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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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 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 <i>Russell Fink Inc</i>		2. Registration No. <i>14891</i>
<i>301 E. 57th St New York, NY 10022</i>		<i>2007 MAY - 2 PM 2:46</i>
3. Name of foreign principal <i>Centre Pompidou Paris</i>	4. Principal address of foreign principal <i>75191 PARIS cedex 04</i>	

5. Indicate whether your foreign principal is one of the following:

- 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 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

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

Cultural MUSEUM

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes No

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 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 must 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.

Centre Pompidou

Date of Exhibit A

4/6/07

Name and Title

Philippe Polonsky, Pres

Signature

Philippe Polonsky

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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MAY -2 PM 2:46
REGISTRATION UNIT

1. Name of Registrant <i>Russ FINE Inc</i>	2. Registration No. <i>1487</i>
3. Name of Foreign Principal <i>Centre Pompidou Paris</i>	

Check Appropriate Boxes:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. 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 expenses, if any, to be received.

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

Public Relations Counsel

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

Interviews
Press Lists / Clips
Informational Audit
Communications Strategies

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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
4/6/07	Philip Polstein Pres	Philip Polstein

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any 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 interests, policies, or relations of a government of a foreign country or a foreign political party.

**PUBLIC CONTRACT FOR SERVICES
PROVISION OF INTANGIBLE SERVICES**

Contract ID no. : 06 05 115
PUBLIC BODY : Centre national d'art et de culture Georges POMPIDOU
A French cultural national public body, hereinafter the "Centre"
BENEFICIARY OF THIS CONTRACT :
SUBJECT-MATTER : Communication and press agency consultancy assignment
with a view to increasing the renown of Centre Pompidou in
the United States to mark the Centre's thirtieth anniversary

Date on which this contract was awarded to the beneficiary:	STATEMENT FOR APPROVAL 2007 MAY -2 PM 2:46 COMMUNICATION UNIT
<u>Monthly fixed fee (included general expenses):</u> In euros : 10 260	
<u>Fixed fee for the entire 7 month period (included general expenses):</u> In euros : 71 820	

This contract was awarded in accordance with article 30 of France's *code des marchés publics* [rules governing public contracts] (services of a cultural nature – press agency – CVP 92400000 – 5)

The person who is empowered to provide the information stipulated by article 108 of France's *Code des marchés publics* is the Chairman of Centre POMPIDOU.

Commissioner: the Chairman of Centre POMPIDOU.

Billing Department: the Communication Department

Person in charge of accounts payable in connection with this contract: the Head of Accounts of Centre POMPIDOU.

The consideration charged for this contract shall be deemed to have been calculated as at the month of December 2006, that month being referred to as "month zero".

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ARTICLE 1 THE BENEFICIARY

I, the undersigned¹,

Mr./Mrs./Ms (full name and title)

Acting for and on behalf of (company name)

Share capital:

Registered address: (complete address and telephone number)

Registered with I.N.S.E.E.:

Establishment code number (SIRET no.):

APE (main activity) code:

Company registration number and place where registered:

THE FOLLOWING HAS BEEN AGREED

ARTICLE 2 SUBJECT-MATTER – GENERAL TERMS AND CONDITIONS

2.1 Subject-matter of the assignment

This contract sets out the terms and conditions under which the beneficiary shall provide the public body with advisory and press agency services with a view to developing the reputation of Centre Pompidou in the United States to mark the Centre's thirtieth anniversary.

2.2 Detailed description of the assignment and time scales

The services shall include defining, orienting and implementing a communication strategy designed to increase awareness of Centre Pompidou and of its high standards, and to promote its past, present and future missions and activities, such as through the events that will be staged to mark Centre Pompidou's THIRTIETH ANNIVERSARY, in January 2007.

