

U.S. Department of Justice
 Washington, DC 20530

**Exhibit B to Registration Statement
 Pursuant to the Foreign Agents Registration Act of
 1938, as amended**

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. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov> or an original form for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials 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, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

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, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant APCO Worldwide Inc.	2. Registration No. 4561
3. Name of Foreign Principal Joint Stock Company "Techsnabexport"	

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Check Appropriate Box:

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
 - 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
 - 6. 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 expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

As described in the attached contract amendment, the Registrant will provide public affairs and government affairs services within the U.S. to the foreign principal for the purpose of promoting positive relations and collaborative enterprises in the U.S.

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

As described in the attached contract amendment, the Registrant will provide public affairs and government relations consulting services within the U.S. for the foreign principal and will carry out activities to promote collaborative enterprises and positive U.S. relations.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

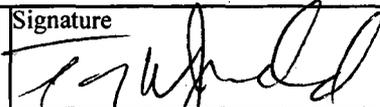
If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Registrant will assist the foreign principal within the U.S. in building on positive U.S. relations.

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EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
3/30/11	Terry W. Judd, Vice President	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any 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.

Amendment No. 1 to Contract for Lobbying Services and Consulting Services No. 08843672/105016-042 between APCO Worldwide Inc. and Joint Stock Company "Techsnabexport" effective as of April 12, 2010 ("Contract")

This amendment No. 1 (hereinafter referred to as the "Amendment") is signed on this twenty third day of March, 2011 by and between Joint Stock Company "Techsnabexport", a legal entity duly organised and existing under the laws of the Russian Federation (hereinafter referred to as "TENEX") and APCO Worldwide Inc., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter referred to as the "Firm"), hereinafter shall be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, the Parties desire to extend the term of the Contract until September 30, 2011 for the performance of the New Services on the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the Parties agreed as follows:

1. Article 1 of the Contract shall be supplemented with the following sub-Article 1.2:

"1.2 On terms and conditions set forth herein and on the basis of the plans for the 6 (six) calendar months which shall be discussed and agreed upon by the Parties within 15 (fifteen) business days after signing of the present Amendment (if not agreed, either Party shall be entitled to terminate this Amendment by written notice to the other Party without any liability and at no cost to either Party) the **Firm** undertakes to render the services (hereinafter referred to as "New Services") described in the Scope of New Services below:

SCOPE OF NEW SERVICES:

- (a) providing advice and communications support for Rosatom and **TENEX** in their discussions with the U.S. Department of Commerce regarding the Agreement Suspending the Antidumping Investigation on Uranium from the Russian Federation dated October 16, 1992, as amended and regarding other matters that may arise;
- (b) providing advice and communications support for Rosatom and **TENEX** in connection with the establishment of joint ventures in uranium enrichment based on Russian technology;

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- (c) providing communications support for Rosatom and **TENEX** with the U.S. Department of State, the U.S. Department of Energy, the U.S. Nuclear Regulatory Commission and other authorities, on matters related to the implementation of the Agreement between the Government of the Russian Federation and the Government of the U.S.A. for cooperation in the field of peaceful uses of nuclear energy, which came into force in January, 2011
- (d) Supporting Rosatom's activities in the U.S.A. to expand awareness of and business relationships with relevant stakeholders and decision makers at the national, state and local levels.

The period for rendering the New Services hereunder shall be six (6) calendar months from April 01, 2011 to September 30, 2011."

- 2. Article 2 of the Contract shall be supplemented with the following Articles 2.12, 2.13, 2.14, 2.15 and 2.16:

"2.12 The fee due to the **Firm** for rendering the New Services hereunder (hereinafter referred to as the "Total Fee for New Services") shall be \$1,050,000 USD (one million fifty thousand U.S. dollars), including 18% Russian VAT payable in the territory of the Russian Federation (Russian VAT shall be withheld from the amount due to the **Firm** hereunder and paid by **TENEX** directly to the budget of the Russian Federation). The amount of the Total Fee for New Services shall be fixed and shall not be subject to any adjustment.

The Total Fee for New Services consists of two fixed quarterly fees (hereinafter referred to as the "Quarterly Fee for New Services") of \$525,000 USD (Five hundred twenty five thousand U.S. dollars) per each of the two three-month periods of rendering the New Services hereunder (hereinafter referred to as "Quarter of New Services") including the 18% Russian VAT payable in the territory of the Russian Federation (the Russian VAT shall be withheld from the sum of the respective Quarterly Fee for New Services due to the **Firm** hereunder and paid by **TENEX** directly to the budget of the Russian Federation).

2.13 The Total Fee for New Services due to the **Firm** for rendering the New Services hereunder shall cover any and all costs and expenses that may be incurred by the **Firm** in connection with rendering the New Services including but not limited to the travel expenses (such as lodging, mileage, parking, air fare and ground transportation, and meals; as well as third party expenses related to engagement of legal counsel and consultants, performance of commercial publications, and organization of special events), the expenses for photocopying, telephone calls, messenger and delivery services, facsimile messages, computerized research, word processing of documents, secretarial

overtime, and other miscellaneous expenses associated with rendering New Services hereunder.

