
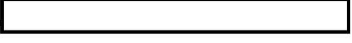


Copia:

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CONTRATO DE PRESTACION DE SERVICIOS PROFESIONALES

Entre los suscritos a saber,  en su condición de Representante Legal de la Compañía Frutera de Sevilla (C. F. S.), sociedad norteamericana con negocios permanentes en Colombia, de una parte, y de otra,  se ha celebrado el Contrato de prestación de servicios que se regirá por las cláusulas siguientes:

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PRIMERA: R.O. prestará sus servicios profesionales a C.F.S. de conformidad con sus conocimientos en el área de Seguridad.

SEGUNDA: R.O. de conformidad con lo previsto en la cláusula anterior, atenderá la tarea específica que le asigne C.F.S.

TERCERA: C.F.S. le encomendará a R.O. la tarea a desarrollar en cada caso, en el entendimiento de que una tarea puede referirse a una o muchas gestiones concernientes a un mismo concepto.

CUARTA: Las tareas que en materia de seguridad encomiende C.F.S. a R.O. deberá éste desarrollarlas dentro de la más estricta confidencialidad.

QUINTA: Por los servicios que R.O. prestará según este contrato, que se refieren a una sola tarea aún cuando tiene gestiones múltiples, C.F.S. le pagará la cantidad de Cinco millones de pesos (\$5'000.000.00) así: Tres millones de pesos (\$3'000.000.00) al

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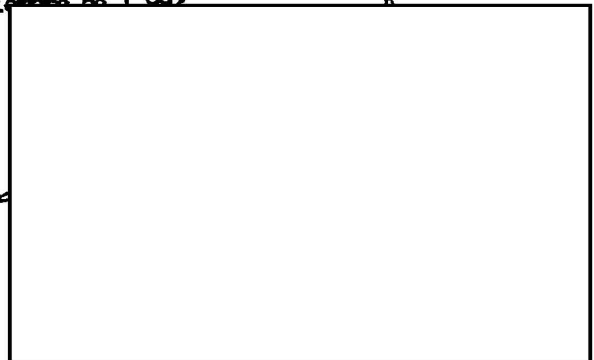
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NSD CHICUITA 2912

momento de la firma del contrato; Un millón de pesos (\$1'000.000.00) al término de 60 días contados a partir de la fecha; y el resto, o sea la suma de un millón de pesos (\$1'000.000.00) en el momento en que termine la tarea de que se trata.

SEXTA: R.O. asuma todos los riesgos que puedan sobrevenirle con ocasión de las gestiones a que se refiere la tarea encomendada. Sin embargo, en el evento de que R.O. tuviere que enfrentar un conflicto judicial en virtud de las gestiones que desarrollará, C.F.S. se obliga a proporcionarle por su cuenta la asistencia jurídica que fuere necesaria.

Para constancia de todo lo anterior, se firma el presente documento en Santa Marta el día 18 de diciembre de 1 992



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Except for any inaccurate books, records and accounts detailed in Section VI of this form, by my signature below I confirm that I am not aware of any instances in which the Company's books, records and accounts are inaccurate.

V. I am aware of the following payment(s), contribution(s), donation(s), barter transaction(s), gift(s), or other transfer(s) of anything of value described in Section III. A. 1, 2, 3, and 4.

Recipient's Name	Recipient's Position	Purpose of Payment	Amount of Payment in Local Currency	Method of Payment	Date of Payment
(1) [Redacted]	SELF EMPLOYED	COMMERCIAL INFORMATION	198,000	CASH	12/10/92
(2) [Redacted]	SELF EMPLOYED	SECURITY ADVISOR	3,000,000 210,820 210,820	CHECK CHECK CHECK	12/18/92 12/18/92 12/18/92

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(2) Security advisor work as liaison with activist groups. Performs same services for Turbo Division. 3,000,000 is fee, two other payments are reimbursements of expenses.
 (1) Represents payment April - Dec. /92 @ price 22,000/month to report competitors sailings, volumes and destination of cargo.

VI. I am aware of the following instances in which the Company's books, records and accounts are inaccurate.

Signature: [Redacted] Period Covered: (Circle appropriate period)
 Print Name: [Redacted] January 1 - March 31, 1992
 Title: DIVISION CONTROLLER April 1 - June 30, 1992
 Company: COMPANIA FRUTERA SEVILLA July 1 - September 30, 1992
October 1 - December 31, 1992

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Please contact me to discuss my reporting requirements under the Foreign Corrupt Practices Act. (Optional)

IV. Except for any inaccurate books, records and accounts detailed in Section VI of this form, by my signature confirm that I am not aware of any instances in which the Company's books, records and accounts are inaccurate.

V. I am aware of the following payment(s), contribution(s), donation(s), barter transaction(s), other transfer(s) of anything of value described in Section III. A. 1, 2, 3, and 4.

Recipient's Name	Recipient's Position	Purpose of Payment	Amount of Payment in Local Currency	Method of Payment	Date of Payment
(A) [Redacted]	S&D employed	Commercial Information	\$148,000 (i)	Cash	12/10/92
(B) [Redacted]	S&D employed	Security advisor	\$3,000,000 - fee	check	12/18/92
			\$220,820 - expenses	check	12/16/92
			\$210,820 - expenses	check	12/18/92

- (1) Represents payment April - Dec, 1992 @ \$22,000/month to repay competitors' salaries, volume and destination of cases.
- (2) Security advisor used as liaison with customer groups. Performer is [Redacted] for Turbo Decision.

VI. I am aware of the following instances in which the Company's books, records and accounts are inaccurate.

Signature: [Redacted]

Print Name: [Redacted]

Title: GENERAL MANAGER

Company: Cic Fruteria de Sancha

Period Covered

(Circle appropriate period)

January 1 - March 31, 1992

April 1 - June 30, 1992

July 1 - September 30, 1992

October 1 - December 31, 1992

Please contact me to discuss my reporting requirements under the Foreign Corrupt Practices Act. (Opt)



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