Form DJ-306
(Ed. 11-10-66)

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

Budget Bureau No. 43-R216.7
Approval expires Oct. 31, 1971

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: TRIBUNE FILMS INC
303 FIFTH AVENUE
NEW YORK, NY 10016

2. Registration No. 1810

3. Name of foreign principal: CARIBBEAN TOURISM ASSOCIATION

4. Principal address of foreign principal: 20 EAST 46 STREET
NEW YORK, NY 10017

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

- [ ] Foreign government
- [ ] Foreign political party
- [X] Foreign or [ ] domestic organization: If either, check one of the following:
  - [ ] Partnership
  - [ ] Committee
  - [ ] Corporation
  - [ ] Voluntary group
  - [X] 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.

NOT APPLICABLE

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

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

a) Principal address

NOT APPLICABLE

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

The Caribbean Tourism Association functions as the regional body responsible for the overall coordination of regional tourism activities in the areas of public relations, promotion and marketing of the Caribbean as a desirable tourist destination. These activities are carried out by means of publicity releases, distribution of tourist folders, film presentations and public relations in the joint interest of the foreign government islands and of the US Virgin Islands and Puerto Rico covering centralized general activities for the government islands which are members of the Association.

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.)

SEE ATTACHED ENTITLED "THE CARIBBEAN TOURISM ASSOCIATION"

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.

SEE ATTACHED ENTITLED "THE CARIBBEAN TOURISM ASSOCIATION"

Date of Exhibit A	Name and Title	Signature
7/28/83	ROMA SFREDDO, PRESIDENT	Roma Sfreddo

GPO 890-963

Form DJ-304
(Rev. 3-30-67)

Budget Bureau No. 43-R435
Approval Expires Oct. 31, 1976

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
TRIBUNE FILMS INC	CARIBBEAN TOURISM ASSOCIATION

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.

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.

We distribute the Foreign Principals audio visual materials to television stations, colleges and adult organizations within the U.S. on a free-loan basis for the purpose of promoting tourism to the Caribbean.

INTERNAL SECURITY
REGISTRATION
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OF JUSTICE
CRIMINAL DIVISION

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

Same as Item 4

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 [X]

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
7/28/83	ROMA SFREDDO PRESIDENT	Roma Sfredd

[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.

20 East 46th Street, New York, New York 10017. Telephone: 212-682-0435 / Cable Address: Caribours / Telex: CTANYC 666916

THE CARIBBEAN TOURISM ASSOCIATION

The Caribbean Tourism Association (CTA) came into being in 1951. It was an off-spring of the Caribbean Commission, established by President Roosevelt and Prime Minister Churchill toward the end of the Second World War. The primary purpose of that Commission was to plan for the economic well-being of the Caribbean region in post-war years.

Planning tourism on a regional basis was a far-sighted concept in 1951, and the recongition by Caribbean Governments, more than 30 years ago, that tourism could play an important role in their overall developmental plans accepted from the outset another basic factor. This was no job for Governments alone. This was one of those instances in which neither the Governments nor the private sector could succeed without the whole-hearted support and cooperation of the other. CTA was, therefore, envisaged from the beginning as a forum in which the public and the private sector would work and plan together. The Allied members of CTA have played a vital role in CTA from the beginning and continue to do so today. Among them are such diverse interests as hotels and guesthouses, airlines, cruise lines, tour operators, travel agents, shops, yacht charters, news media representatives, taxi and ground operators, restaurants and nightclubs and suppliers of many types of goods and services. CTA counts among its members professionals in all fields related to tourism; people who are sensitive to the needs of the Caribbean people and who willingly give of their expertise and experience to help overcome specific problems.

The Caribbean Tourism Association provides both a forum and a catalyst for all of these purposes. The Association was legally registered in Curacao in 1951 and maintains its office in New York since that city is not only the hub of North American tourism but also the geographic center of most of the Association's activities. In recent years, it has extended its activities to the European market.

The present staff of the Association comprises an Executive Director, a General Manager, a Marketing and Public Relations Manager, and six other staff members.

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The present membership comprises 26 Caribbean Government members and over 300 Allied members in the various categories previously listed. Any company, corporation, association or other type of group, and any individual having an interest in Caribbean tourism is welcome to join.

The Association is governed by a Board of Directors which is elected at the Annual General Meeting. The Board is composed of one Director from each member Government and Directors representing the airline members, the cruise line members, hoteliers (through the Caribbean Hotel Association) and other Allied members.

CTA works in the closest cooperation with the Caribbean Tourism Research and Development Centre and the Caribbean Hotel Association. This objective is achieved in several ways. There is an exchange of membership on each other's Board of Directors to provide a continuous liaison. The quarterly Board meetings of each organization are held at the same time and place in order to maximize the interchange of ideas and information. The Annual General Meetings of CTA, CHA and CTRC are held concurrently, whenever possible, and this occasion has been developed into an Annual Caribbean Tourism Conference lasting several days and bringing together tourism leaders from both the public and private sectors from the Caribbean, North America and other parts of the world.

