

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 Trombone Associates, Inc. 420 Madison Avenue, New York, NY 10017	2. Registration No. 4601
3. Name of foreign principal Transocean PassagierDienst GmbH d/b/a Transocean Tours	4. Principal address of foreign principal Brededenstrasse 11 2800 Bremen 1 Germany

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.
- 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 registrant deals.
- c) Principal aim

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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

Ocean Tourism

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.

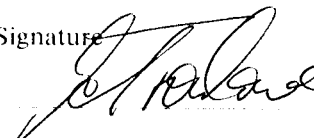
Date of Exhibit A

2/17/93

Name and Title

Ilse Trombone-President

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.

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Name of Registrant	Name of Foreign Principal
Trombone Associates, Inc.	Transocean PassagierDienst GmbH d/b/a Transocean Tours

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 three 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 three 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 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.

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


Advertising (Place Media, Develop Creative); Public Relations; issue Press Releases, set up Press conferences, plan Feature Articles, organize trips, Sales Promotion, design and print collateral material.

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

Advertising (place media and develop creative), Public Relations; issue Press Releases, set up Press Conferences, plan feature articles, organize trips, Sales Promotion, design and print Collateral Material.

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
2/17/93	Ilse Trombone 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.

AGREEMENT FOR ADVERTISING AND PUBLIC RELATIONS SERVICES

Agreement is entered into as of November 15, 1992 by and between Transocean Passagierdienst GmbH d/b/a Transocean Tours ("Client") and Trombone Associates ("Agency").

1. SERVICES AND DUTIES.

Agency will devote its best efforts to further the interests of and endeavor in every proper way to make Client's advertising successful. To that end, Agency shall render services and perform duties as follows in connection with the promotion and marketing of the M/V COLUMBUS CARAVELLE (the "Vessel") in the North American market:

(a) Agency will familiarize itself with the business of Client, its merchandising policies and its products (services), and analyze the present and potential markets for the vessel;

(b) Agency will prepare and implement a comprehensive public relations program to promote the Vessel through media liaison and placements, travel writer and travel agent familiarization programs, creation and dissemination of news releases and features for both trade and consumer media, preparation and distribution of press kits and servicing of press requests; developing special promotional programs for the travel industry and assisting client in the execution thereof; and submission of monthly reports with media clips and summary of activities;

(c) Agency will formulate, develop and submit to Client for its approval advertising ideas, plans, programs and campaigns;

(d) Agency will prepare and submit to Client estimates of the cost of Client's advertising and expenses incidental thereto;

(e) Agency will do or cause to be done the acts and things referred to in the following clauses (f) through (i) in execution of such advertising ideas, plans, programs and campaigns as receive Client's approval, utilizing the services of a management supervisor, account executive and assistant, together with such support and ancillary services as are reasonably necessary;

(f) For use in connection with Client's advertising and with Client's prior approval Agency will: (i) write, illustrate, design, edit and otherwise prepare advertising material of all kinds to be published, displayed, broadcast, distributed or otherwise presented; (ii) purchase or otherwise acquire artwork, engravings, electrotypes and like materials and also the reproduction rights to written pictorial and musical works; (iii) audition and engage theatrical, musical and other talent; and (iv) arrange and contract for the production of radio and TV programs and motion picture films;

(g) At Client's direction, and with Client's approval Agency will reserve, contract for and otherwise obtain space, time and facilities for publishing, displaying broadcasting, distributing and otherwise presenting Client's advertising;

(h) Agency will check and verify the following in accordance with Agency's regular practices and procedures: (i) appearance, date, position, size and reproduction of Client's published advertisements; (ii) postings of Client's outdoor and indoor advertising displays; (iii) broadcastings of Client's radio and TV programs, and presentations of Client's motion picture films; and (iv) due delivery of advertising materials and supplies ordered by Agency for Client's account;

(i) Agency will audit and pay all proper bills incurred for Client's account and make available to Client due proof that such bills have been paid; and

(j) Agency's account team will meet regularly with Client and shall submit periodic reports of work performed and proof books of placements.

2. APPROVALS.

Before proceeding to execute any advertising idea, plan, program or campaign on Client's behalf Agency will obtain Client's general approval thereof. Thereafter, Agency will submit to Client for specific approval: (a) the copy, layouts, artwork, and other materials Agency proposes for use in connection with Client's advertising; (b) schedules showing the times when and the media through which it is proposed that such material be published, displayed, or otherwise presented; and (c) estimates of the cost of the various items of Client's advertising and the expenses incidental thereto. Client's approval of copy and layouts will constitute authority to prepare proofs. Reservations and contracts for proposed space, however, will not be made until the media schedules and cost and expense estimates have been approved by Client.

