

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 and Company, 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.

Meetings with Congressmen, staff and relevant officers of the Executive Branch relevant to maritime matters and U.S. ice-breaker requirements.

INTERNAL SECURITY
SECTION
REGISTRATION UNIT

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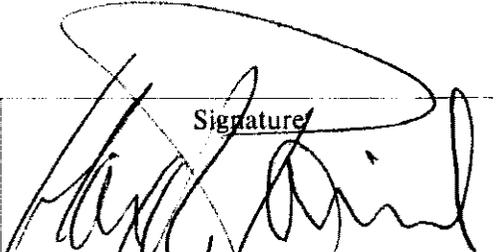
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See no. 4 above.

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.

As to means see No. 4 above. The objective to be achieved is the sale of the client's ships and services in the U.S. government and civilian market.

Date of Exhibit B	Name and Title	Signature
February 19, 1988	Max R. Parrish President	

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.

CONTRACT MODIFICATIONS

The original contract between Oy Wartsila Ab and Parrish and Company, Inc. dated 1 April 1981, as amended 1 June 1983 and 1 October 1985, is hereby further amended as follows:

1. At Paragraph 3

a. Amend subparagraph 3.1 to read as follows:

A monthly retainer of \$5,000 (U.S.) for up to 35 hours is agreed upon. Additional hours will be billed at the rate of \$150 per hour. This fee structure will become effective 1 May 1987 and will be paid quarterly in advance. The contract will terminate 31 December 1988 unless extended by mutual agreement of the parties.

b. Amend subparagraph 3.3 to read as follows:

In the event this agreement is extended for successive years, the fees indicated in 3.1 will be increased or decreased by the amount of the increase or decrease of the U.S. Government's Cost of Living (COL) Index as compared with said index for 1987 as determined by the written concurrence of the parties to this agreement.

c. At the end of subparagraph 3.4 add the following:

This provision does not preclude the parties' contracting by separate document(s) for commissions on ships.

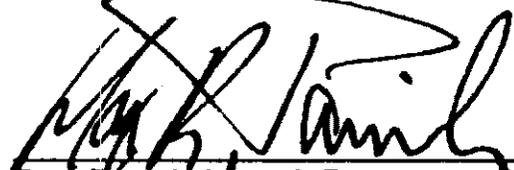
d. Delete subparagraph 3.5

2. At Paragraph 4

a. At the end of subparagraph 4.4 add the following:

This provision does not preclude the parties' contracting by separate document(s) for commissions on ships.

THE PARTIES HEREBY APPROVE THE ABOVE MODIFICATIONS TO THE CONTRACT.


For Parrish and Company, Inc.


For Wartsila Marine Industries