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U.S. DEPARTMENT OF JUSTICE
CRIMINAL DIVISION
JUN 1 9 12 AM '81
INTERNAL SECURITY SECTION
REGISTRATION UNIT

EXHIBIT A

TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

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 Parrish & Chambers, Inc. 1011 Arlington Blvd. Suite W-231 Arlington, VA 22209	2. Registration No. 3179
3. Name of foreign principal Oy Wartsila Ab	4. Principal address of foreign principal Helsinki Shipyard Helsinki, Finland

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:
 - Partnership Committee
 - Corporation Voluntary group
 - Association Other (specify) _____
- Individual - State his nationality _____

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 the registrant deals.
- c) Principal aim

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
A conglomerate producing ships, diesel engines, china, porcelain products and services.

b) Is this foreign principal

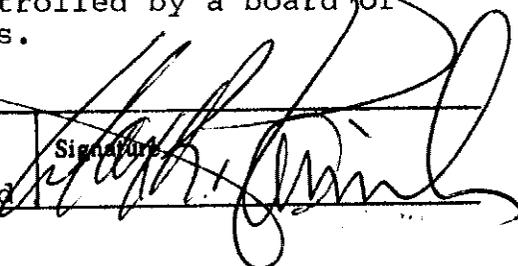
- Owned by a foreign government, foreign political party, or other foreign principal Yes No **
- Directed by a foreign government, foreign political party, or other foreign principal. . . . Yes No **
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No **
- 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 **

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

** Registrant does not know of any government financing or subsidization of the foreign principal.

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.

The company, according to the 1980 annual report, is owned by 17,122 registered shareholders and controlled by a board of directors elected by those shareholders.

Date of Exhibit A	Name and Title	Signature
May 28, 1981	Max Parrish Ch. Board	

UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

OMB RECEIVED
No. 43-R-73
Approval Expires On 31, 1981
U.S. DEPARTMENT OF JUSTICE
CRIMINAL DIVISION
JUN 1 9 13 AM '81
INTERNAL SECURITY SECTION
REGISTRATION UNIT

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
Parrish & Chambers, Inc.	Oy Wartsila Ab

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.

The registrant fulfills his obligations to the foreign principal primarily through conversations and correspondence with the foreign principal and through conversations with appropriate U.S. parties and the preparation of memoranda, etc., concerning U.S. sales of Oy Wartsila Ab products.

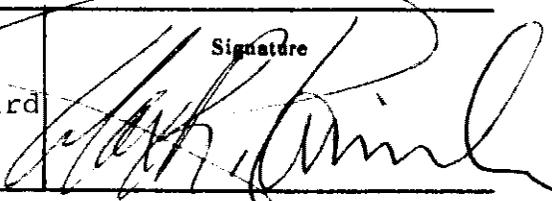
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant is engaged principally in advising and assisting the foreign principal in its marketing program in the United States. Contacts will include representatives of U.S. businesses as well as appropriate government officials.

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.

A portion of the registrant's activities may include contacts with representatives of the United States Senate and the House of Representatives and their staffs with respect to legislation and prospective legislation affecting the principal's business efforts in the United States. Contact may be made with members of the executive branch for the same purpose. The means employed are the writing of letters, submission of memoranda and personal conferences on the merits of such legislation or other government actions.

Date of Exhibit B	Name and Title	Signature
May 28, 1981	Max R. Parrish Chairman of the Board	

^{1/} 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.

AGREEMENT BETWEEN

RECEIVED
U.S. DEPARTMENT
OF JUSTICE
CRIMINAL DIVISION

PARRISH & CHAMBERS, INC.
1011 Arlington Blvd.
Suite W-231
Arlington, VA 22209

NOV 1 9 13 AM '81
INTERNAL SECURITY
SECTION
REGISTRATION UNIT

AND

OY WARTSILA AB
Helsinki, Finland

1. This Agreement governs the relationship between Parrish and Chambers, Inc. (PCI) and Oy Wartsila Ab, Helsinki, Finland, (Wartsila or the Company), the purpose of which is to assist the Company in achieving marketing objectives in the United States.
2. PCI will render to Wartsila services specified as follows:
 - 2.1 Liaison with Departments and agencies of the government with special emphasis on the Department of Transportation and the U.S. Coast Guard.
 - 2.2 Protect the Company's interest in the Congress.
 - 2.3 Improve the Company's relations with the Coast Guard.
 - 2.4 Assist the Company, in cooperation with counsel, with government bidding and procurement procedures.
 - 2.5 Work with the Company to maximize the American content of the icebreaker.
 - 2.6 Plan for and deal with opposition which may develop concerning U.S. government purchase of the Company's products.
 - 2.7 Select and coordinate the activities of counsel and additional advisor(s) to support the Company's marketing efforts.
 - 2.8 Contact and work with U.S. companies whose participation and support will be beneficial to the Company.
 - 2.9 Other duties as directed by the Company, its officers and officials.

3.

3.1 A fee of \$100,000.00 (U.S.) for one year is agreed upon. The fee will be payed in six equal installments commencing on the day this agreement shall take effect and bimonthly thereafter.

3.2 PCI will provide Wartsila with a separate detailed statement of entertainment and travel expenses undertaken in its behalf and the Company agrees to pay said actual and necessary out of pocket expenses within 30 days after receipt of the statement. With regard to air transportation, it is understood that first class accommodations will not be used.

3.3 In the event that this agreement is extended for successive years, the fee indicated in item 3.1 will be reduced to \$80,000.00 per annum for the first such renewal and for the second and any succeeding renewals the said fee (\$80,000.00) will be increased or decreased by the amount of the increase or decrease of the U.S. Government's Cost of Living (COL) Index for the previous year compared with said index for 1982 as determined by the written concurrence of the parties to this agreement.

3.4 It is expressly agreed that in addition to the fee indicated in item 3.1 and the payment of costs indicated in item 3.2, no other finder's or broker's fee, commission or compensation shall be paid and no other payment whatsoever shall be made by the Company, during the validity of this agreement or after its expiration whether or not orders are received by the Company for an icebreaker/icebreakers from a customer within the United States of America.

*)

4.

4.1 The Company shall retain the right to negotiate with prospective customers in the United States of America without PCI's intervention.

4.2 PCI shall safeguard against disclosure any and all trade secrets of the Company, relating to the design or construction of icebreakers, or to any other activities of the Company, during the terms of this agreement and forever thereafter, and to use such secrets for the objectives of this agreement only and no other.

4.3 PCI shall not assign, transfer, sell, sub-contract or convey this agreement in any manner to any person, firm or organization without the prior consent of the Company.

*) 3.5 The fees set forth in items 3.1 and 3.3 above for any period less than a year shall be calculated on a pro rata basis of the said yearly fees.