2.14 Each Quarterly Fee for New Services shall be paid in two installments in the amount of 60% (sixty percent) and 40% (forty percent) accordingly against different invoices, which shall be issued by the **Firm** as follows:

a) Within 15 (fifteen) calendar days after the Parties agree on plans for the 6 (six) calendar months in connection with the performance of the New Services, as set out in sub-Article 1.2 hereof, the **Firm** shall submit to **TENEX** an advance payment invoice for the first Quarter of New Services in the amount of 60% (sixty percent) of the Quarterly Fee for New Services, that is \$315,000 USD (Three hundred fifteen thousand U.S. dollars) including the 18% Russian VAT. The amount of Russian VAT shall be separately indicated in the invoice.

b) Advance payment invoice for the second Quarter of New Services, in the amount of 60% (sixty percent) of the Quarterly Fee for New Services, that is \$315,000 USD (Three hundred fifteen thousand U.S. dollars) including the 18% Russian VAT, shall be submitted to **TENEX** within 15 (fifteen) calendar days of the beginning of the second Quarter of New Services. The amount of Russian VAT shall be separately indicated in the invoice. Advance payment invoices for all Quarters of New Services shall be paid by **TENEX** within fifteen (15) business days of receipt of the correct originals of such invoices.

c) The **Firm's** invoices for the balance of 40% (forty percent) of the Quarterly Fee for New Services, that is \$210,000 USD (Two hundred ten thousand U.S. dollars) including the 18% Russian VAT shall be submitted to **TENEX** within 15 (fifteen) calendar days after the end of each of the Quarters of New Services. The amount of 40% (forty percent) of the Quarterly Fee for New Services as well as the respective amounts of Russian VAT shall be separately indicated in each invoice.

The invoice issued by the **Firm** hereunder shall be similar to the format attached as Annex 1 to the Contract.

2.15 Each invoice issued by the **Firm** hereunder for the New Services, with the exception of the advance payment invoices as per sub-Articles 2.14(a) and (b) hereof, shall be accompanied with the following documents:

(a) New Services acceptance statement (hereinafter referred to as the "Statement for New Services") in the form similar to one attached as Annex 2 to the Contract with any relevant changes and signed by the **Firm** for review and further signing by **TENEX**. Statements for New Services shall be subject to prior approval by Rosatom if so deemed necessary by **TENEX**, in its sole discretion.

Such Statement for New Services shall specify:

- (i) the period of time when the New Services covered by the corresponding Statement for New Services were rendered;
- (ii) a brief description of the New Services covered by the corresponding Statement for New Services with reference to the respective Reports as defined in Article 3.4 of the Contract to be submitted in respective period of time as per Article 3.4 hereof.
- (iii) total amount of the **Firm's** remuneration which shall be equal to the Quarterly Fee for New Services, with separate indication of the amount of the Russian VAT applied thereto, if any as per Article 2.14 of the Contract.

- 2.16 **TENEX** shall have the right to review, discuss and dispute the Statements for New Services and the invoice by providing to the **Firm** a grounded written notice of non-acceptance thereof. The Statement for New Services shall be accepted or disputed by **TENEX** within 15 (fifteen) business days of receipt thereof, unless such period is extended as specified herein below.

In case the Statement for New Services is disputed by **TENEX**, the Parties shall hold good-faith discussion in order to come to a mutually acceptable solution, with the understanding that the **Firm** shall have a reasonable opportunity to cure its work if necessary and if such cure is acceptable for **TENEX**. The date of **TENEX's** acceptance of the Statement for New Services shall be the date of its signing by the authorized representative of **TENEX**.

It is expressly agreed by the Parties that the Statement for New Services shall be subject to prior approval by Rosatom if so deemed necessary by **TENEX**, in its sole discretion. In case such Rosatom's approval is requested by **TENEX**, the above mentioned 15 (fifteen) business day period shall be extended until **TENEX** receives Rosatom's approval or disapproval of the respective Statement for New Services. **TENEX** shall inform the **Firm** in writing on the necessity to submit the Statement for New Services to Rosatom for approval. The Statement for New Services shall be adjusted by the **Firm** in accordance with instructions of **TENEX** and/or Rosatom."

3. Article 4.1 of the Contract shall be amended to read as follows:

"This Contract shall come into effect as of the date first written above subject to its signing by both Parties and shall be valid until September 30, 2011 or until performance by the Parties of all their obligations hereunder, whichever is later, unless (i) terminated prior to such date as specified in this Contract, (ii) otherwise is agreed in writing between the Parties."

4. All terms capitalized but not specifically defined herein shall have their respective meanings set forth in the Contract.

5. Except as expressly modified herein, all provisions of the Contract shall remain in full force and effect. In case of any contradictions between the provisions of this Amendment and the Contract, the provisions of this Amendment shall prevail. Except as expressly specified herein, all other terms and conditions specified in the Contract regarding the Services shall apply to the New Services. All references in Article 3.4 of the Contract to "Quarter" and "12 (twelve) months Detailed schedule, as per Article 1.1 hereof" shall be regarded as references to "Quarter for New Services" and "plans for the 6 (six) calendar months", as per sub-Article 1.2 hereof" with respect to the Reports for New Services.
6. The Parties understand that the Firm shall be obligated to disclose the complete and unedited copy of this Amendment to the U.S. Department of Justice, after which such copy of Amendment will be publicly available.
7. The present Amendment shall be an integral part of the Contract and come into effect as of March 31, 2011 subject to its signature by both Parties.
8. The present Amendment has been duly executed in 2 (two) originals, one original for each Party.

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APCO WORLDWIDE INC.

By:

Title:

Donald R. King
Chairman Board of Relations
Joint Stock Company "Techsnabexport"

By:

Title:

[Signature]
GENERAL DIRECTOR