

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
Amtorg Trading Corporation 750 Third Avenue, New York, N.Y. 10017	V/O "Electronorgtechnica Moscow, USSR

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.

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

Same as in item # 1 above


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U.S. DEPARTMENT OF JUSTICE
REGISTRATION DIVISION

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

None beyond the services referred to in item # 1

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
February 11, 1986	Amtorg Trading Corporation By: Anatoly P. Belov, Corporate Secretary	

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.

AGENCY AGREEMENT

This agreement made on the 30th day of December, 1985 between All-Union Self-Supporting Foreign Trade Association /Objedinenie/ "Elektronorgtechnika" organized and existing under the laws of the USSR, having an office at USSR, Moscow, 121200 32/34 Smolenskaja-Sennaja hereinafter called "Objedinenie", and Amtorg Trading Corporation, a New-York corporation, having an office at 750, Third Avenue, New-York, USA, hereinafter called "Amtorg", witnesseth

1. Objedinenie appoints Amtorg and the latter covenants and agrees to be an agent of Objedinenie on the territory of the USA and Amtorg shall render to Objedinenie the following services

a/ to find buyers and sellers of the goods within the scope of Objedinenie, which Objedinenie intends to sell or to buy

b/ to conduct preliminary negotiations with the buyers and sellers of such goods on prices and conditions of sale and purchase

c/ to conclude contracts for sale and purchase of goods within the scope of Objedinenie for and on behalf of and at the expense of Objedinenie

d/ to render to Objedinenie necessary assistance in fulfilment of concluded contracts

e/ to inform Objedinenie of market situations, prices and conditions of sale and purchase of goods within the scope of Objedinenie

f/ to advertise the goods within the scope of Objedinenie and to send to Objedinenie catalogues, brochures and other advertising materials.

2. Objedinenie shall inform Amtorg about all contracts for sale and purchase of goods, signed between Objedinenie and firms of the USA.

3. In compensation for the services rendered by Amtorg under this agreement Objedinenie covenants and agrees to pay to Amtorg commission at the rate of 1 /one/ per cent of the sum of the contract concluded through Amtorg. The said commission may be increased or decreased by mutual consent of Amtorg and Objedinenie based on the volume and character of the services rendered by Amtorg to Objedinenie and this shall be done in the beginning of the calendar year in respect to the contracts signed during the previous calendar year.

4. Objedinenie shall transfer to Amtorg in advance the funds necessary for payment of expenses of Objedinenie, once a year in US dollars, which shall be paid out by Amtorg according to instructions of Objedinenie, as well as for payment of expenses connected with business trips of Objedinenie's employees.

5. Amtorg shall submit to Objedinenie monthly statements of disbursements made for the expense of Objedinenie.

6. The parties will take all necessary steps to settle all disputes and differences which may arise between them under this agreement in an amicable way. If the parties will not come to an agreement in an amicable way then any dispute or controversy, arising out of, or relating to this agreement, shall be settled, without recourse to any court of law, by the Foreign Trade Arbitration Commission at the USSR Chamber of Commerce and Industry, Moscow, USSR, in accordance with the rules of procedure of the said Commission. The decision of the said Commission will be final and binding on both parties.

7. This agreement is in effect as of the date of signing by both parties and may be cancelled by any party on one month written notice.

8. The agency agreement between V/O "Elektronorgtechnika" and Amtorg Trading Corporation dated 26 April 1971 is cancelled from the date of signing the present agency agreement.

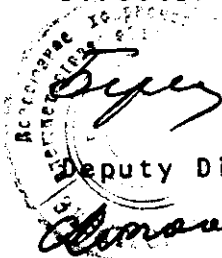
9. This agreement is signed in Moscow, in two originals, each of them in Russian and English, one original for each party, both Russian and English texts being authentic.

LEGAL ADDRESSES OF THE PARTIES

V/O "ELEKTRONORGTECHNICA"
32/34 SMOLENSKAYA-SENNAYA
Moscow 121200, USSR

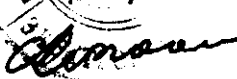
"AMTORG TRADING CORP
750, Third Avenue,
New York N.Y., 10017, USA
for and on behalf of
"AMTORG TRADING CORPORATION"

Director General



/V.F. BERESNEV/

Deputy Director General



/S.A. KOLOKOLOV /

General Representative in
the USSR



/V.K. NAZAROV/