FORM OBD - 67
JAN 1977

UNITED STATES DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20530

OMB No. 43-R0216
Approval expires Oct. 31, 1981

EXHIBIT A

TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

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
VAN BRUNT & CO. ADVERTISING-MARKETING, INC.
300 East 42nd Street, New York, N.Y. 10017

2. Registration No.
1704

3. Name of foreign principal
FRENCH GOVERNMENT TOURIST OFFICE

4. Principal address of foreign principal
17 rue de l''Ingenieur Robert Keller
Paris 75740 France CEDEX 15

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

[x] 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.
Ministere de la Jeunesse, Des Sports et des Loisirs

b) Name and title of official with whom registrant deals.
J. C. Roma, Director General, North America

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

Developing and promoting tourism to France.

TERMINATED
DATE 4-1-86

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal ..... Yes [X] No [ ]

Directed by a foreign government, foreign political party, or other foreign principal.... Yes [X] No [ ]

Controlled by a foreign government, foreign political party, or other foreign principal.. Yes [X] No [ ]

Financed by a foreign government, foreign political party, or other foreign principal... Yes [X] No [ ]

Subsidized in whole by a foreign government, foreign political party, or other foreign principal ..... Yes [X] No [ ]

Subsidized in part by a foreign government, foreign political party, or other foreign principal ..... Yes [ ] No [X]

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

French Government Tourist office is an agency of a ministry of the French Government

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
November 20, 1980	Albert Van Brunt/President	Albert Van Brunt

DOJ

Form OBD-65
Rev. 4-27-77
(Formerly DJ-304)

OMB
No. 43-R435
Approval Expires Oct. 31, 1981

UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

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
VAN BRUNT & CO. ADVERTISING-MARKETING, INC	FRENCH GOVERNMENT TOURIST OFFICE

Check Appropriate Boxes:

1. [X] 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.

   Two copies of contract enclosed.

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 services of Van Brunt & Co. will include producing and placing advertisements in magazines, newspapers, radio and other recognized media. We recommend the media, prepare the advertisements, order the space or time, pay the media and bill the client.

TERMINATED
DATE 4-1-86

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

Van Brunt & Co. acts as the advertising agent of French Government Tourist Office in accordance with the written agreement.

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 [XX]

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
November 20, 1980	Albert Van Brunt/President	Albert Van Brunt

[1/] Political 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.

Van brunt & co.
Advertising-Marketing Incorporated

AGREEMENT

VAN BRUNT & CO.
Advertising-Marketing, Inc.

and

FRENCH GOVERNMENT TOURIST OFFICE

We are pleased to accept the appointment as the advertising agency for the French Government Tourist Office and look forward to a long, pleasant and mutually profitable association. One of the best foundations for such an association, we believe, is an understanding at the outset of all services to be rendered, areas of responsibility and of all arrangements, including methods of compensation and the details of billing procedures.

We will, of course, devote our best efforts to your interests. In return, you agree to aid us by making available to us needed information and to cooperate in every reasonable way to expedite our work. This is a team operation: client and agency working together.

Agency services will consist of planning, preparing, placing, checking and paying invoices for advertising which you authorize us to place through advertising media, such as consumer and business publications, newspapers, magazines, billboards, car cards, radio, television, etc., as well as the planning, writing and production of such collateral services and materials as direct mail, visual sales aids, research, etc., on which you request or authorize us to work.

In consideration for commissions and fees earned, we will render the following specific services:

Advisory. The account will be under the direct supervision of a principal executive officer of Van Brunt & Co., who will keep in close touch at all times with the policies and details of your advertising problems, promotion plans, etc., so as to assure you the full benefits of our specialized knowledge and experience.

Creative. Through its creative staff and under the supervision of a principal, the agency will furnish plans, ideas, rough layouts, storyboards and text for advertising to be placed by it and, on your approval, will initiate and purchase necessary art work and mechanical production.

Purchasing. Based on your approval of these advertising plans, we will contract for magazine, newspaper or other space or time, purchase all required illustrations, engravings, electrotypes, composition and all other mechanical services required for the manufacture of the advertisements. We will forward copy, plates, etc., to the various media, check proofs and insertions, check invoices and, where our records prove their proper execution, bill you for items as authorized by you.

TERMINATED
DATE 4-1-86

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VAN BRUNT & CO.
Advertising-Marketing, Inc.

and

FRENCH GOVERNMENT TOURIST OFFICE

Collateral Services

Research. A primary function of the agency is to gain information which will be of value to the preparation of the client's advertising; checking its effectiveness and evaluating its results. This includes the researching of facts and figures on marketing, competitive advertising, etc. basic to advertising copy. The library research is normally at no extra cost to client, except in such cases proposed by you or by us where outside expense is involved and authorized by the client.

There is no charge for research consultation or the interpretation of research information, except under such client-authorized procedures involving special statistical and tabulation work.

If and whenever it is desired by you that we also prepare and handle special market surveys, readership studies, etc., we will do so; supervising and planning and preparation of the studies, including securing estimates for you, and following through on the complete 'production' of the survey questionnaires, mailings, interviews, tabulations, etc., checking costs, handling billings, etc.

Direct Mail, Presentations, Sales Aids, etc. The coordination of selling aids, direct mail, merchandising, and space advertising is an important part of every advertising program. As part of our regular services, we will prepare, when authorized by you, such mailings, booklets, presentations, slide films and motion pictures, merchandising materials, fact files, data sheets, pamphlets, broadsides, catalogs, premiums, etc., called for in the promotion plans proposed by you or by us. Our services will include planning, copy, production, purchasing, supervising outside work, checking invoices, handling billing, etc.