CTA also works through regional Chapters, primarily comprising travel agents, supported by representatives of National Tourism Offices in the region, the airlines, tour operators, hotel representatives and travel press. They provide a regional forum where people interested in promoting travel to the Caribbean can meet from time to time for the purposes of education, information and communication. Chapters are functioning well in New York, Miami, Chicago, Los Angeles, Toronto, Detroit, Seattle, San Francisco and Houston. CTA also published a bi-monthly newsletter especially for travel agents.

The Aims and Objectives of the Association naturally follow the reason for its being:

1. To provide a forum for the exchange of information and ideas, for the consideration of common problems and the formulation of plans to promote the interests of members.

2. To facilitate communication between the people engaged in tourism in the member countries and those whose work is in the various tourism markets.

3. To provide information to the trade and consumer news media and to others who might make use of it by means of film, transparencies, photographs, news releases, statistics and other materials.

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4. To supplement the work of the North American offices of member Government Tourist Boards in responding to inquiries for brochures, rates and other information and to do as complete a job as possible in this regard on behalf of member governments, particularly government members which do not maintain offices in North America.

5. To provide information regarding tourism developments in the various markets to the members in the Caribbean and when appropriate, to the general public in the member countries.

6. To provide a source through which governments and other members may seek technical and specialist advice.

7. To represent Caribbean tourism at Travel Shows both for the trade and the consumer, and especially to represent those member countries, which, for whatever reason, are not present to represent themselves.

8. To create and foster travel industry forums for the purpose of information, education and communication in various subregions by means of Chapters.

9. To coordinate - as far as individual members wish it - the expenditure of Caribbean tourism resources, both human and financial, to the best advantage of the participants.

10. To represent Caribbean tourism interests vis-a-vis international agencies, regulatory bodies and other regional and international organizations.

11. To bring the attractions of the Caribbean to the attention of potential travelers by films, through the news media or such other opportunities as they present themselves from time to time.

Member countries of the Caribbean Tourism Association are:

Anguilla
Aruba
Barbados
Belize
Bonaire
British Virgin Islands
Cayman Islands
Costa Rica
Curacao
Dominica
Dominican Republic
Grenada
Guadeloupe/St. Martin/St. Barts
Haiti
Jamaica
Martinique
Montserrat
Puerto Rico
St. Kitts/Nevis
St. Lucia
St. Vincent & the Grenadines
Suriname
Trinidad & Tobago
Turks & Caicos Islands
US Virgin Islands
Venezuela

SPONSORED FILM AGREEMENT

THIS AGREEMENT made on this 1st day of January 1983, between the CARIBBEAN TOURISM ASSOCIATION, 20 East 46 Street, New York, NY, herein called "Sponsor," and TRIBUNE FILMS, INC., 303 Fifth Avenue, New York, NY, herein called "Distributor"

W I T N E S S E T H:

1. MATERIALS & DISTRIBUTION: Distributor shall secure exhibitors for the motion pictures and other audio-visual materials supplied at no cost to Distributor by Sponsor. Distributor shall promote the use of Sponsor's audio-visual materials on deposit with Distributor, on a free-loan basis, to television, the travel industry, adult organizations and colleges. Distributor shall service requests received as a result of such promotions, plus any Sponsor requests. Distributor shall not be required to accept more audio-visual materials from Sponsor than are anticipated will be needed to fulfill requests, based upon the annual distribution budget.

2. BOOKINGS: All requests from appropriate sources received for Sponsor's materials will be booked by Distributor as provided herein. A confirmation will be sent to the exhibitor. Sponsor will be sent a notice of each booking confirmed. If materials are not available as requested, the exhibitor will be so informed by Distributor and told the first available date.

3. SHIPPING & RISK OF LOSS: Distributor shall be responsible for all arrangements with respect to shipping and handling of materials. Distributor assumes responsibility for the care and safekeeping of all materials furnished by Sponsor hereunder while on its premises and on outgoing shipments. Exhibitors are responsible for all such materials while in their possession and on the return shipment. (See "Conditions of Loan" attached, a copy of which is sent to all exhibitors when a booking is confirmed.) Exhibitors are also to be responsible for unusual transportation costs on outgoing shipments if they have not allowed sufficient time for ordinary shipment when making their request.

4. MAINTENANCE: Between bookings, Distributor will inspect, clean, splice and repair all materials, if possible. Minor damage, due to normal wear and tear, will be repaired by Distributor. Major damage will be reported to Sponsor for whatever action Sponsor might wish to take.

