

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*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 The Schmertz Company, Inc.	2. Registration No. 4161
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3. Name of foreign principal Marc Rich Holding Marc Rich + Co. A.G. Marc Rich	4. Principal address of foreign principal Baarerstrasse 37 CH-6300 ZUG Switzerland
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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

Committee

Corporation

Voluntary group

Association

Other (specify) _____

Individual—State his nationality Spanish

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

a) Branch or agency represented by the registrant.

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

N/A

7. If the foreign principal is a foreign political party, state:

a) Principal address

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

c) Principal aim

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SECTION
REGISTRATION UNIT

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N/A

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

Swiss Trading Company - Oils and Commodities.

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

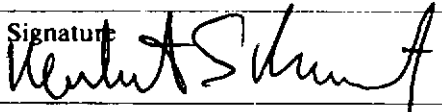
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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.

Marc Rich Holding Is Owned By Marc Rich.

Marc Rich + Co. A.G. Is 51% Owned By Marc Rich Holding

Date of Exhibit A 6/19/42	Name and Title Herbert Schmertz - President	Signature 
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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 triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
The Schmertz Company, Inc.	Marc Rich Holding; Marc Rich + Co. A.G.; Marc Rich

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 three 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 three 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 the 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.

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

I expect to provide written and oral advice. This advice will be in the nature of public relations counseling. My method of performance will be by telephone, facsimile, letters and consultation in Switzerland.

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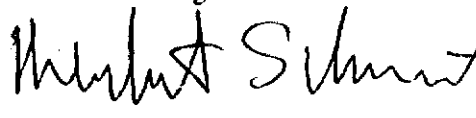
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Public relations counseling. The major emphasis will be on commercial matters with particular focus on Latin America, Eastern Europe and the former Soviet Republic. Some activities will focus on the United States. At this time, I do not anticipate any lobbying activities nor any activities related to government agencies.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹

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
6/19/92	Herbert Schmertz, President	

¹Political 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.

June 11, 1992

Mr. Marc Rich
Baarerstrasse 37
CH-6300 Zug
Switzerland

Dear Marc,

This is to confirm our agreement as of the date indicated below pursuant to which you have retained THE SCHMERTZ COMPANY to serve as public affairs counsel on behalf of you personally and the following of your business enterprises: MARC RICH & CO AG and MARC RICH HOLDING. The services to be rendered shall include such public relations advice and counselling as requested by Marc Rich and/or any of the above-named companies with respect to activities within or outside of the United States.

THE SCHMERTZ COMPANY shall be reimbursed for its services at the standard hourly rates for participating officers and staff assistants as they are required to help develop and carry out approved programs and activities, it being understood and agreed that the principal participation will be by Herb Schmertz at the hourly rate of \$500.00. In addition, MARC RICH and the named companies will reimburse THE SCHMERTZ COMPANY for all travel and lodging expenses and reasonable out-of-pocket disbursements incurred in the performance of this consulting agreement. Both the fee charges and expenses will be billed monthly by THE SCHMERTZ COMPANY, with payment thereof to be made within 30 days of receipt of said bill.

If during the performance of services under this Agreement, THE SCHMERTZ COMPANY obtains confidential or proprietary information of MARC RICH or any of the named companies, it shall maintain such confidences and not disclose to other persons, officials or entities the proprietary or confidential information, except as disclosure might otherwise be compelled by law.

THE SCHMERTZ COMPANY further agrees that all confidential and proprietary information it acquires pursuant to the performance of services under this Agreement (i) shall be safeguarded by THE SCHMERTZ COMPANY with the same degree of control and care as a reasonably prudent person would exercise with respect to his or her own similar property under similar circumstances, and (ii) shall be returned by the SCHMERTZ COMPANY to MARC RICH and/or the named companies immediately upon request.

This Agreement contains the entire agreement between the parties hereto. No representations, warranties or inducements have been made, orally or in writing, by any of the parties hereto except those which are expressly set forth herein.

If the foregoing terms and conditions conform with your understanding of the Agreement between us, please confirm your acceptance of same on behalf of yourself and the several named companies by affixing your signature in the space provided below:

Agreed to this 11 day of
June, 1992:

THE SCHMERTZ COMPANY

By: Herb Schertz
Herb Schertz

Accepted this 11 day
of June, 1992:

By: Marc Rich
Marc Rich