

ADDENDUM NO. 1

TO CONTRACT NO. DATED AUGUST , 1988

BETWEEN

ROMAK S.A., GENEVA, 110/112 RUE DES EAUX-VIVES, 1207 GENEVA,
SWITZERLAND

AND

FOREIGN TRADE COMPANY "UZDON", 38 LAKHUTY STR., TASHKENT, UZBEKISTAN.

AS PER ITEM 6. THE BUYER IS RESPONSIBLE FOR THE OPENING OF A LETTER OF
GUARANTEE BY NATIONAL BANK FOR FOREIGN ECONOMIC AFFAIRS OF
UZBEKISTAN WITH THE SELLER'S BANK, CREDIT SUISSE, GENEVA, AS FOLLOWS:

QUOTE

FROM: NATIONAL BANK FOR FOREIGN ECONOMIC AFFAIRS OF
UZBEKISTAN
ADDRESS

TO: CREDIT SUISSE, GENEVA

UNDER OUR FULL RESPONSIBILITY AND COUNTER-GUARANTEE, PLEASE ISSUE
YOUR PAYMENT GUARANTEE AS FOLLOWS.

QUOTE

LETTER OF GUARANTEE

TO:

ROMAK S.A.,
110/112 RUE DES EAUX-VIVES,
CH-1207 GENEVA
TELEX: 413 547 ROM CH

DEAR SIRS,

WE HAVE BEEN INFORMED THAT YOU HAVE CONCLUDED A CONTRACT
WITH FTC "UZDON", 38 LAKHUTY STR., TASHKENT, UZBEKISTAN FOR THE SUPPLY
OF UP TO 50.000 METRIC TONS OF KAZAKSTAN ORIGIN SOFT WHEAT WITH LATEST
DATE FOR SHIPMENT 30TH NOVEMBER 1988 AT A TOTAL PRICE OF USD 12'950'000 --
AS SECURITY FOR THE PAYMENT OF THE GOODS, A LETTER OF GUARANTEE SHALL
BE FURNISHED.

AT THE REQUEST OF THE NATIONAL BANK FOR FOREIGN ECONOMIC AFFAIRS OF
UZBEKISTAN, WE, CREDIT SUISSE HEREBY IRREVOCABLY UNDERTAKE TO:

PAY YOU AT YOUR FIRST DEMAND ANY AMOUNT UP TO:

US DOLLARS 12,950,000 --

UPON RECEIPT OF YOUR WRITTEN REQUEST FOR PAYMENT STATING THAT YOU
HAVE SUPPLIED MESSRS. FTC "UZDON" WITH THE GOODS ORDERED IN
CONFORMITY WITH THE TERMS OF THE CONTRACT AND THE AMOUNT CLAIMED

HAS BECOME DUE AND HAS REMAINED UNPAID. SUCH CLAIM MUST BE ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. COPY OF COMMERCIAL INVOICE(S) COVERING DELIVERY OF KAZAKSTAN ORIGIN MILLING WHEAT 3RD CLASS AT UNIT PRICE USD 259.- PER MT C.I.P. (CARRIAGE AND INSURANCE PAID) TO KAZAK / UZBEK BORDER STATION AT CHENGELDY INCLUDING ALL COST FOR PAYMENT AT 180 DAYS FROM DATE OF INVOICE (WHICH MAY NOT BE EARLIER THAN THE DATE OF DELIVERY)

2. COPY OF ADVICE(S) OF DELIVERY / RAILING ADVICE(S) INDICATING WAGON NUMBERS AND DATES, RAILWAY WEIGHTS, DEPARTURE STATION(S) AND CONFIRMED BY THE STAMP OF THE DEPARTURE STATION(S) OR ITS(THEIR) SUPERIOR RAILWAY AUTHORITY(IES)

