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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 <b>Amtorg Trading Corporation</b> <b>1755 Broadway, New York, N.Y. 10019</b>		2. Registration No. <b>596</b>
3. Name of foreign principal <b>"VNESHSSTROYKOMPLEX"</b>	4. Principal address of foreign principal <b>USSR, 125124, Moscow,</b> <b>5th Street Jamskogo Polia, 19/21</b>	

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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) <u>Economic entity existing</u>

Individual—State his nationality \_\_\_\_\_  
**under USSR law**

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.

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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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

**International trade**

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

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9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page may be used.)*

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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.

**Employees and management of the enterprise acting by vote taken in joint periodic meetings, based on USSR law and practice.**

Date of Exhibit A  
February 12, 1992

Name and Title  
Evgeniy Fettsov,  
Corporate Secretary

Signature

**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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Name of Registrant	Name of Foreign Principal
Amtorg Trading Corporation 1755 Broadway, New York, N.Y. 10019	"VNESHSTROYKOMPLEX"

Check Appropriate Boxes:

1.  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.
2.  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.
3.  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.

Same as in item "1" above

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WASHINGTON, D.C.

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

None beyond the service referred to in item "1" above

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
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 12, 1992	Evgeniy Fettsov, Corporate Secretary	

<sup>1</sup>Political 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

The present Agency agreement hereinafter referred to as "Agreement" is concluded on the 4th day of May 1990 between the USSR Association for business cooperation with foreign countries in the field of construction and building materials industry "Vneshstroykomplex" hereinafter referred to as "Principal", on the one part, and "Amtorg Trading Corporation" hereinafter referred to as "Agent", on the other part, as follows:

1. Principal appoints Agent as its agent on the territory of USA with the right of the first refusal and on the agreed obligations.
2. Agent shall render to Principal by its request the following services:
  - a) to find buyers and sellers of the goods or services within the scope of Principal;
  - b) to conduct negotiations with the buyers and the sellers of such goods or services on conditions of the contracts;
  - c) to prepare and to conclude contracts for sale and purchase of the goods and other agreements for and on behalf of, by the request and at the expense of Principal;
  - d) to render to Principal the necessary assistance in the fulfilment of the concluded contracts and to inform Principal about their accomplishment;
  - e) to render to Principal assistance in transportation and expeditionary handling of export and import cargoes, if necessary;
  - f) to cash in American banks the checks received in accordance with terms and conditions of foreign trade transactions and to transfer obtained sums to Principal;
  - g) to render assistance to Principal in its participation in foreign exhibitions and fairs (Principal pays itself for its participation in exhibitions and fairs);
  - h) to send to Principal catalogues, brochures and other advertising materials within the scope of goods or services of Principal;
  - i) to inform Principal of market situation of goods or services, of prices for particular goods or services and of terms and conditions of their sale and purchase;
  - j) to assist to settle contract claims between Principal and its contract partners;

- k) to organize and to control the fulfilment by the specialists of Principal of their tasks;
  - l) to meet and to see off at New York airports the arriving to USA representatives of Principal, to lodge them at hotels, to provide them with car service in New York and in 25 miles area around New York, to render to them assistance in ticket booking for different kind of transportation and in hotels lodging when travelling in USA (Principal pays for transport tickets and hotel accomodations);
  - m) to present information about foreign trade regulation of USA to Principal by its request;
  - n) to submit to Principal monthly statements of the disbursements made for the expense of Principal;
  - o) to advertise the goods or services within the scope of Principal in USA;
  - p) to prepare by the request of Principal the reports of market research of particular goods and commercial and financial activity of the particular American firms;
  - q) to pay for particular goods and services for Principal as well as to pay expenses connected with stay in USA of the representatives and specialists of Principal;
  - r) to represent Principal in arbitrages;
3. The services stipulated in clouse 2 are rendered to Principal by Agent at the expense of commission stipulated in agreement and services foreseen in clouse 2 "o"- "r" (in clouse "p" only regarding the preparation of reports about firms) are paid additionally by Principal.
4. Principal is bound:
- a) to inform Agent about all its contracts concluded with firms of USA or other countries in respect of activity of Principal on the market of USA;
  - b) to inform Agent regularly about quantity and kind of goods intended for sale in USA as well as to send advertising materials, technical specifications and, if necessary, samples of these goods;
  - c) to transfer in advance to the account of Agent at the Bank for Foreign Economic Affairs of the USSR <sup>the</sup> sums needed to cover expenses of Agent in connection with fulfilment of instructions of Principal as well as expenses connected with stay in USA the representatives and specialists of

Principal (in case of lack of above mentioned sums in due time Agent has right to deny to fulfill the instructions of Principal);

d) to make mainly through agent calculations connected with export and import contracts.

