

EXHIBIT A

TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

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REGISTRATION SECTION

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 Modern Talking Picture Service, Inc. 1212 Avenue Of The Americas, New York, New York 10036	2. Registration No. 1803
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3. Name of foreign principal Israel Government Tourist Office	4. Principal address of foreign principal Ministry of Tourism King George 24 Jerusalem, Israel
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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.

Israel Government Tourist Office, Midwest Division, 5 South Wabash, Chicago, Ill. 60603

b) Name and title of official with whom registrant deals.

Mr. Menachem Eyal - Midwest Director

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

Not applicable

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, **Not applicable**

a) State the nature of the business or activity of this foreign principal

TERMINATED

DATE 11/12/74

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

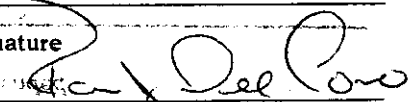
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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

Not applicable

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.

Not applicable

Date of Exhibit A	Name and Title	Signature
1/2/68	Ralph J. Del Coro, Vice President	

10 RECORDATION DIVISION

STANDARD

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

EXHIBIT B

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

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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
Modern Talking Picture Service, Inc.	Israel Government Tourist Office

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 two 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 two 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 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.

TERMINATED
DATE 11/12/74

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

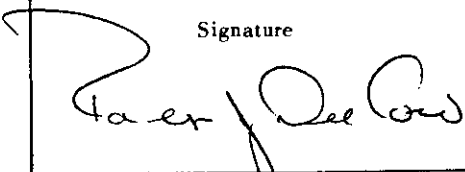
Effective 11/8/67, until notice is received from this foreign principal to terminate, Modern Talking Picture Service, Inc. commenced distribution of 21 film titles, consisting of a total of 42 prints, to non-theatrical groups in the United States in the states of Illinois, Michigan, Ohio, Kentucky, Missouri, Wisconsin, Minnesota, North Dakota, South Dakota, Iowa, Nebraska, Kansas and Indiana. Prints of these titles will be housed in our Chicago Film Library at 160 E. Grand Avenue, Chicago, Illinois. Billing to be rendered on a monthly basis at \$4.00 per booking for each of the first 100 bookings each month, subsequent bookings at \$3.65 per booking. Our services include booking, shipping, promotion, inspection, cleaning and repairs of these films and monthly reporting of bookings.

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

Registrant renders services in the distribution of this foreign principal's films, or any subsequent films they may wish to have Modern Talking Picture Service, Inc. distribute, to audiences in the United States, which services include booking, shipping, promotion, inspection, cleaning and repairs of the films and monthly reporting of bookings.

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
1/2/68	Ralph J. Del Coro Vice President	

^{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.

MODERN

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MODERN TALKING PICTURE SERVICE, INC. • 1212 AVENUE OF THE AMERICAS • NEW YORK, N. Y. 10036

212 765 3100

JAN 9 2 41 PM 1968

REGISTRATION SECTION

October 31, 1967

Israel Government Tourist Office
Suite 1402
5 South Wabash Avenue
Chicago, Illinois 60603

Gentlemen:

In connection with our arranging for showings of your motion pictures, and all films you may wish to place with us for distribution in the future, we propose the following terms, which together with the provisions itemized on Page 3, shall constitute the entire agreement between us.

We shall arrange for showings by general 16mm audiences consisting of community groups, clubs and all adult organizations, but not including schools. It is understood that we may honor a request from a school, but that we are not to actively promote the titles to them.

Showings will be limited to audiences living within a specific geographic area of the United States, to be determined by you. We will honor whatever regional restrictions you specify.

We will furnish at our expense promotion material for our use in announcing the film and for securing arrangements for its showing.

We will send an advance notice of each booking to you. It is understood that we may arrange desirable bookings on short notice that will not allow actual delivery of the advance notice before the playdate.

For each of the bookings we make and serve under the conditions of this agreement we will bill you at the rate of \$4.00 per booking for each of the first 100 bookings on your films each month, after which the quantity discount becomes effective, reducing the cost to \$3.65 per booking.

You will provide our Chicago library, where all prints will be housed and maintained, with an initial shipment of 42 color prints of your films, mounted on approved reels and enclosed in suitable shipping cases. You will also provide us, if possible, with an initial inventory of head and tail sections so that we may replace worn sections promptly as needed.

The term of this agreement will be for a period of one year from the date of first certification, after which it may be terminated by either party by 60 days written notice to the other.

If the foregoing meets with your approval, kindly sign a copy of this agreement below the word "accepted" and return it to us. It will then constitute the agreement between us.

