THE MICHAEL LEWAN COMPANY

August 30, 1998

Corporacion Bananera Nacional
c/o His Excellency Jaime Daremblum
Ambassador
Embassy of Costa Rica
2114 S Street, N.W.
Washington, D.C. 20008

Dear Mr. Ambassador:

I deeply appreciate your retaining my services to assist Corporacion Bananera Nacional (Corbana) with matters related to the banana industry as well as other related issues.

My strategic partner, Doyce Boesch and I look forward to working closely with Corbana over the next few months. Also, I am providing a list of current and former clients to give you some sense of our depth. In addition, I have jotted down a proposed "scope of work" which can serve as a framework for further discussion.

SCOPE OF WORK

- Direct contact with Senators, Members of Congress, the White House, the National Security Council, the State Department, Department of the United States Trade Representative, and the Departments of Commerce, Treasury and Agriculture.
- Maintain communication with key Hill and agency staff.
- Design a strategy to advance issues and to deliver Corbana's message to elected officials and opinion makers.
- Help with arrangements for visits by Costa Rican dignitaries and business leaders.
- Monitoring and reporting on political events, meetings and issues of interest to Costa Rica generally and the banana economy in particular.
- Drafting legislative testimony and other materials needed.

1200 G STREET, N.W., SUITE 800 ■ WASHINGTON, D.C. 20005 ■ PHONE 202.347.2222 ■ FAX 202.347-4242

TERM OF CONTRACT

This agreement will continue in force for a term of six months beginning August 30, 1998.

FEES AND REIMBURSEMENTS

In return for the services authorized, Corporacion Bananera Nacional agrees to compensate The Michael Lewan Company (MLC) in six equal monthly payments of $4,166.66 (U.S. dollars), for a total of $25,000 until the term of this contract ends. The first payment is due upon execution of this contract. MLC will provide Corporacion Bananera Nacional with an invoice for each payment.

In addition to the professional fees, Corporacion Bananera Nacional will reimburse MLC for any extraordinary, but necessary expenses, such items as travel, entertainment, long-distance telecommunications, and large volume copying, providing these costs have been approved in advance by the Costa Rican Embassy. MLC will provide invoices outlining these expenses.

Corporacion Bananera Nacional understands and agrees that should agreement be terminated for any reason, the foregoing expenses and all fees earned to the date of termination shall be immediately due.

TERMINATION

This agreement may be terminated by either party upon thirty (30) days' written notice or, if for cause, without notice.

FOREIGN AGENTS REGISTRATION ACT (FARA)

The Michael Lewan Company will fully comply with the letter and spirit of FARA and will file all required reports in a timely manner. Copies will be made available upon request.

If the terms of the Agreement meet with your approval, please sign both copies of the letter, retain one for your files and return one to me.

I look forward to working closely with you.

Sincerely,

Michael Lewan
The Michael Lewan Company

ACCEPTED AND AGREED TO:

CORPORACION BANANERA NACIONAL

By: _____

Title: Ambassador

Date: October 27, 1998



cc: Doyce Boesch