3. CHARGES.

Set out below are the charges for which Agency shall be entitled to bill Client, and which Client agrees to pay, for the services Agency are to render and the expenditures Agency are to make for Client's account hereunder. References hereinafter to Agency's "net cost" mean the actual amount Agency is required to pay or credit to some third party to purchase materials or services or both, for Client's account; i.e., the gross amount charged by the third party, less any and all related discounts, rebates, commissions, differentials and similar items paid or allowed by the third party to Agency. Agency warrants and represents to Client that in purchasing any materials or services for Client's account, Agency shall exercise due care in selecting suppliers and make every effort to obtain the lowest price for the desired quality of materials or services. Wherever possible, Agency shall obtain competitive bids. In no event shall Agency purchase any materials or services from any supplier that is a subsidiary or affiliated company or that is known to Agency to be owned or controlled by any of the directors, officers, principals of Agency, without making full disclosure to Client of any such relationship.

A. Public Relations

30,000-
For public relations services as outlined in paragraph 1.(b), Agency shall bill Client at \$5,000 per month. Expenses incurred pursuant to an approved public relations budget, not to exceed \$20,000 per year, for transportation, mailings, press releases, copies and reproductions, postage, distribution, communications, printing, list maintenance, and press entertainment shall be billed at Agency's net cost without commission or mark-up. Press and agent familiarization travel shall be subject to prior approval of Client and GSA. / ce

B. Charges for Media

(1) For all media advertising Agency will bill Client at the negotiated or actual rate paid, but not to exceed the card rate, except where a 15% commission is not allowed to Agency by the medium, in which case Agency will bill Client on a basis that will yield Agency 15% of the gross amount Client pays for such space or time.

(2) If Client do not use all the space for which Client originally authorized Agency to contract and if a higher "short rate" results, Agency will then bill Client on the basis of the additional amount due by reason of the rate differential.

C. Charges for Advertising Production

(1) For artwork, and mechanical items (such as engravings, photocopies, typesetting, electrotyping, velox, film, etc.) that Agency purchases from third parties for Client's account, pursuant to Client's authorization Agency will bill Client for Agency's net cost plus 17.65% thereof.

(2) Should Agency be authorized by Client to produce collateral material and folders that are not part of the public relations program, the cost of such items shall be estimated and paid by Client in advance.

D. Incidental Expenses for Advertising Campaign

Subject to an approved expense budget, Agency will bill Client, at net cost to Agency, for all necessary incidental expenses incurred for Client's account in connection with Agency's rendition of services and performance of duties hereunder, including but not being limited to the cost of packaging advertising material for shipment; postage, messengers, express and other transportation charges for the shipment of such material; long distance telephone and facsimile charges; authorized travel expenses; copyright charges; import duties and other customs-house charges; and expenses in connection with securing of testimonials and releases.

All these costs are included in the estimated costs of / ce
Public Relations expenses

4. BILLING PRACTICE.

Agency's bills for media and related production will be rendered to Client in time to afford Client a reasonable opportunity to remit the funds required to enable Agency to pay

the charges incurred for Client's account on their due dates, and Client agrees to pay such bills within the time therein specified for payment. Agency agrees that any and all contracts, correspondence, books, accounts and other sources of information relating to Client's business upon reasonable prior notice shall be available for inspection at Agency's office by Client's authorized representatives during ordinary business hours.

5. OWNERSHIP AND CUSTODY OF ADVERTISING MATERIAL.

(a) All layouts, copy, artwork, and other advertising material prepared for Client or purchased for Client's account hereunder pursuant to a program or campaign approved by Client are work for hire and will be Client's property exclusively, and Agency will deal with as such; and

(b) Agency will take every reasonable precaution to safeguard any and all of Client's property entrusted to the custody of Agency's employees, agents or assigns; but, in the absence of negligence on Agency's part or disregard by Agency of Client's property rights, Agency is not to be held responsible for any loss, damage, destruction or unauthorized use by others of any such property, unless as otherwise reasonably agreed to by the parties.

6. RESPONSIBILITIES REGARDING CLAIMS.

(a) In the event that Client acquires valid claims, arising out of any of Agency's activities on Client's behalf hereunder, against any media, suppliers of goods or services, or other persons, Agency will (unless Client otherwise direct) endeavor to collect such claims or adjust and settle the same, but it is understood that Client will pay Agency's net cost for any legal services and other expenses that may be required in connection therewith. No lawsuit on any such claim will be instituted without Client's prior approval, nor will any such claim be adjusted or settled without Agency's consent;

(b) Client will indemnify Agency against any loss Agency incurs as a result of any claim, suit or proceeding made or brought against Agency based upon any advertising material or information Client supplied to Agency and which Agency used in any advertising or publicity that Agency prepared for Client and which Client approved before its publication; provided, however, that Client's obligation so to indemnify Agency shall not extend to any such loss, or any part thereof, in respect of which Agency may be entitled to an indemnity from an insurer;