FOR THE PURPOSE OF IDENTIFICATION, YOUR CLAIM UNDER THIS GUARANTEE MUST BE PRESENTED TO US THROUGH THE INTERMEDIARY OF A FIRST CLASS BANK CONFIRMING THAT THE SIGNATURES THEREON ARE LEGALLY BINDING UPON YOU AND MAY BE TRANSMITTED TO US BY DULY ENCODED TELEX / CABLE CONFIRMING THAT THE ORIGINAL CLAIM HAS BEEN SENT TO US BY SPECIAL CARRIER SERVICE AND THAT THE SIGNATURES THEREON ARE LEGALLY BINDING UPON YOU. SUCH TESTED TELEX MUST ALSO CONFIRM THAT THE ACCOMPANYING DOCUMENTS PRESENTED ARE IN STRICT CONFORMITY WITH THIS LETTER OF GUARANTEE. YOUR CLAIM WILL BE CONSIDERED AS HAVING BEEN MADE ONCE WE ARE IN POSSESSION OF YOUR WRITTEN REQUEST FOR PAYMENT OR THE TELEX OR CABLE TO THIS EFFECT AT OUR ABOVE ADDRESS.

OUR GUARANTEE IS VALID UNTIL 15TH JUNE 1997 AND EXPIRES AUTOMATICALLY SHOULD YOUR WRITTEN REQUEST FOR PAYMENT NOT HAVE REACHED US AS MENTIONED ABOVE BY THAT DATE.

THE TOTAL AMOUNT OF THIS LETTER OF GUARANTEE WILL BE REDUCED BY ANY PAYMENT EFFECTED HEREUNDER.

THIS TELEX IS THE OPERATIVE INSTRUMENT AND NO MAIL CONFIRMATION WILL FOLLOW

UNQUOTE

AS SECURITY FOR ISSUING THE A/M PAYMENT GUARANTEE, WE, NATIONAL BANK FOR FOREIGN ECONOMIC AFFAIRS OF UZBEKISTAN, TASHKENT, HEREBY ISSUE OUR COUNTER-GUARANTEE NO. IN FAVOUR OF YOURSELVES BY ORDER AND FOR ACCOUNT OF FTC "UZDON", 36, LAKHUTY STR., TASHKENT, UZBEKISTAN, AVAILABLE AT 180 DAYS AFTER DATE OF INVOICE AND EXPIRING AT YOUR COUNTERS IN GENEVA ON 30TH JUNE 1997 FOR A MAXIMUM AMOUNT OF USD 12,950,000.- PAYABLE AGAINST:

YOUR TESTED TELEX CLAIM INDICATING THAT YOU HAVE BEEN CALLED UPON TO PAY UNDER YOUR GUARANTEE.

THIS COUNTER INDEMNITY FULLY INDEMNIFIES YOU AGAINST ALL CONSEQUENCES ARISING THEREFROM AND ALLOWS IMMEDIATE PAYMENT WITHOUT DELAY IN FULL OR IN PART UP TO THE SUM OF USD 12,950,000.- ON YOUR FIRST DEMAND BY TESTED TELEX, NOTWITHSTANDING ANY CONTESTATION FROM OURSELVES, OUR PRINCIPALS OR ANY OTHER PARTY WHATSOEVER.

THE TOTAL AMOUNT OF THIS COUNTER-GUARANTEE WILL BE REDUCED BY ANY PAYMENT EFFECTED HEREUNDER.

NP

THIS COUNTER-GUARANTEE IS VALID UNTIL JUNE 30TH 1997 AND EXPIRES
AUTOMATICALLY IF YOUR CLAIM HAS NOT BEEN MADE ON OR BEFORE THAT DATE,
REGARDLESS OF SUCH DATE BEING A BANKING DAY OR NOT

THIS TELEX IS THE OPERATIVE INSTRUMENT AND NO MAIL CONFIRMATION WILL
FOLLOW.

UPON RECEIPT OF YOUR TESTED TELEX AS ABOVE WE SHALL COVER YOU
ACCORDING TO YOUR INSTRUCTIONS WITH IMMEDIATELY AVAILABLE FUNDS.

YOURS FAITHFULLY

NATIONAL BANK FOR FOREIGN ECONOMIC AFFAIRS

UNQUOTE

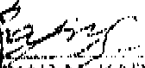
SIGNED BY:

THE SELLER
ROMAK S.A. GENEVA


DAN PLETSCHER



THE BUYER
FTS "UZDON", TASHKENT


YUR M. KADYROV