Very truly yours,
MODERN TALKING PICTURE SERVICE, INC.

by A. C. Kater
Vice President

by E. J. Johnson
Account Executive

ACCEPTED:

L. C. Cypel
by Director
title



ISRAEL GOVERNMENT TOURIST OFFICE

Digest Nos.	Title	No. of Prints
3105	ANCIENT SEA	2
3106	COLORS OF ISRAEL	6
3107	EILAT ON THE RED SEA	1
3108	FOLLOW THE SUN TO ISRAEL	2
3109	FOUR SEAS	1
3110	HAIL CAESAREA	1
3111	IN SEARCH OF HISTORY	1
3112	LAND OF 1000 FACES	7
3113	OUT OF THIS WORLD	2
3114	POPE PAUL IN ISRAEL	1
3115	SAM SNEAD IN ISRAEL	2
3116	VACATION FUN IN ISRAEL	2
3117	DESTINATION SUN	1
3118	ISRAEL - ADVENTURE THROUGH TIME	4
3119	WALL OF ACRE	1
3120	THIS IS ISRAEL	2
3121	PROFILES OF THE NEGEV	1
3122	JERUSALEM OUR CITY	1
3123	OLF JAFFA	1
3124	SUNSHINE PLUS	1
3125	LAND OF THE BIBLE	2

42

21 titles

GENERAL TERMS

PRINT SHIPMENT	Shipment of prints will be made by us in time to accommodate scheduled bookings. On return of the film we will make a thorough inspection and will clean and make minor repairs as necessary.
SHOWING REPORTS	We shall obtain reports from the organizations which showed the film signed by a representative or member. These reports of showings will be directed to our headquarters office and at monthly intervals will be consolidated into a tabulated report for that period for you.
PRINT REPAIR	If, during inspection, we find that prints of your film have become worn or damaged so that they will no longer provide showings of the quality that properly presents your story, we will withdraw those prints from service promptly, and ask you to replace them. When the print is worn or damaged so that it cannot be repaired we will advise you of its destruction so that you may adjust your inventory records.
CASES	Should the shipping cases provided with your prints become damaged while in circulation or become so worn that they no longer properly protect your film, we will buy replacement cases as needed and will bill you at the current list price for those cases. It is understood that our authority to purchase replacement cases is limited to an annual quantity not to exceed 25% of the number of your prints in circulation.
LIABILITY	Prints of your film remain your property. We will be responsible for them during the time they are in our possession and while in transportation originated by us; we are not to be held responsible for damage or loss by exhibitors or during transportation originated by them. It is agreed that motion picture prints depreciate through normal usage and that for the purpose of insurance or liability these prints will be valued at laboratory cost depreciated at the rate of 30% a year for the first three years, thereafter at 10% of their laboratory cost. Neither party shall be liable for loss of prints through or occasioned by an Act of God or the public enemy or by riot, fire, insurrection, strikes, flooding, labor disturbances or by the failure of any transportation company or agency. At the termination of this agreement your property then in our possession will be returned to you FOB shipping point after commitments have been served.
TAXES	In the event that Federal, state or local statutes impose taxation on us because of our possession of your property, we will have the right to invoice you the net sums of any such taxes paid by us on your property.
ADVERTISING	In connection with advertising, publicity and promotion relating to the showing of your motion picture, we may use such expressions as "A Modern Talking Picture Service Film" or other similar expressions.
PAYMENT	Payment of our invoices for services or materials will be made by you within ten (10) days after receipt by you. At the time of termination it is understood that any and all advance booking commitments confirmed to audiences will be honored and served by us and paid for by you at the full booking rate agreed to herein.
TERMINATION	It is understood that under normal circumstances booking commitments may be made as much as eleven (11) months ahead of playdates. Should you find it essential to have us cancel confirmed advance bookings for any reason, it is agreed that you shall pay us the full booking rate for those bookings.
INDEMNIFICATION	You shall, at your own cost, indemnify, defend and hold us and our licensees booking and showing the picture harmless from any claim or demand which may be made or asserted against us or said licensees by reason of any claim of violation or infringement of the trademark, tradename, copyright, literary, artistic, dramatic, personal, private, civic or property right, or the right of privacy of any individual, firm, corporation or association; and we shall have the right to participate in the defense of any action or actions brought in connection therewith. Neither of us shall be liable for any act, delay or omission occasioned by an Act of God or the public enemy, or by riot, insurrection, strikes, labor disturbances or by any failure or delay by any transportation company or agency for any act, delay or omission not due to the personal negligence of either party.