

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 T Modern Talking Picture Service, Inc. 5000 Park Street North, St. Petersburg, FL 33709	2. Registration No. 1803
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3. Name of foreign principal The Swiss Union	4. Principal address of foreign principal c/o Film Institut Erlachstrasse 21 CH-3000 Bern 9, Switzerland
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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.
- 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 the 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 Association of private cheesemakers from the Valle of River Emme in the Canton of Bern, Switzerland.

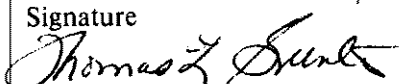
b) Is this foreign principal

- 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.

Association of private citizens.

Date of Exhibit A January 27, 1992	Name and Title Thomas L. Gunter Vice President	Signature 
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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.	The Swiss Union

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.

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FOREIGN AGENTS REGISTRATION DIVISION
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- Describe fully the nature and method of performance of the above indicated agreement or understanding.

Effective February, 1992, the registrant commenced distribution of one title "The Cheese Maker's Tale - The Hole Truth", twenty VHS cassettes in English to U.S. audiences. Total budget through 1994 is \$7,000.

SYNOPSIS OF PROGRAM:

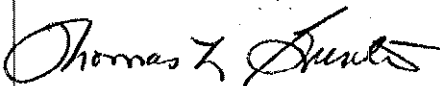
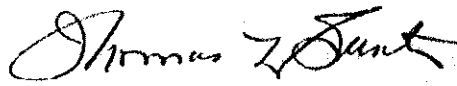
The tradition of cheese-making in Switzerland in centuries old. This program shows why the original Swiss product remains unique. The film does this by tracing the history of a particular cheese, Emmental, from its beginnings in the valley of the River Emme in the Canton of Bern, Switzerland, up to the current methods of production used in a modern village dairy. You also learn about the many quality controls which the milk undergoes and of the thorough training given to modern dairymen in order to keep the cheesemaker's traditional skills alive and active in Switzerland's village dairies.

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 program to U.S. audiences. Includes shipping, inspection, minor repairs to videocassettes, inventory control and monthly reporting of bookings and shipments.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?
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
January 27, 1992	Thomas L. Gunter, Vice President 	

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.

January 24, 1992

FILM INSTITUT
Erlachstrasse 21
CH-3000 Berne 9
SWITZERLAND

Gentlepersons:

In connection with our arranging for promotion and distribution of the FILM INSTITUT motion picture, "THE CHEESE MAKER'S TALE," plus any titles that you may wish to place with us in the future, we propose the following terms, which together with the provisions itemized in the attached General Terms, shall constitute the entire agreement between us for a period of 15 January, 1992 to 31 December, 1994.

The term "motion picture" means an audiovisual program, individually titled, of which one or more "videos" are to be circulated; the motion picture may be in photographic or magnetic (tape, disk) form. The term "video" is defined in the attached General Terms and indicates a single copy, in whatever format, of a motion picture as defined above. Therefore, the words "motion picture" and "video" refer to photographic and magnetic (tape, disk) formats interchangeably.

FREE LOAN

We shall arrange for showings by general audiences consisting of schools (including elementary, junior and senior high), colleges, business organizations and adult community groups.

Showings will be limited to audiences in the United States.

We will furnish, at our expense, promotion material for our use in announcing your motion picture and for securing arrangements for its showing.

At your request, we will send an advance notice of each playdate to you. It is understood that we may arrange desirable playdates on short notice that will not allow for delivery of the advance notice before the actual playdate.

For each of the playdates we make and serve under the conditions of this agreement, we will bill you at the following rates:

GENERAL DISTRIBUTION

CERTIFIED PLAYDATE

A certified playdate is defined as the shipment of a FILM INSTITUT video to a using audience and verification of its use there by means of a report recovered from a user representative. Additional showings on the same playdate are at no charge.

STANDARD PLAYDATE FEE

\$9.10 per reported playdate with a \$2.80 discount on each playdate over 125 each month, and \$3.55 discount on each playdate over 1,125 each month, plus delivery charges.*

Standard charges for the current month's playdates in general distribution will be billed on a quarterly basis, and will be itemized on your quarterly playdate report. The total of these charges will be listed as a line item on your quarterly invoice. If Modern is unable to confirm, by means of a report recovered from a user representative, that an actual showing of your program took place, or if a returned report indicates non-use (for whatever reason) then Modern will credit FILM INSTITUT account with the appropriate playdate fee.

