or the amount of \$18,750 United States dollars. This may be sent directly by bank draft to the Law Offices of Max N. Berry or to the bank account of the Law Offices of Max N. Berry which is Account Number 3 221 733, First American Bank, 1058 Thomas Jefferson Street, N.W., Washington, D.C. 20007. After the initial payment of \$18,750 has been tendered, an additional amount of \$18,750, plus expenses, will be due and payable within three months of the commencement of this Agreement. The Law Offices of Max N. Berry will send the

"Federation" a bill for this amount plus expenses as a reminder at the end of the first three month period. At the end of the first six month period an additional \$18,750 plus expenses will be due in the same manner. The remaining balance will be due upon the completion and final determination by the U.S. Government of this matter.

This Agreement will commence and become effective upon the date of the "Federation's" signature.

Signed:

  
\_\_\_\_\_

Max N. Berry

\_\_\_\_\_


Title

Date

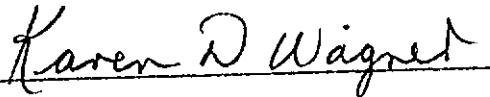
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Witness:

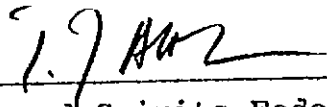
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Signed:

  
\_\_\_\_\_

Wine and Spirits Federation  
of France

\_\_\_\_\_


Title

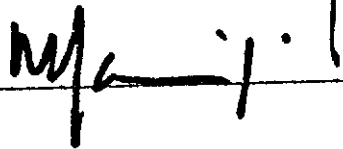
President

Date

3/6/84

Witness:

  
\_\_\_\_\_

  
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