

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 "Sojuzkoopvneshtorg" 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 No.1 above

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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.

None beyond the services referred to in item No.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 4, 1985	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.

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AGENCY AGREEMENT

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This Agreement made on the 8th day of January 198 5
between Union Self-Supporting Foreign Trade Association
(Objedinenie) "Sojuzkoopvneshtorg" organized and existing under
the USSR, having an office at USSR, Moscow,

(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 fulfil-
ment 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 ad-
vertising 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 contracts 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, which
shall be paid out by Amtorg according to instructions of Objedi-
nenie, 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.

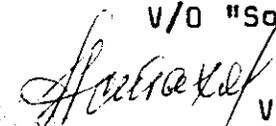
7. This agreement is in effect as of the date of signing by both parties and may be cancelled by any party on one month written notice.

8. 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 "SOJUZKOOPVNESHTORG"
Bolshoi Cherkassky per., 15
Moscow, USSR

for and on behalf of
V/O "Sojuzkoopvneshtorg"


A.S. Astakhov
Vice-President


K.V. Spiridovskiy
Chief of Juridical
Department

"AMTORG TRADING CORPORATION"
750, Third Avenue.
NEW YORK, N.Y., 10017, USA

for and on behalf of
"AMTORG TRADING CORPORATION"
General Representative in
the USSR


V.K. Nazarov
1924

