

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 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, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

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 Exclusively Finland Marketing Services 23715 West Malibu Rd., #367, Malibu, CA 90265	2. Registration No. 5055
3. Name of foreign principal Ministry of Trade & Commerce of Finland Finnish Tourist Board, for	4. Principal address of foreign principal 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. **Trade & Commerce**
- b) Name and title of official with whom registrant deals. **none**

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom registrant deals.
- c) Principal aim

RECEIVED
 DEPT. OF JUSTICE
 CRIMINAL DIVISION
 95 OCT -6 P 1:20
 INTERNAL SECURITY

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

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.)

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.

Date of Exhibit A

29 SEPTEMBER 1995

Name and Title

OWNER
LYNN BENJAMIN

Signature



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 triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Exclusively Finland Marketing Services	Finnish Tourist Board (for Ministry of Trade & Commerce of Finland)

Check Appropriate Boxes:

- 1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- 2. 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 three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3. 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 the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Promote tourism to Finland from the 13 Western states of the U.S. through participation in seminars, trade shows, phone and in person contact with travel industry and consumers. Distribution of travel literature.

RECEIVED
 DEPT. OF JUSTICE
 CRIMINAL DIVISION
 OCT -6 P 1:20
 NATIONAL SECURITY
 SECTION
 REGISTRATION UNIT

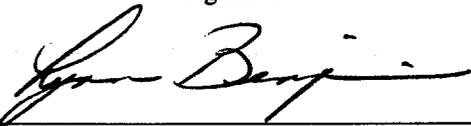
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Promoted tourism to Finland; answered written and phone inquiries, distributed travel literature. Participated in the following travel shows & seminars: National Travel Exchange shows in: Irvine 03 April, Woodland Hills 00 April, Anaheim, Ontario, Burbank, San Diego 25-27 April, Silicon Valley, San Francisco, Salt Lake City 02-05 May; World Travel Show Phoenix 07-08 April, ASTA 13-14 May, Boise River Festival 20-25 June, FinnFest Portland 12-16 July.

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
29 September 1995	Lynn Benjamin, owner	

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.

executed on or before September 30, 1995 and on or before September 30th of each subsequent year. If the parties hereto fail to renew this agreement for an additional year in accordance with the previous sentence, the agreement shall expire on December 31st of the then current year.

4. In performance of its duties hereunder, EFMS shall be subject to the direction and supervision of FTB and the chief executive officer of FTB. In addition to the duties to be performed by EFMS hereunder, EFMS will perform all tasks described in the FTB annual plan as it relates to Western U.S. and any other tasks as the chief executive officer of FTB may, in his sole discretion, direct EFMS to undertake. EFMS and its key employee, Lynn Benjamin, agree to devote all of their time and efforts to the performance of their duties under this Agreement, and as further stated in section 11(a). EFMS and Lynn Benjamin shall be available in their offices in person, or by telephone forwarding or answering service, during normal business hours of FTB in New York, adjusted for local time, on all days as FTB in New York shall be open for the conduct of business.

5. As full compensation for its services hereunder, FTB shall pay EFMS, during the term hereof, an annual fee of \$54,000.00 payable in equal monthly installments on the 25th day of each month. During the initial eight month period of this agreement, the fee shall be paid in eight monthly installments of \$4,500.00 each.

6. During the term hereof, FTB will provide EFMS with some furniture and equipment, including computer hardware, on loan without charge, but will not provide any office space.

7. (a) FTB will prepare an annual budget setting forth the expenses which may be incurred by EFMS. All reasonable expenses necessarily incurred by EFMS in accordance with the annual expense budget, including promotional expenses, travel expenses and office expenses, shall be paid directly by FTB upon submission and approval of written statements and bills in accordance with the then regular procedures of FTB.

(b) The prior written approval of FTB shall be required for all expenses related to travel outside of the Greater LA Metropolitan Area by Lynn Benjamin or other employees of EFMS.

(c) The prior written approval of FTB shall be required for any proposed items of expenditure by EFMS which shall exceed the budget for such item and

- (i) be in excess of \$1,000 and
- (ii) cause the total annual expenditures for such proposed item of expenditure and all such similar items to exceed the annual budget for such item by more than 15% of the budgeted amount.

8. On or before the 15th day of each month, EFMS shall

deliver to FTB a complete, detailed and accurate report of all activities of EFMS undertaken by it pursuant to its obligations hereunder during the previous month. Such reports shall be delivered by whatever means FTB instructs.

9. The key employee of EFMS, Lynn Benjamin, shall be entitled to reasonable vacations in accordance with the then regular procedures of FTB for Finnish staff. The timing and length of such vacations shall be subject to the prior approval of FTB.

10. EFMS shall comply with all United States and local laws applicable to it.

11. Each of EFMS and Lynn Benjamin agrees that they will not (a) during the term hereof engage in, or otherwise directly or indirectly be employed by or be a director, officer, employee, owner, or partner of, any other business or organization, whether or not such business or organization now is or shall then be competing with EFMS or FTB and (b) for a period of one year after the term hereof shall expire, directly or indirectly compete with or be engaged in the same kind of business as authorized by this agreement, or FTB or be employed by or be a director, officer, employee, owner, or partner of, any business or organization which directly or indirectly competes with or is engaged in the same kind of business as authorized by this agreement or FTB in the territory of Western U.S., without the express written consent of FTB, which cannot be unreasonably withheld.