The appropriate credit amount will be determined by dividing the total of all playdate fees in any given month by the total number of playdates scheduled.

DELIVERY CHARGES

Delivery charges will be charged as an extra on all shipments for general distribution and theaters.

Standard delivery charges will be calculated according to prevailing rates for videos shipped via Parcel Post, taking into consideration the weight of the video and whether the user is a profit or non-profit organization. If, in our judgment, the use of United Parcel or equivalent expedited service is necessary to fulfill a playdate scheduled to a non-school organization, we will use such service and the net cost will be charged to you.

DELIVERY CHARGES (Cont.)

Modern will also, at its option, use a higher class service as necessary to reach school audiences on schedule, but there will be no additional charge to you unless such service to schools is employed at your request.

Standard delivery charges for the current month's shipments in general distribution will be billed during the quarter in which they occur and will be indicated on your quarterly certification report.

The total of these charges will be listed as a line item on your quarterly invoice. Expedited delivery charges (United Parcel Service or equivalent) will be tabulated separately and totaled cumulatively on your quarterly invoice.

BUDGET

The total budget for distribution of FILM INSTITUT's program, "THE CHEESE MAKER'S TALE" IS \$7,000.00 U.S. per year for three years, for a total budget of \$21,000.00 U.S.

ORIGINAL SHIPMENT

FILM INSTITUT will provide all videos FOB our distribution centers. On all new videos coming into circulation, Modern will supply FILM INSTITUT (or your designee) with complete shipping instructions and labels.

FILM INSTITUT will provide twenty (20) VHS video copies to Modern.

AUDIT

FILM INSTITUT will have the right to examine, during business hours, books, records of account, and other records relating to your videos and Modern's activities related directly to your program for the purpose of verifying any reports and billing submitted by Modern to FILM INSTITUT.

Report card audits must be made within 90 days of the date of invoice in question. Report cards are discarded after 90 days.

MINIMUM BILLING

A minimum charge of \$1,000 is applied in each calendar quarter to all services performed for FILM INSTITUT as described in this contract. This minimum covers distribution and fulfillment services only and is exclusive of case replacement, shipping and miscellaneous charges. When quarterly cumulative billing does not reach \$1,000, the difference between the actual amount billed and \$1,000 will be assessed on the following quarterly invoice.

TERM

The term of this agreement commences January 15, 1992 and will continue for a period of three (3) years, after which this agreement may be terminated by either party by the giving of sixty (60) days prior written notice one to the other. At the time of such termination, it is understood that all advance booking commitments confirmed and scheduled will be honored or dispatched as provided in the attached General Terms.

If the foregoing meets with your approval, please sign a copy of this agreement below the word "Accepted" and return it to us.

Very truly yours,

MODERN TALKING PICTURE SERVICE, INC.

By _____
Frederick Zolla
Office of the President

By _____
Steve Mahan, Vice President, Sales

By _____
Kathleen Moser, Account Executive

ACCEPTED:

GENERAL TERMS

VIDEOS:

Videos placed with us shall be supplied FOB our various offices serving the territory within which the videos are to be circulated. Videos may be supplied to a single office for forwarding at a charge of \$1.50 per print plus transportation cost. Videos shall include any media, now in existence, or devised in the future, for the storage and subsequent exhibition of sound moving pictures including but not limited to photographic film, magnetic tape, laser disc, etc., and your permission is granted to us to transfer, or cause to be transferred at our expense, and at our option, complete copies of videos from one medium to another. Distribution and exhibition of such copies will be under the same terms as those governing the distribution and exhibition of photographic videos.

VIDEO SHIPMENT:

We will ship videos in time to accommodate scheduled playdate. All videos will be inspected prior to each shipment. Playdate schedules are based on our best knowledge of required video shipping times and on the assumption that borrowers will return videos promptly.

VIDEO PLACEMENT:

When videos are lost or damaged, we will automatically supply replacement copies and bill you at the current price.

PLAYDATE REPORTS:

A complete report of scheduled playdates will be provided monthly. This report shall serve as the basis for your quarterly invoice. This report will include a statement of all playdates scheduled for future dates.

SHOWING REPORTS:

We will obtain reports from the organizations which show your prints. These showing reports will be consolidated into a quarterly summary report which will provide information on audience size and demographics.

