

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 Homer & Durham Advertising, Ltd. 115 Fifth Avenue, New York, NY 10003	2. Registration No. 2383
3. Name of foreign principal Scandinavian National Tourist Offices	4. Principal address of foreign principal 655 Third Avenue New York, NY 10017

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

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant. Scandinavian National Tourist Offices - New York
- b) Name and title of official with whom registrant deals.
Ed Conradson, Chairman, Scandinavian Tourist Boards
and Director, Swedish Tourist Board

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

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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
N/A

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

The Scandinavian National Tourist Offices is a government agency established to promote tourism in the five countries of Scandinavia which are:

- Sweden
- Norway
- Denmark
- Finland
- Iceland

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	Name and Title	Signature
February 5; 1988	Tamara K. Homer President	

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
Homer & Durham Advertising, Ltd.	Scandinavian National Tourist Offices

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 two 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 two 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 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 execution of advertising and sales promotion is done upon request by the principal's liaison office in New York City. Each assignment is agreed upon with the principal in advance as to scope, schedule and estimated costs. Completed assignments are billed to the principal on a monthly basis. Invoices are payable within 30 days.

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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.

1. Design of print advertising and sales promotion materials promoting tourism to Scandinavian countries.
2. Placement of advertising in U.S. consumer and trade publications.
3. Distribution of sales promotion materials to U.S. consumers and travel agents.
4. General advice and counsel on U.S. advertising and sales promotion matters.

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

February 5, 1988

Name and Title

Tamara K. Homer
President

Signature

Tamara K. Homer

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.

ANNE EMERSON WEBSTER

SHORT FORM REGISTRATION STATEMENT - QUESTIONS 13 and 14

ANSWER TO QUESTION 13

Homer & Durham Advertising, Ltd. receives compensation from the Scandinavian National Tourist Offices as set forth in the contract.

I am a salaried employee serving several clients including Scandinavian National Tourist Offices. It is not possible to allocate a specific portion of my annual salary for services performed.

ANSWER TO QUESTION 14

I have not received any compensation or anything of value other than my regular salary as an employee of Homer & Durham Advertising, Ltd. which includes my liaison responsibility to Scandinavian National Tourist Offices as well as to other clients.

INTERNAL SECURITY
REGISTRATION

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INTERNAL SECURITY

August 11, 1987

Scandinavian National Tourist Offices
655 Third Avenue
New York, New York 10017

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Gentlemen:

We hereby agree to serve as your advertising agency in accordance with the following terms:

1. Services

During the term of this agreement, we shall be the exclusive company charged with the responsibility of preparing and placing your consumer and trade advertising for the Scandinavian National Tourist Offices limited to the Scandinavian Marketing Program as outlined in our proposal of June 19, 1987.

We shall perform the following for you in connection with the planning, preparing and placing of advertising:

- (a) Study your products or services;
- (b) Analyze your present and potential markets;
- (c) Develop a detailed 1987/1988 marketing plan and, provide you with marketing consulting services on an as needed basis;
- (d) Employ on your behalf, our knowledge of available media and means that can be profitably used to advertise your products or services;
- (e) Create and submit to you for approval advertising, collateral, direct mail, sales promotion, point-of-sale materials, ideas, programs, costs and media recommendations, and public relations (see attached).
- (f) Write, design, illustrate or otherwise prepare your advertisements, (including commercials to be broadcast) and collateral, direct mail, sales promotion, and point-of-sale materials;
- (g) Order the space time or other media to be used for your advertising, endeavoring to secure the most advantageous rates available;

- (h) Forward the advertising to media with proper instructions;
- (i) Verify to such degree as is usually performed by agencies, that insertions and broadcasts have been properly completed prior to authorizing payment;
- (j) Properly incorporate the message in mechanical or other form and forward it with proper instructions for the fulfillment of the order; and
- (k) Audit invoices for space, time, material preparation and services.