12. Notwithstanding anything herein contained, if on or after the date hereof and prior to the end of the term hereof,

(a) either (i) Lynn Benjamin shall be physically or mentally incapacitated or disabled for a consecutive period of three months, (ii) EFMS or Lynn Benjamin shall be convicted of a crime, (iii) EFMS or Lynn Benjamin shall commit any act or omit to take any action in bad faith and to the detriment of FTB, then, and in each such case, FTB shall have the right to give notice of termination of this agreement as of a date (not earlier than 30 days from such notice) to be specified in such notice, and this Agreement shall terminate on the date so specified, or

(b) Lynn Benjamin shall die, then this Agreement shall terminate on the date of her death.

(c) In the event that EFMS or Lynn Benjamin shall fail to fulfill any of its covenants herein FTB in addition to all other rights and remedies, shall have the right to terminate this agreement upon delivery of written notice to EFMS, which termination shall become effective thirty (30) days after such delivery.

13. All confidential information which EFMS or Lynn Benjamin may now possess, may obtain during or after the term hereof or may create prior to the end of the term hereof or otherwise relating to the business of FTB or EFMS shall not be published, disclosed, or

made accessible by them to any other person, firm, or corporation either during the term hereof or after the termination of this Agreement. EFMS shall return all tangible evidence (including but not limited to computer stored data, documents, forms, programs and software) of such confidential information to FTB prior to or at the termination of this Agreement.

14. Each of EFMS and Lynn Benjamin represents and warrants that Lynn Benjamin owns 100% of the unincorporated sole proprietorship doing business as EFMS. Each of EFMS and Lynn Benjamin agrees that it will not sell, pledge, or otherwise transfer any ownership, any other interest in EFMS or any of their rights hereunder to any person without first affording FTB the right to purchase such ownership or other interest upon equivalent terms. Such right of first refusal may be waived in writing by FTB. Upon the occurrence of any change in control of EFMS, FTB may elect to terminate this agreement in accordance with Section 12(c).

15. This agreement does not and shall not constitute or create a partnership or joint venture among the parties, and EFMS is not granted and shall not have the right to bind FTB in any manner in relation to third parties, unless specifically authorized in writing by FTB.

16. EFMS agrees that it will not grant to any person, firm or corporation a sub-agency to represent FTB in Western U.S. This agreement shall not be assigned by EFMS without the prior written consent of FTB, and any assignment without such consent shall be null and avoid.

17. The failure of FTB to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this agreement, shall not be construed as a waiver or relinquishment of the future performance of such term, covenant or condition, but the obligation of EFMS with respect to such future performance shall continue in full force and effect.

18. This agreement shall be governed by and be construed in accordance with the laws of the state of New York.

19. If any provision of this agreement is held invalid, such invalidity shall not affect any other provision which can be given effect without the invalid provision and to this end the provisions of this agreement are intended to be and shall be deemed severable.

20. Except as provided in Section 8, all notices, reports or statements provided for or mentioned in this agreement shall be in writing, sent by registered mail and shall be signed by the party giving such notice, report or statement and shall be addressed to the party for whom said notice, report or statement is intended, at their respective addresses first above listed, and any such notice, report or statement to FTB shall be sent by EFMS by registered mail

to FTB at 655 Third Avenue, New York, New York 10017, Attn.: Director. All such notices, reports or statements may be served by delivering a copy personally to the party to whom they are addressed; if delivered personally, then the date of such delivery shall be the effective date thereof; if given by registered mail, then the effective date shall be the earlier of either:

(a) 5 days following the date on which the same is delivered to the post office for delivery

or

(b) the date on which the same is received by the party to whom it is addressed.

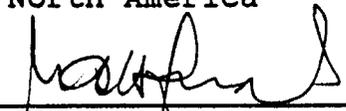
Changes of addresses shall be given in the same manner.

21. This agreement contains the entire understanding of the parties and there are no commitments, agreements or understandings between the parties other than those expressly set for herein. This agreement shall not be altered, waived, modified or amended except in writing signed by the parties hereto.

22. Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration in the English language to be held in the City and State of New York, in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any Court having jurisdiction thereof.

IN WITNESSETH WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers the day and year first above written.

Finnish Tourist Board
of North America

By 
Matti Lintola,
Director

Exclusively Finland
Marketing Services

By 
Lynn Benjamin
Owner


Lynn Benjamin



FINNISH
TOURIST BOARD

655 THIRD AVENUE, NEW YORK, NY 10017 • TELEPHONE (212) 370-5540 • TELEFAX (212) 983-5260

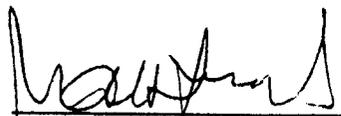
RENEWAL OF AGENCY AGREEMENT

AGREEMENT made as of 30th day of September, 1995 by and between Exclusively Finland Marketing Services, a sole proprietorship of Lynn Benjamin, with its principal office at 23715 West Malibu Road. # 367, Malibu, CA 90265, Lynn Benjamin, an individual residing at 25607 Buckhorn Drive, Calabasas, CA 91302, and the Finnish Tourist Board of North America with its principal office at 655 Third Avenue, New York, N.Y. U.S.A.

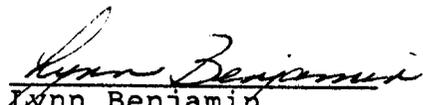
The parties hereto agree that their Agency Agreement is renewed for a further one year term commencing on January 1, 1996, Exclusively Finland Marketing Services fee being \$ 4,500.00 per month as of January 1, 1996, and otherwise on the same terms and conditions as in said Agency Agreement dated as of March 30th, 1995.

IN WITNESSETH WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers the day and year first above written.

Finnish Tourist Board

By 
Matti Linnoila
Director

Exclusively Finland
Marketing Services

By 
Lynn Benjamin
Owner


Lynn Benjamin