Charges and Billing Procedures. The two fundamental principles on which the client-agency-media financial relationship is based are: First, that the advertising agency shall finance its own services but not the advertising of its clients; second, that the advertising agency is held solely liable by media for payment.

AGREEMENT

VAN BRUNT & CO.
Advertising-Marketing, Inc.

and

FRENCH GOVERNMENT TOURIST OFFICE

Therefore, as is the usual custom, payments for media bills are due and payable by clients in time for us to meet the discount dates of media, on dates stated on our invoices. So that you will have sufficient time to audit and pay invoices, billing and due dates are as follows:

Newspapers. Invoices are rendered by the agency on the last day of each month covering the space ordered for advertisements which appeared during that month. Payments are due in ten days and cash discounts equal to that allowed the agency by the newspapers are offered to the client subject to payment by the due dates indicated on the invoice.

Magazine and Business Publications. Magazine space is billed in advance, from approved schedules, and payments are to reach the agency on or before the publication's closing date. Cash discounts equal to that allowed the agency by media are offered to the client subject to payment by the due dates indicated on the invoices.

Radio and TV. Radio and Television advertising is billed in advance for both time and talent on the 10th of the current month, and payable on the 20th.

Outdoor and Transportation Advertising. The agency will invoice the last day of the month for the following month's service. Payments are due on or before 10 days from the dates of invoices.

Rates. Where media allows 15% agency commission against card rates, we will bill you, and you agree to pay us, at card rates in effect at the time of purchase. Where less than customary 15% commission is allowed by media, we will bill you at an adjusted figure which gives us a margin equivalent to 15% of the total amount billed to you. Where more than 15% commission is allowed by media, as in Outdoor, we will receive such standard commissions and bill you at card rates in effect at time of purchase. In those exceptional cases where media allow no commission, we will consider this price to be 85 percent of your total cost and add 17.65% to that figure, thus arriving at a commission approximately equal to 15% on the total amount.

If, in any medium with a graduated rate schedule, you should use less space than contracted for, we shall bill you whatever difference there is on the short rate basis. Conversely, if you use more space than contracted for and earn a lower rate, we shall refund or credit you the difference, if any, allowed us by the medium.

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FRENCH GOVERNMENT TOURIST OFFICE

Advertising Production. All art work, engravings, typography, electrotyping, mats or other production costs incident to space advertising, will be billed at cost plus 17.65%, an earned commission equivalent to 15%. Postage and shipping costs will be billed at the agency's cost without commission.

Estimates will be provided in advance on all mechanical jobs.

Job tickets and strict cost accounting procedure, including time charges, are kept on an individual job basis. All charges for art and production will be billed upon completion of the individual jobs. Terms for all production invoices are net ten days. However, when a job extends over an unusual period of time, a schedule of partial payments -- as various phases of the work are completed -- is customarily arranged.

Radio and Television Production and other items incident thereto, will be billed to client at agency's net cost, plus earned commissions, equivalent to 15% (17.65%). Client also agrees to pay Van Brunt & Co. a commission equal to at least 15% of the total cost of any talent package or broadcast product purchased by Van Brunt for any radio or television program for which Van Brunt contracts in behalf of the client. It is also understood that in any case where the package price is quoted to the agency at a gross rate, including 15% agency commission, client will be billed at that gross rate, and the agency may retain the full amount of such commission.

Expenses incurred by the agency on the client's account for packing, shipping and delivery; for cable, telegraph and long distance telephone (in instances of abnormal expense); for sales taxes; and for authorized travel will be billed at the agency's cost without commission.

Collateral Projects Production. Direct mail, presentations, films, other printed collateral materials and research will be estimated and billed on a per-job basis. Cost for art and other creative services, such as script writing, will be agreed upon in advance. Production, including such items as printing, photographing, recording, interviewing, tabulating, etc., will be billed at actual cost plus 17.65%. All charges will be billed on completion of the job and terms are net ten days. However, if a special project will run over an extended period of time, a schedule of partial payments is customarily arranged.

AGREEMENT

VAN BRUNT & CO.
Advertising-Marketing, Inc.

and

FRENCH GOVERNMENT TOURIST OFFICE

Service Fees. Service fees and retainers, if any, will be billed on the first day of each month, in advance, unless otherwise specifically agreed upon. Time charges are based on agreed rates for types of personnel.

Examination of Records. It is understood that you may at any time during the life of this agreement, and upon reasonable notice, examine our files, books and records, pertaining to the handling of your advertising.

Terms of Agreement

While we enter client-agency relationships with the full expectation that they will continue indefinitely without need for further renewal, the usual understanding is that they are non-cancellable for the first three months and that either party is free to cancel at any time thereafter upon ninety (90) days' written notice.

In the event of termination of this appointment, it is agreed that the agency will receive its regular commission on all radio and television advertising which is aired during the 90-day notification period, and on all printed media having closing dates during the same period. The agency will bill the advertiser as provided herein for all other advertising materials and services authorized by the advertiser, and procured or performed by the agency.

This agreement will become effective on January 1, 1980.

Signed: VAN BRUNT & COMPANY
Advertising-Marketing, Inc.

By: [signature]

Title: Chm

Date: 12/26/79

Accepted: FRENCH GOVERNMENT TOURIST OFFICE

By: [signature]

Title: DIRECTOR GENERAL

Date of Acceptance: Feb 12, 1980

FRENCH FINANCIAL CONTROLLER
& DISBURSING OFFICIAL IN THE
UNITED STATES

[signature]
G. NOTTET