5. To compensate the cost of services rendered under the Agreement Principal is obliged within 30 days from the date of signing of Agreement to pay to Agent in 1990 but once 7000 roubles as commission. Every next calendar year Principal will pay to Agent commission at the amount of 5000 roubles not later than the 30th of June and 5000 roubles not later than the 31st of December.

Besides that in case of conclusion by Principal the contracts for export of Soviet goods to USA through the mediation of Agent Principal is obliged to pay to Agent additional commission in American dollars at the rate of 1% of the cost of these contracts (price FOB) in accordance with the rate of exchange of currency of State Bank of the USSR existing at the dates of conclusion of the contracts.

The commission (after receipt of payments for delivered goods) is to be paid by Principal by transfer of money to the account of Agent at the Bank for Foreign Economic Affairs of the USSR.

6. Principal is bound to carry out import operations mainly through the mediation of Agent.

On import contracts the commission is not to be paid by Principal to Agent.

7. Parties got agreement on a list of export goods and joint ventures for creation in the USSR and for study in 1990 in accordance with enclosure to this agreement.

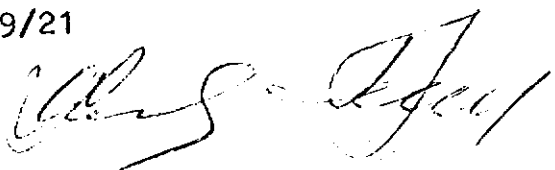
8. The parties will take all necessary steps to settle all disputes and differences which may arise between them in an amicable way. If the parties will not come to an agreement in an amicable way then any disputes or controversies arising out of or relating to Agreement shall be settled without recourse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

9. Agreement is in effect as of the date of signing and is valid till the end of current calendar year. If not less than 30 days before the date of expiration of the time of validity of Agreement none of the parties declares in writing about the intention to cancel Agreement or to change conditions of it the said Agreement will be automatically extended for the next calendar year.
10. This Agreement is signed in New York in two originals, each of them in Russian and English, one original for each party, both texts being authentic.

Legal addresses of the parties:

Principal

ABC "VNESHSTROYKOMPLEX"  
125124, Moscow  
5th Street Jamskogo Polia,  
19/21



AMTORG TRADING CORPORATION  
1755 Broadway  
New York, N.Y. 10019, USA





L I S T

of export goods planned in 1990

Window glass - 170 thousands sq.m thickness 2 mm  
Magnesit - 10 thousands tons  
Marble and granite - 20 thousands tons  
Micropowders of normal electro corundum (size 7,5,3,2 and 1 mkm) - numbers 7 and 5 up to 15 t.of each size numbers 3,2,1 up to 5 t.of each size  
Micropowders of carbide of green silicon (size 7,5,3,2 and 1 mkm) - numbers 7 and 5 up to 15 t.of each size numbers 3,2,1 up to 5 t.of each size  
Bundles ceramic K3,K5,K10,K2 - up to 5 t. total  
Borizatories BKB-1, BKB-2, BMB - up to 30 t. of each mark  
Grinding, abrasive (emery) disks of high porousness PP 250x76x20 - up to 1000 disks  
Gringing band in assortment - up to 250 thousands sq.m  
Grinding cloth (paper) - up to 150 thousands sq,m

L I S T

of joint ventures for creation in the USSR

1. Plants (productions) on wood working.
2. Plants on production of sanitary engineering accessories.
3. Plants on production of hard-ware products.
4. Construction of hotels (on basis of Joint venture).
5. Another joint ventures on constructional materials.