The aims sought by Centre Pompidou are as follows:

Centre Pompidou wishes to retain the services of an agency specialising in communication strategies so as to:

- position Centre Pompidou as a key partner on the international contemporary art scene;
- describe, showcase and validate the Centre's growth strategy in the field of contemporary creativity among key players on the American cultural scene, so as to better publicise Centre Pompidou's past, present and future actions;
- establish positive and valuable contacts with the press and the cultural and arts circles so as to enhance the image of Centre Pompidou and promote its actions, its professionalism and the quality of its activities;

¹ to be completed by the applicant

- engage in press relations to back the actions of Centre Pompidou;
- present Centre Pompidou in a positive light to the arts community in the broadest sense of the term (artists, galleries, cultural institutions, specialised and lay press and all other media);
- manage any crises that may arise and act as the spokesperson of Centre Pompidou in connection with same.
- This contract also retroactively covers a prior assignment carried out by the beneficiary in November 2006 at the Miami Contemporary Art Fair.

2.3 Parties involved

For the purposes of performing this contract, the representative of the person in charge of this contract shall be:

Mrs. Roya Nasser, head of Communication at Centre Pompidou

ARTICLE 3 DOCUMENTS FORMING PART OF THE CONTRACT

The following documents, in order of decreasing importance, shall form part of the contract:

3.1 Specific documents

- This letter of instruction, which also sets out the special terms and conditions;
- The beneficiary's proposal setting out the methodology, the organisation and the persons in charge of performing the beneficiary's obligations under the contract.

3.2 General documents

- the general administrative terms and conditions applicable to public contracts for the provision of intangible services (CCAG - PI) (as per France's decree no. 78-1306 of 26 December 1978, subsequently modified) -- OPTION A.

ARTICLE 4 TERMS GOVERNING THE PERFORMANCE OF THE CONTRACT

4.1 The obligations of CENTRE POMPIDOU

The Centre hereby pledges to provide the beneficiary with all the information in its possession that is necessary for the proper provision of the services.

Centre Pompidou hereby pledges to treat any information that is identified as confidential by the beneficiary with the strictest confidentiality.

4.2 The beneficiary's obligations

In performing its obligations hereunder, the beneficiary shall deploy and implement whatever means it shall consider to be most appropriate, subject to the Centre's consent, to achieve the aims sought by the Centre and thus strongly and effectively back the Centre's candidature.

The beneficiary shall convene any meetings and make any contacts at its own initiative as it sees fit.

The beneficiary is hereby bound by an obligation as to the means deployed to achieve the aims; it must therefore deploy the requisite human and technical resources in order to successfully carry off its assignment within the preordained time scales.

The beneficiary must also maintain the strictest confidentiality with regard to any document, information or data to which it is made privy within the scope of this contract in any way and form whatsoever. These elements shall not be disclosed to any parties other than on a need to know basis. The beneficiary pledges to grant Centre Pompidou absolute exclusivity in respect of its assignment and pledges not to take on any other assignment whatsoever from another partner who might be involved in the development of the West Kowloon Cultural District. In particular, the beneficiary pledges not to accept any remuneration from any third party in connection with the services hereby entrusted to it.

4.3 Documents to be provided by the beneficiary

The beneficiary shall report weekly in writing to the person in charge of the contract or to his or her representative regarding the progress of its assignment (by means of an e-mail sent to roya.nasser@centrepompidou.fr).

Upon completion of each phase, the beneficiary shall draw up a full report. Should any "crisis situation" arise, the reporting frequency shall be determined by the beneficiary in accordance with the requirements of the circumstances at hand.

The beneficiary shall draw up any report or information memorandum which it considers to be useful for the proper performance of its assignment.

4.4 Compliance with regulations

In accordance with article 9 CCAG-PI, the beneficiary shall assume all its obligations under the statutes and regulations governing the protection of workers and working conditions in the course of delivering its services.

ARTICLE 5 DURATION OF THIS CONTRACT – TIME SCALES AND PENALTIES

This contract shall come into force on the date on which it is awarded to the beneficiary. It shall last for 7 months as of that date (being scheduled to expire in March 2007).

Notwithstanding the provisions of article 15.2 CCAG, the beneficiary is hereby dispensed from having to disclose to the person in charge of the contract the causes that impede the performance of its obligations under the contract within the preordained time scales where such causes are beyond its control. Should this be the case, the beneficiary shall propose that the contract be extended by an appropriate duration to enable it to perform its obligations; this proposed extension must be approved by the person in charge of the contract.