2. Compensation

We shall be compensated as follows:

- (a) For all media expenses, our compensation shall be on a fee against commission basis;

Commencing August 15, 1987, you agree to pay us upon invoice a minimum monthly fee of Ten Thousand (\$10,000) Dollars. We shall bill you media expenses at net. We shall audit the media expenditures and calculate the commission that would otherwise have been due us at a standard fifteen percent (15%) agency commission and should that figure exceed the monthly fee paid, you shall pay us the difference, to be calculated on an annual basis payable on the first anniversary of this contract and each anniversary thereafter or upon termination on an annualized basis.

- (b) We shall also be entitled to a fifteen percent (15%) commission on the gross cost of pre-approved talent engaged by us;
- (c) We shall bill you for "out-of-pocket" costs respecting artwork, engravings, type compositions, and any and all art, comp and mechanical expenses incurred by us in an amount which, after deduction of our cost, shall yield us fifteen percent (15%) of such amount as agency commission;
- (d) If, at your request, we undertake special assignments for activities not specifically described within the three page rider attached to and made part of this agreement, the charges for such activities will be subject to prior written agreement between us.

- (e) You agree to reimburse us for such cash outlays as we may incur, such as taxes, insurance, pension and welfare contributions on pre-approved talent engaged by us for your account, forwarding and mailing, telephoning, telegraphing, and pre-approved travel, in connection with services on your account;
- (f) If we are called upon to develop advertising or media plans, prepare advertising or sales promotion materials, or place advertising for any of the Scandinavian Tourist Boards, or provide services for subsidiaries or any affiliated offices, we shall be entitled to receive additional compensation for such work upon such terms as are mutually agreed to by us in advance;

3. Billing and Payment Procedures

- (a) We shall invoice you for the net media costs sufficiently in advance of the payment date to media to permit you to take advantage of all available cash discounts;
- (b) The cost of production materials and services will be billed by us montly. With respect to outside suppliers, we shall bill you following receipt of suppliers' invoices;
- (c) All cash discounts on agency purchases will be passed on to you, provided our billing terms are complied with and there is no overdue indebtedness to us at the time of payment to the vendor.

4. Commitments to Third Parties

- (a) All purchases of space and facilities and all engagements of talent are subject to your prior approval;
- (b) If you should direct us to cancel or terminate any project, we shall do so promptly, provided you will bear all related costs.

5. Safeguarding of Property

We shall take all reasonable precautions to safeguard any property you entrust to our custody, but we shall not be responsible for any loss unless caused by negligence on our part.

6. Indemnities

We will maintain in force a standard Advertising Agency Liability Insurance policy providing coverage of not less than One Million (\$1,000,000) Dollars. We shall hold you harmless from and against any and all damages, including attorneys fees, arising out of any claim or action relating to materials prepared and placed by us to the extent and to the monetary limit that the policy provides coverage.

You will hold us harmless from and against any and all damages including attorneys fees, where any such claim or action arises out of the use of information or materials supplied by you to us.

7. Confidentiality

We shall keep in strictest confidence all of your strategic plans, business plans, product information and market research data provided to us. We agree to restrict access to this information to those working directly on this account and to return all documents to you upon your request or upon termination of this contract. The obligations of this paragraph shall survive the termination of this contract.

8. Term of Agreement

The term of this agreement commences on August 15, 1987 and will continue until terminated by either party on no less than ninety (90) days prior written notice. In the absence of such written notice, it will remain in effect through December 31, 1991.

During the termination notice period all rights and obligations of the agency continue in full force, including the ordering and billing of advertising whose closing or broadcast dates fall within such period.

Upon termination of this contract, we shall transfer and make available to you all property and materials in our possession or control belonging to and paid for by you or used by you. You recognize that we are signatories to collective bargaining agreements with SAG and AFTRA and that all engagements of talent are subject to such agreements and that talent agreements cannot be assigned except pursuant to such collective bargaining agreements.

If the above accords with your understanding and agreement, kindly indicate your consent hereto by signing in the place below and return one copy to us for our files.

Very truly yours,

HOMER & DURHAM ADVERTISING, LTD.

By Tamara K. Homer
Tamara K. Homer
President

Date Oct 16, 1987

SCANDINAVIAN NATIONAL TOURIST OFFICES

By Ed Conradson Date Oct. 16, 1987
Ed Conradson, Chairman, Scandinavian
Tourist Boards and Director, Swedish Tourist
Board