(c) In the rendition of Agency's services and the performance of Agency's duties hereunder Agency will endeavor, to the best of Agency's judgment and ability, to avoid any claims being made or any lawsuits or legal proceedings being instituted against Client or Agency. Agency shall indemnify and hold Client harmless with respect to any and all expenses suffered and claims or actions asserted against Client, based upon material prepared by Agency, involving any claim for libel, slander, piracy, plagiarism, invasion of privacy or infringement of copyright, except where any such claim or action may arise out of material supplied by Client

to Agency and incorporated in material prepared by Agency; with respect to any such latter claims or actions Client will indemnify and hold Agency harmless; and

(d) At any time before work is completed on any project approved by Client, as herein provided, Client will be entitled to revoke such approval and to direct that the work on such project be discontinued. Thereupon, Agency will endeavor to see that the work is promptly stopped, but Client will be obligated to pay any and all of Agency's proper charges and any and all proper expenses incurred by Agency in connection with such work up to the time of its discontinuance and for charges imposed as a result of cancellation of commitments previously authorized by Client.

7. AGENCY'S ACTIVITIES.

(a) Nothing herein contained shall be deemed to require that Agency undertake any campaign, prepare any advertising material or publicity, or cause publication of any advertisement or article, which, in Agency's judgment, would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to Agency's interests; and

(b) Agency shall not render any advertising services in connection with any product or service competing with that being promoted by the campaign undertaken pursuant to the Agreement without the approval of the Client.

8. CLIENT REPRESENTATIVE.

Client has appointed ^{Marquest} ~~Traveltime Inc.~~, ~~d/b/a MarQuest~~, of Laguna Beach, California, as its general sales agent for North America and hereby designates MarQuest as its approving authority for purposes of this Agreement. Unless and until such designation is revoked by written notice to Agency, all matters (other than general budget limitations) subject to Client's approval shall be submitted to and approved by MarQuest. Such designation shall in no way subject ~~Traveltime Inc.~~ or MarQuest to any liability to Agency or to any third parties with whom Agency contracts on behalf of Client. To facilitate payment or Agency's billings, all statements shall be rendered in duplicate to Client and to MarQuest.

9. EFFECTIVE DATE AND TERMINATION.

(a) This Agreement shall take effect as of 15 November, 1992 and shall continue in force for one year, and may be terminated by either party on notice of 60 days prior to the end of the contract year. The Agreement may also be terminated by Client upon immediate notice in the event of an actual or constructive total loss, or a transfer of ownership or control by a sale or long-term charter of the Vessel. After the first contract year, this agreement shall continue in force thereafter until terminated by either party upon at least 90 days written notice to the other;

(b) In the event of such termination, Agency shall be the agency to prepare and place Client's advertising to be published during the notice period preceding the termination date, except as to advertising in which Client may participate in connection with any joint program of an industry or group of companies;

(c) Agency will not be entitled to any profit or commissions in respect of space, materials or services with regard to advertising published, broadcast or otherwise presented after the termination date of this Agreement, except as to advertising material (prepared by Agency or under Agency's supervision) previously approved and authorized by Client to be placed by Agency with named media for publication in specified issues or for broadcast or presentation on specified dates;

(d) Upon the termination of this Agreement and payment of all items properly chargeable to Client hereunder, Agency will transfer and assign to Client or Client's designated representatives any and all contracts, options, reservations, orders and other arrangements made or obtained by Agency hereunder for space, time facilities, materials and services in connection with Client's advertising any publicity. At any time prior to, and for a reasonable time after, the termination hereof, Agency will deliver or make available to Client or Client's designated representatives any and all physical property of Client's in Agency's custody or under Agency's control; and

(e) After the termination of this agreement Client shall have the absolute right to use in any proper and lawful way that Client may desire, and without obligation to pay Agency any further compensation, profit or commission, the following: 1) any and all advertising slogans, ideas or plans that Agency prepared or developed for Client's hereunder and that Agency suggested or otherwise submitted to Client during the life of this agreement and which Client used at least once prior to the termination hereof; provided, however, that in the event Client does not use said information or material at least once prior to the termination hereof, then such information or material may be used by either party; and (2) any and all layouts, copy, artwork, films and other advertising material that Agency prepared for Client's or purchased for Client's account hereunder pursuant to a program or campaign that Client had approved, regardless of whether such material was published, displayed, broadcast, distributed or otherwise presented prior to the termination hereof.

10. NONASSIGNABILITY.

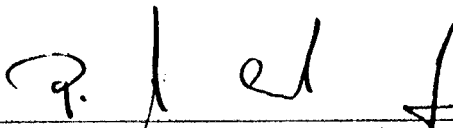
This is a personal service agreement, and may not be assigned by either party hereto without the prior written consent of the other.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first set out above.

For The Client:


TRANSOCEAN PASSAGIERDIENST GMBH

by 
Peter Wachert, Managing Director

by 
Yuri Khromykh, Managing Director

For The Agency:

TROMBONE ASSOCIATES, INC.

by 
Ilse Trombone, President