The beneficiary shall be subject to the penalties stipulated by CCAG for any delays that are due to the beneficiary itself in the course of fulfilling its assignment.

ARTICLE 6 CONSIDERATION

6.1 Consideration for the services to be provided by the beneficiary

6.1.1. Fixed fee

The monthly fee payable as consideration for the services to be provided by the beneficiary shall amount to 12,000 US dollars, i.e. around 9,120 euros as at 16 December 2006 based on the exchange rate set by the French Ministry of the Economy, Finance and Industry, i.e. 1 US dollar = 0.76 euro.

Given that the services are to be performed over a period of 7 months, the fixed fee shall amount to 84,000 dollars i.e. around 63,840 euros.

6.1.2. Expenses

The fixed fee shall comprise costs linked to the performance of the services, with the exception of incidental costs such as use of telephone, fax, photocopying, local and express courier services.

These incidental costs shall be billed to Centre Pompidou at cost; Centre Pompidou shall thereupon reimburse them provided that they are backed by suitable evidence and do not exceed 1,500 US dollars, i.e. around 1,140 euros per month.

The abovementioned fee shall therefore be all-inclusive and there shall be no other remuneration or reimbursements for costs incurred in the course of performing the services described in the contractual documents.

6.1.3 Provision for prior assignments

Taxi and telephone costs amounting to 256.48 US dollars which were incurred as part of the prior assignment that was carried out at the Miami Contemporary Art Fair in November 2006 shall be billed to Centre Pompidou for reimbursement purposes. These costs shall be billed to Centre Pompidou at cost and must be backed by suitable evidence.

6.1.4 Value added tax

The services shall be VAT-exempt.

6.2 Determination of the prices charged by the beneficiary

The consideration for the services to be provided as set out above shall be deemed to have been set in accordance with the prevailing economic conditions during the month mentioned at the start of this document.

6.3 Variation of the consideration

The consideration is fixed and non-revisable.

6.4 What the abovementioned consideration includes

The fixed consideration for the services to be provided under this contract comprises all consumables, all equipment and facilities required for the proper performance of the services, all communication and representation costs, all general expenses, taxes, duty, levies, secretarial costs, travel costs and any costs incurred in reproducing the documents generated as part of the services (on paper and electronic media). The consideration is therefore all-inclusive and there shall be no other additional fees or reimbursement of costs incurred by the beneficiary in connection with the performance of the services that are described in the contractual documents.

ARTICLE 7 PAYMENT

7.1 Method used to settle the consideration due to the beneficiary

The consideration for the services that are to be performed shall be paid to the beneficiary in monthly instalments. Invoices shall be made out in US dollars. The applicable exchange rate shall be the prevailing exchange rate on the date on which the beneficiary was commissioned to provide the services.

Upon completion and acceptance of the services and expiry of this contract, a final payment of the balance due to the beneficiary shall take place. The payment authorisations issued in connection with the beneficiary's requests for payment of instalments and of the final balance shall be tantamount to acceptance without reservation of the services provided and acceptance of the assignment as a whole.

The beneficiary shall send to the person in charge of the contract requests for payment drawn up in triplicate (one original and two copies) bearing the following information:

- The reference number of the contract,
- The month to which the request for payment relates,
- The amount thereof including tax.

Each request for payment shall be made out to CENTRE POMPIDOU and shall be sent to the person in charge of the contract at the following address:

Centre POMPIDOU
Direction de la communication
75191 Paris Cedex 04
France

7.2 Billing

CENTRE POMPIDOU shall pay the moneys that are due under this contract by crediting the following account (please enclose the "RIB" or "RIP" [bank details]) opened:

In the name of

At the following bank

Bank code

Branch code

Checksum

Address

Notwithstanding the provisions of article 12.5 CCAG/PI, any moneys that are due shall be paid within 45 days of the date on which the Centre receives the beneficiary's invoices.

In case of late payment, interest at the standard rate plus two points shall accrue on any moneys owed to the beneficiary on the date on which the interest began to accrue.

