

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 CHINA MEDIA SERVICES, LTD. 9700 Reseda Boulevard, Northridge, CA 91324	2. Registration No. 3783
3. Name of foreign principal China Tourism Audio-Visual Publication Co/ National Tourism Administration	4. Principal address of foreign principal Ritan Park Beijing People's Republic of China

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
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual—State his nationality N/A

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.

N/A

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

N/A

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
 Promote tourism to People's Republic of China through the audio-visual media

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 FEDERAL BUREAU OF INVESTIGATION
 U.S. DEPARTMENT OF JUSTICE

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.)*

China Tourism Audio Visual Publication (CTAVP) is a part of the National Tourism Administration (NTA). The NTA is an organization on the same hierarchy as the other Ministries in the People's Republic of China's governmental structure. The CTAVP is one of the operating corporations that carry the task of tourism promotion.

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

CHINA MEDIA SERVICES, LTD.

Name of Foreign Principal

China Tourism Audio Visual
Publication Company/National Tourism
Administration

Check Appropriate Boxes:

1. 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.

China Media Services Ltd. (CMS) has been appointed as exclusive representative of China Tourism Audio Visual Publication in the United States. CMS is appointed to assist other U.S. companies wishing to engage in media production in the People's Republic of China. (Please see attached appointment letter)

RECEIVED
FEB 20 1984
U.S. DEPARTMENT OF JUSTICE
REGISTRATION STATEMENT
CHINA MEDIA SERVICES, LTD.
CHINA TOURISM AUDIO VISUAL
PUBLICATION COMPANY
NATIONAL TOURISM ADMINISTRATION

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

China Media Services, Ltd. proposes to engage in the promotion of tourism through media projects that show the cultural and scenic wonders of the People's Republic of China.

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.

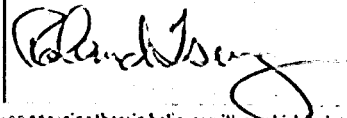
Date of Exhibit B

Name and Title

Signature

MARCH 5, 1986

Roland Tseng
President



¹Political 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.

中國旅游聲像出版公司

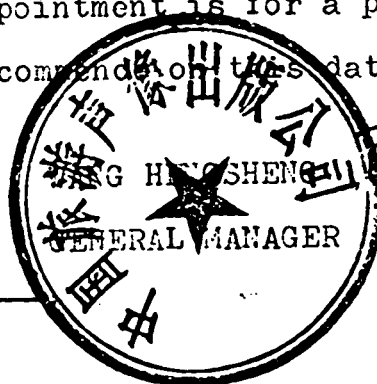
BEIJING

JULY 30, 1985

This document is to officially confirm that CHINA TOURISM MEDIA SERVICES, LTD. has been appointed to exclusively represent, co-ordinate, negotiate, market, distribute, syndicate, or cause the syndication of all existing media products or services, i.e. feature films, video, television programs, slides, audio, and audio-visual tapes, or any not yet invented or created media forms of CHINA TOURISM AUDIO-VISUAL PUBLICATION CO. in the United States of America.

In addition, CHINA TOURISM MEDIA SERVICES, LTD. is hereby appointed to assist, co-ordinate and negotiate the production of any of the above mentioned media forms for entities wishing to film, tape, photograph, etc. in the People's Republic of China.

This official appointment is for a period of (?) seven years and will commence on this date, July 30, 1985.



意 向 书

中国旅游声像出版公司与美国远东通运公司，经会商同意，在美国合资建立“中国旅游媒介公司”，为此于一九八五年七月三十日在北京签订意向书。

宗 旨

中国旅游媒介公司为美国公众提供丰富多彩的有关中国旅游的电影、电视及其它视听节目，以增进两国人民的了解和友谊，宣传并促进中国的旅游事业。

义 务 和 责 任

一、中国旅游声像出版公司以提供现有有关中国旅游的声像制品和资料进行投资，其中包括旅游电影、电视片、幻灯片、录音带、招贴画、图片、印刷品等。

二、远东通运公司可以在美国提供办公室、办公设备、办公用品以及头两年内义务代管秘书和会计工作等作为自己的投资。

三、远东通运公司负责中国旅游媒介公司的筹办注册等工作，为该公司提供十万美元预定资本，并先拨一万美元现金作开办费。

四、为充实节目内容，需在中国补拍、录制新节目，由中国旅游媒介公司提出拍摄提纲和要求，中国旅游声像出版公司可负责代

制，所需费用由中国旅游媒介公司支付。

五、中国旅游媒介公司经常、及时地向中国旅游声像出版公司提供有关美国的市场信息和该公司宣传及产品销售情况。

六、中国旅游声像出版公司经常、及时地向中国旅游媒介公司通报自己的选题计划，以不断开拓新的合作途径。

七、中国旅游媒介公司负责在美国的宣传和推销中国旅游声像制品的业务，今后如要将业务扩展到其他国家和地区，应事先征得中国旅游声像出版公司的同意。

八、为维护中国旅游声像制品的版权利益，又照顾到美国公众欣赏习惯，在改编制作时应持严肃慎重态度，不得作原则性、有损中国形象的改动。改编不超过二分之一篇幅，属技术的、艺术性的剪辑，授权中国旅游媒介公司进行。如有重大改变，须经中国旅游声像出版公司同意。

凡中国旅游媒介公司加工制作的声像制品，均应负责向中国旅游声像出版公司提供样品。

中国旅游媒介公司应积极为销售中国旅游声像制品创造条件，加强宣传、开拓市场。

九、中国旅游声像出版公司将委托在美国的有关人员为全权代表，负责处理有关事宜。在此期间，因工作需要，中国方面赴美商谈业务，费用由中国旅游媒介公司承担。

十、合同期内，中国旅游声像出版公司在美国不另建立同样性质的公司，不单独在美国向第三方提供作商业性用途的声像制品。

~~美国远东通运~~
中国旅游媒介公司在中国也按此原则办理。

权益及其他

一、中国旅游媒介公司在美国播放、出售和宣传所得的利润，由中国旅游声像出版公司和美国通运公司平分。

利润的定义是：节目播放、出售和宣传所得的收入减去该节目的生产、出售、发行和市场推销的开支。

二、中国旅游媒介公司为中国旅游声像出版公司提供质量符合要求，价格有竞争性的声像设备和原材料，所需费用在中国旅游声像出版公司所得利润中扣除。

三、中国旅游媒介公司合同和章程将按此意向书精神另行制定，合同和章程受中国中外合资企业法、美国加利福尼亚法律保护。

四、中国旅游媒介公司合同期限为七年，自签字之日起生效，因经营不当或其他原因造成连年亏损，而短期内无力扭转局面，通过双方协商，停业进行整顿或终止合同。

合同期满，如双方对合作满意，经协商可延长合同期。



美国远东通运公司代表：

Blue J...
一九八五年七月三十日于北京