VIDEO REPAIR:

If, during inspection, we find that videos have become worn or damaged so that they will no longer provide satisfactory showings, we will discard those videos. Any other disposition of damaged videos will be at your instruction, and you will reimburse us our out-of-pocket cost for such disposition. Damaged videos stored at your instruction will be subject to a monthly charge of 60 cents each. We will store without charge replacement videos of all active titles in all distribution formats.

CASES:

When shipping cases provided with your videos become damaged or worn so that they no longer protect your videos, we will supply replacement cases and bill you at their current list price. At your option, you may supply the cases and there will be a handling and storage charge of \$1.00 for each case provided by you and applied by us. Invoices for such cases and reels supplied by us will be submitted quarterly.

LIABILITY:

Videos, except copies made at our expense, 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 will not be responsible for damage or loss by exhibitors or during transportation originated by them.

It is agreed that videos depreciate through normal usage and that for the purpose of insurance or liability these videos will be valued at original cost depreciated at the rate of 30% a year for the first three years, and 10% in the fourth year.

Neither of us shall be liable for loss of videos 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.

We will use our best efforts to ensure that videos will be delivered in good condition and on the date ordered to the organizations requesting them; however, we reserve the right to substitute titles for the convenience of the user should yours be unavailable. We shall not be liable for incidental or consequential damages due to the damage, destruction, alterations, or misdelivery of any video beyond the replacement cost set forth above.

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 elements or representations of elements of your motion picture for promotional purposes, and may use such expressions as "A Modern Program," "A Modern Television Presentation," or "A Modern Community Service Program," or other similar expressions.

PAYMENT:

You will pay our invoices for service and materials within thirty (30) days of receipt. Minimum service charges are based on calendar quarters (i.e. January-March, etc.) and an adjustment will appear on the first invoice of the following quarter if necessary. A finance charge of 1% per month will be added to all past due unpaid balances.

**TERMINATION &
CANCELLATION:**

It is understood that playdate commitments will be made as much as eleven months ahead of scheduled showing dates.

It is further understood that all playdate commitments which have been confirmed to exhibitors at the time you indicate your intention to terminate distribution of your program, and within seven days thereafter, will be honored and served by us and paid for by you at the full playdate rate agreed to herein, under your choice of one of the following options:

OPTION A - We will continue to serve scheduled playdates, collect show reports from exhibitors, and submit playdate and user reports and invoices until all playdates are served or until eighteen calendar months after receipt of your notice of termination, whichever occurs first.

OPTION B - For one calendar month following receipt of your termination notice, we will continue to serve playdates and will submit our invoice at regular rates quoted herein for 85% of all educational, community and theatrical playdates scheduled for later than in the month during which your termination notice is received, and for 85% of all educational community and theatrical playdates, 40% of broadcast and 80% of Cable TV and LPTV playdates which have not previously been reported and invoiced to you.

OPTION C - Should you find it necessary to have us cancel confirmed playdates for any reason, including withdrawal of scheduled videos at your order, it is agreed that you shall pay us \$3.50 for each scheduled playdate so canceled to cover cost of original order processing, except that if you provide an alternate title, to be used in place of the canceled one, this charge will not apply. This shall not affect your liability for playdates already served up to the time of cancellation; you may elect Option A or B for payment for such playdates.

Videos of terminated titles will be returned to you within 90 days of the time they are no longer needed to serve scheduled playdates (under Option C this would be 90 days from the date of cancellation, under Options A and B the timing would depend on the volume of commitments on hand) unless you direct otherwise.

Copies made at our expense and at our option will be destroyed, erased, or otherwise rendered unusable at no cost to you. Videos not returned to you or otherwise disposed of at your direction 90 days after they are no longer needed to serve scheduled playdates will be stored at a cost to you of 60 cents per video per month. We shall have the right to move stored videos to the location most convenient for us and you will pay the transportation cost, via unexpedited carrier. You will reimburse us for any costs we incur in following your disposition instructions.

We will use our best efforts to submit invoices for cases, extra delivery and miscellaneous charges incurred for discontinued programs in a timely manner; however, it is understood that such charges may be invoiced to you as late as the end of the calendar quarter during which a title terminates.

Collateral material associated with terminated programs will be stored at a cost to you of 75 cents per square foot of warehouse space per month.

INDEMNIFICATION:

You shall, at your own cost, indemnify, defend and hold us and our licensees booking and showing your motion 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.

**FOREIGN
DISTRIBUTION:**

Prices quoted for distribution outside the United States will be in the currency of the countries within which service is provided. Payment may be made in U.S. funds at the currency exchange rates in effect at the time of each payment.