5. SUPPLIES & REPRODUCTION OF MATERIALS: At Sponsor's expense, Distributor will supply or replace reels and cases, as necessary. Distributor will also, at Sponsor's request and expense, reproduce copies of Sponsor's materials, in various formats. Distributor will supply Sponsor with price quotations upon request.

6. REPORTS: A report form will be enclosed with each shipment. If the report form is not received back completed in the return shipment from the exhibitor, Distributor will mail a report form to the exhibitor to attempt to secure a completed report. Distributor will summarize all completed reports received each month, and the reports plus the summary will be sent to Sponsor monthly.

7. TITLE: It is understood that Distributor does not acquire title under this agreement and, on termination, will promptly return and account for all materials furnished by Sponsor, or make such other disposition as may be required by Sponsor, at Sponsor's expense.

8. INVOICES: Distributor will submit monthly invoices to Sponsor. Invoices will include all group bookings with show dates within the billing month, and all television bookings for which Distributor has secured a report, either oral or written, for non-usage or telecasts within, or prior to, the billing month. Billing for group audiences is not dependent upon a completed report form. Payment is due from Sponsor upon receipt of Distributor's invoice. Attached schedule lists Distributor's charges to Sponsor for free-loan distribution for the term of this agreement.

9. TERMINATION: This agreement shall be in full force and effect for a period of 15 months from the date set forth above. Upon

termination, if contract is not renewed, all confirmed bookings with show dates after the termination date will be forwarded to Sponsor by Distributor and Sponsor will pay Distributor for them at the rate indicated on attached schedule of charges.

10. ENTIRE AGREEMENT: This agreement shall constitute the entire agreement between the parties and shall inure to the successors and assigns of the parties hereto.

CARIBBEAN TOURISM ASSOCIATION

BY _____

TITLE _____

TRIBUNE FILMS, INC.

BY _____

TITLE _____

Tribune Films Inc.

303 FIFTH AVENUE, ROOM 1908
NEW YORK, NY 10016
TEL: (212) 689-3180

CONDITIONS OF LOAN

Exhibitor is responsible for:

- proper care and handling of films while in their possession. Damage to films, beyond normal wear and tear, will be charged to the exhibitor at 65¢ per foot. Loss of films while in exhibitor's possession will be charged at full replacement cost of films.

- prepaid shipments prepaid and insured for [illegible]. For exhibitor's protection, shipments must be insured. Failure to do so makes exhibitor liable for full replacement cost if films are lost or stolen in transit. Exhibitor should return shipment via UPS, where available, or via U.S.Post Office. Film Rate, Special handling, unless instructed otherwise. And always insured.

- prompt return shipment the day after confirmed show date(s), as indicated on Confirmation of Booking. Late receipt of shipment due to late return of shipment by exhibitor will be charged at the rate of $5.00 per film per day.

We [illegible] excellent service. To do this, [illegible] operation is essential. Let's work together to be sure all exhibitors get films as scheduled. [illegible]

ATTACHMENT TO SPONSORED FILM AGREEMENT BETWEEN THE CARIBBEAN TOURISM ASSOCIATION AND TRIBUNE FILMS, INC. DATED JANUARY 1, 1983.

ATTACHMENT TO SPONSORED FILM AGREEMENT DATED JANUARY 1, 1983

BETWEEN

THE CARIBBEAN TOURISM ASSOCIATION AND TRIBUNE FILMS, INC.

SCHEDULE OF FREE-LOAN DISTRIBUTION CHARGES:

GROUP DISTRIBUTION (TRAVEL INDUSTRY, ADULT ORGANIZATIONS, COLLEGES, AND ANY SPONSOR REQUEST):

$5.50 PER BOOKING, PLUS OUTGOING TRANSPORTATION AND INSURANCE CHARGES (EXCEPT FOR UNUSUAL CHARGES, SUCH AS AIR OR MESSENGER, WHICH ARE TO BE PAID BY EXHIBITOR)

TELEVISION DISTRIBUTION:	TOP-100 MARKETS	ALL OTHER MARKETS
INDIVIDUAL STATIONS:		
COMMERCIAL & PUBLIC - PER TELECAST:	$30.00	$25.00
CABLE - PER TELECAST:	$15.00	$10.00
NETWORKS:		
COMMERCIAL & PUBLIC - PER STATION PER TELECAST	$15.00	$10.00

CABLE - 25¢ per 1,000 subscribers per telecast.

Any possible network telecasts would be discussed with Sponsor prior to release of Sponsor's materials.

IF NOT TELECAST - $8.00 PER SHIPMENT.

In the event of non-renewal of contract, for all confirmed bookings with show dates after termination date of this contract, which are turned over to Sponsor by Distributor: $3.00 per booking.

APPROXIMATE DISTRIBUTION BUDGET FOR THE 15-MONTH PERIOD OF THIS CONTRACT: $6,250.00.