ANEXO II

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STANDARD AGREEMENT

GREEN COFFEE — 1983

The Brazilian Coffee Institute, hereinafter referred to as IBC, and ,

hereinafter referred to as , agree to the following:

1. PURCHASE AND SHIPMENT

1.1 will purchase (register), and ship directly from Brazilian seaports to between 01/01/83 and 12/31/83, bags of Brazilian green coffee of 132 pounds each, to be roasted by only. Spoat and afloat purchases will not be considered for the fulfillment of this commitment.

1.2 No excess volume will be considered eligible to receive the adjustment and the compensation established in Titles 2 and 3.

1.3 It is agreed that the purchases made by herein specified will be shipped evenly throughout the year. Total shipments during each quarter should be closed to 25% of the quantity specified under Sub-Title 1.1 above.

1.4 In the event that an excess volume has been shipped in any of the first three quarters, this excess will by credited for the fulfillment of the following quarter. An allowance of plus or minus 10% of these quarterly commitments is acceptable by the IBC depending on availability under Brazil's ICO quota, and as long as the total commitment specified in Sub-Title 1.1 is fulfilled by the end of the year 1983.

2. PRICE ADJUSTMENT

2.1 On all purchases made by under the terms of this Agreement, IBC will grant an adjustment, in U.S. cents per pound, equivalent to the difference, if any, between the Brazilian Minimum Registration Price (Santos 6) on the date of registration of the purchases at the IBC plus US$0.12 (twelve U.S. cents) and 0,96 times the average of the daily averages (weighed by 65% and 35%, respectively) of the ICO Indicator Prices for Other Mild Arabicas and Robustas (1979 Indicator Price), during the ten consecutive days for which prices have been quoted by the ICO, counted backwards as of the last working-day prior to the date of registration of the coffee at the IBC. In the event that there are no ICO Indicators Prices for the last day prior to the date of registration of the coffee at the IBC, the ten-day average of the daily averages of the ICO Indicator Prices for Other Milds Arabicas and Robustas for the working-day immediately preeceding such day shall be usede to that particular day.

2.2 Whenever the average referred to in Sub-Title 2.1 above is lower than US$1.15 per pound, US$1.15 per pound will be used to calculate the adjustment.

2.3 The price adjustment referred to in Sub-Title 2.1 above shall not exceed the amount of the Contribution Quota in force on the date of the registration of the sale at the IBC.

3. PRICE GUARANTEE

3.1 In addition to the adjustment referred to under Title 2, IBC will grant a compensation, as price guarantee, from the date of shipment up to the 30th working day after the date of shipment. If the shipment, for any reason, takes place after the month initially stated by the shipper on the Sale Declaration (DV), the date to be considered as basis for calculation will be the last working day of the month originally indicated. The IBC would permit accelerated shipments on a case by case basis.

3.2 The period of 30 working-days will be divided into into three periods of ten days each.

3.3 For each one of these periods an average of daily averages (weighed by 65% and 35%, respectively) of the ICO 1979 Indicator Prices for Other Mild Arabicas and Robustas will be calculated.

3.4 The compensation will be equivalent to the difference, if any, between the daily averages of ICO Indicator Prices for other Mild Arabicas and Robustas as calculated in Title 2 and any of the three 10 day averages as calculated in Sub-Title 3.3, at choice.

3.5 Whenever the lowest of the 10 day averages is lower than US$1.15 per pound, US$1.15 per pound will be used to calculate the compensation.

3.6 The compensation will not exceed, in any circumstance , US$0.20 per pound.

3.7 The amount of the compensation referred to under this Title plus that of the Price Adjustment as referred to under Title 2 shall not exceed the amount of the Contribution Quota in force on the date of registration of the sale at the IBC.

4. ISSUANCE OF "AVISOS DE GARANTIA"

4.1 Payment of both the adjustment referred to under Title 2 and the compensation referred to in Title 3 shall be made in "Avisos de Garantia" or any other form of credit, at IBC's option, to be used against purchases of Brazilian Coffee.

4.2 The "Avisos de Garantia" referred to under Titles 2 and 3 shall be issued by the IBC in the name of ,
as follows:

A) "Avisos" corresponding to the adjustment referred to under Title 2 will be issued within 30 days after IBC-Rio has received evidence confirming the shipments to

B) "Avisos" corresponding to the compensation referred to under Title 3 will be issued within 30 days after the IBC Office in receives from claim for price guarantee compensation, in writing. Such claim must indicate the period chosen by for the calculation of the price guarantee compensation as well as all basic date referring to the shipment involved.

5. GENERAL PROVISIONS

5.1 For all purposes under this Standard Agreement, it is understood that the "working-days" referred to under Titles 2 and 3 are the days for which Price Indicators are published by the International Coffee Organization.

5.2 The Sales Declarations (DVs) registered at the IBC by Brazilian exporters must indicate the name of as final buyer of the coffee.

5.3 For control purposes by the IBC, undertakes the responsibility of presenting to the IBC Office in , in due time, all information regarding the purchases registered at the IBC, and of instructing Brazilian exporters to file with the IBC in Brazil legible and complete shipment documents (Sales Declaration - DV - and Bill of lading) in which the name appears as the final buyer of the coffee.

5.4 shall make all efforts to comply with the ICO regualtions concerning the use of Certificates of Origin.

5.5 The resale, in green form, of any coffee purchased under this agreement shall result in its immediate cancellation, with the consequent loss of any outstanding credit which might have with the IBC according to Titles 2 and 3.

5.6 This agreement may be cancelled in writing by either party. A 30-day written notice is required.

5.7 In the event the IBC notifies that is has cancelled the agreement, will be allowed to purchase up to 8% (eight per cent) of the volume referred to under Title 1 of this agreement, provided that has fulfilled the requirements in previous quarters as defined under Title 1, Sub-Title 1.3. If makes use of this prerogative, the volume has to be shipped in the first month open for shipment. shall then be relieved of its obligations to purchase the volume referred to under Title 1. The IBC will pay all benefits due on purchases effected prior to such cancellation and on all purchases made under the terms of this Sub-Title.

5.8 may, at any time, cancel its obligations under this agreement, provided that, prior to the effective date of cancellation, it has purchased an amount of coffee which ratio to the quantity referred to under Title 1 is not lower than the ratio between the time Span of the contract at the date of cancellation and the calendar year. If total purchases do not meet the above conditions, will not be entitled to any outstanding credit.

5.9 The conditions stipulated in this agreement will not be considered an exclusive privilege for , but may be offered to any other coffee roaster in the market. In this connection, IBC will nake available to any new conditions and terms stipulated by the IBC to such market. If elects to qualify for such conditions, the new benefits will be applied to the balance of purchases under commitment.

5.10 The present document is the complete agreement between the parties indicated herein and the rights and interest of under this agreement are not assignable. Any alterations whatsoever of any of the terms of this agreement must be agreed to in writing between and the IBC.

Rio de Janeiro,

BRAZILIAN COFFEE INSTITUTE

OCTAVIO RAINHO DA SILVA NEVES
President

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13.054 Marques, Samira Aoun
O consumo de café no Brasil, 1960-1981.

CONSULENTE:	SAÍDA:	REGRESSO:
Dr Everton Lins	16-01-90	dev.