7.3 Advance / down-payment

Not applicable

ARTICLE 8 ACCEPTANCE OF THE SERVICES

The acceptance of the services provided by the beneficiary shall take place upon expiry and fulfilment of this contract. The payment authorisations issued in connection with the beneficiary's last request for payment (of the balance due) shall be deemed to constitute full acceptance of the services, unless Centre Pompidou notifies the beneficiary otherwise.

However, and notwithstanding the provisions of article 32 CCAG, the beneficiary need not notify the person in charge of the contract in writing of the date on which the services shall be presented with a view to acceptance by the public body.

ARTICLE 9 SUBCONTRACTING

- I do not plan to subcontract any part of the services ²
- I am planning to subcontract part of the services ³

Schedule(s) no(s). [...] appended hereto indicate(s) the nature and extent of the services that I/we plan to contract out to one or more subcontractors whom I/we shall remunerate directly, as well as the name(s) of this/these subcontractor(s) and the terms of payment agreed as part of the subcontracting contract(s).

In accordance with this/these schedule(s), the total value of the services that I/we plan to contract out shall be:

Amount including tax: €

(amount in longhand:)

ARTICLE 10 RESCISSION

No particular provisions.

ARTICLE 11 USE OF THE OUTCOME OF THE SERVICES – DISCRETION

The option retained by the parties concerning the use of the outcome and results of the services provided by the beneficiary and concerning the respective rights of the Centre and of the beneficiary is option A as defined in chapter IV of CCAG-PI.

In accordance with article 7 CCAG-PI, the beneficiary must maintain absolute discretion over any information and documents that it secures or is made privy to within the scope of its provision of the services.

ARTICLE 12 INSURANCE

No particular provisions.

ARTICLE 13 THE BENEFICIARY'S DECLARATION

By signing this contract, the beneficiary:

² To be completed by the applicant

³ To be completed by the applicant

- Hereby declares that it is not labouring under a prohibition from bidding for the contract arising from articles 8 and 38 of France's order no. 2005-649 of 6 June 2005 on contracts issued by certain public or private bodies that are not subject to France's *code des marchés publics* or from article 29 of France's law no. 2005-102 of 11 February 2005 on equal rights and opportunities, social involvement and insertion and citizenship of handicapped persons (article 43 of France's *code des marchés publics*),
- Hereby provides a sworn declaration that it is not subject of any bankruptcy proceedings⁴,
- Hereby declares that it has provided all the requisite information about compliance with the obligation to employ handicapped workers stipulated by article L. 323-1 of France's *code du travail* [labour laws] (article 45 IV of France's *code des marchés publics*),
- Hereby declares that it has provided the affidavits and certificates stipulated by article 46 of France's *code des marchés publics*, and in particular the documents or affidavits stipulated by article R. 324-4 and R. 324-7 of France's *code du travail*, and hereby **pledges to provide same anew every 6 months until it finishes providing its services under the contract.**

The documents and affidavits mentioned in this article must be drawn up in French or must be submitted together with a French translation.

If the applicant is foreign, the applicant hereby declares and attests that it has complied with all the obligations that are incumbent upon it by virtue of the rules and regulations which it is subject to.

ARTICLE 14 DISPUTES

Should any disputes arise in connection with the performance of this contract, they shall be submitted to the exclusive jurisdiction of *Tribunal Administratif de Paris* [the administrative court of Paris, France].

ARTICLE 15 DEROGATIONS FROM CCAG/PI

Article 5.2 contains a derogation from article 15.2 CCAG-PI,
Article 7.2 contains a derogation from article 12.5 CCAG-PI,
Article 8 contains a derogation from article 32 CCAG-PI.

Delivered in the form of one original copy⁵ At, on

In Paris, the beneficiary

⁴ Please cross out as appropriate. In case of court-ordered insolvency proceedings, a copy of the relevant court ruling(s) should be forwarded to the Centre upon handing in the beneficiary's bid.

⁵ Please sign and indicate the name and title of the signatory of the contract as well as affixing the beneficiary's corporate seal

In Paris, on.....

The representative of the authority in charge of awarding the contract

The Chairman of Centre National d'Art et de Culture
Georges POMPIDOU, appointed as such by decree on 25 June 2002