

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

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 KBS America, Inc. 625 S. Kingsley Dr., 3rd Fl. Los Angeles, CA 90005		2. Registration No. 5684
3. Name of foreign principal Korean Broadcasting System	4. Principal address of foreign principal 18 Yoido-dong, Youngdeungpo-ku, Seoul, Korea	
5. Indicate whether your foreign principal is one of the following: <input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Individual-State nationality _____ <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify): _____		

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6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.
N/A
- b) Name and title of official with whom registrant deals.

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

- a) Principal address.
N/A
- b) Name and title of official with whom 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

Television and radio broadcast, operation of various TV and radio channels, production of TV and radio programs, and related services and activities.

b) Is this foreign principal


Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

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

Korean Broadcasting System, a public service broadcaster in Korea, is owned by the Korean government. It was established with funds provided by the Korean government. However, its management is not subject to any direct control by the Korean government. Its independence in management is provided for by a special legislation enacted in 1973.

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.

N/A

Date of Exhibit A	Name and Title	Signature
April 18, 2005	Oh Suk Kwon, President	

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant KBS America, Inc.	2. Registration No. 5684
3. Name of Foreign Principal Korean Broadcasting System	

Check Appropriate Boxes:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the 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 expenses, if any, to be received.

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

Broadcasting television programming of Korean Broadcasting System ("KBS") in the U. S. via satellite; supplying DVDs and videotapes containing KBS television programming to video retailers in the U. S. for rental to the public; allowing Korean broadcasting companies in the U. S. to broadcast KBS television programming in their areas.

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

See the response in Item 7.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

The activities on behalf of the above-named foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below to the extent that the television programming of Korean Broadcasting System distributed by the registrant in the U. S, contains news and other related programs.

Date of Exhibit B April 28, 2005	Name and Title Oh Suk Kwon, President	Signature 
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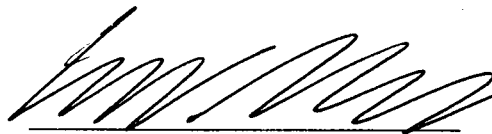
Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with 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.

CERTIFICATE

I, the undersigned, Sebong Hong, hereby certify as follows:

1. I am fluent in Korean. I received 16 years of education in the Korean language in the Republic of Korea, including college.
2. The attached is an accurate English translation of a two-page Korean language agreement between Korean Broadcasting System and KBS America, Inc. titled "KBS World Channel Business and Contents License Business Agreement."

Executed on this 5th day of May, 2005.



Sebong Hong

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KBS World Channel Business and Contents License Business Agreement

Korean Broadcasting System (hereinafter "KBS") and KBS America, Inc. (hereinafter "KA") agree as follows with respect to KBS World, the international satellite broadcast of KBS, and the business utilizing contents of KBS:

Article 1 (Authorization of Use) (1) KA shall conduct the following businesses using contents of KBS:

1. KBS World broadcast and network expansion (North America)
2. Contents business through terrestrial, cable and satellite (including broadcast right) (North America, Guam and Saipan)
3. Video reproduction, distribution and rental business (North America, Guam and Saipan)

(2) The prior approval of KBS shall be required for any of the following:

1. Matters relating to programming that materially affect the image of KBS World channel or reworking of programming
2. Selection of KBS World channel operator and modification of contract terms
3. Matters with respect to which approval of KBS is made necessary for channel policy reasons
4. Main policy matters such as video business distribution system and pricing.
5. Matters relating to agreement for supply of contents between KA and KBS LA, Inc.
6. Gratuitous distribution of contents
7. Launching new businesses other than those specified in the preceding section

(3) When necessary for business reasons, KBS may supply contents directly to North America.

Article 2 (Responsibilities, Etc.) (1) KA shall actively cooperate in implementation of policies aiming at realization of global vision of KBS.

(2) KA acknowledges that KBS World channel broadcast and network expansion which KA will pursue on behalf of KBS in accordance with the North America channel policy of KBS will be KA's top priority business.

(3) KA shall insure that KBS World broadcast be subtitled in English.

(4) KA shall be responsible for protecting the copyrights in KBS contents and the copyrighted material.

Article 3 (Reporting Obligation) At the end of each quarter, KA shall submit a written report on the status of operation of KBS World channel and performance of the contents business. When deemed necessary, KBS may require submission of materials relating to management and business.

Article 4 (Supply of Contents) Expenses associated with the reproduction and shipment of programs (video tapes) shall be governed by a separate agreement between KA and KBS Media, Ltd.

Article 5 (Handling Rights) (1) In conducting the businesses specified in Article 1, Section 1, KA shall, at its cost and responsibility, take care of those copyrights and other related rights KBS has not secured.

(2) When requested by KA and consented to by the copyright association concerned, KBS may negotiate KA's copyright-related agreement on behalf of KA.

Article 6 (Protection of Copyrights) (1) In the event copyright in KBS contents is infringed, KA shall immediately notify KBS of the same and shall take appropriate action to protect KBS contents with approval from KBS. KA shall immediately notify KBS in writing of the nature of actions taken and results thereof.

(2) KA shall bear any and all expenses incurred to protect KBS contents such as attorneys' fees, costs of lawsuits, taxes and assessments, etc.

Article 7 (Contents License Fee) KA shall pay license fees to KBS every quarter, beginning August, 2004, at the rate of \$2,500 per month.

Article 8 (Delegation of Supply of Contents) KBS hereby delegates to KA the task of supplying contents to KBS LA, Inc.

Article 9 (Term of Agreement) The term of this Agreement shall be from August 1, 2004 to December 31, 2005; provided, however, that the term shall be automatically extended from year to year for a period of one year from the day immediately following the date of

expiration, absent any written expression to terminate or change from either KBS or KA at least one month prior to the expiration of the term.

Article 10 (Amendment, Modification, Etc.) Any amendment or modification of this Agreement shall be in writing and shall require mutual agreement of KBS and KA. In the event any question arises with respect to any matter not addressed in this Agreement or interpretation hereof, the parties shall seek resolution with diligent mutual consultation.

Article 11 (Termination of Agreement) In the event either party breaches all or any part of this Agreement, the other party may demand that the breach be cured within a period of time not less than 7 days and may terminate this Agreement if the breach is not cured with said period of time.

Article 12 (Governing Law) (1) This Agreement shall be deemed to have been executed, and to be performed, in the Republic of Korea.

(2) The interpretation, application, validity and performance of this Agreement shall be governed by the laws of the Republic of Korea, and the courts of the Republic of Korea shall have jurisdiction in the event any lawsuit is filed by either party.

Article 13 (Korean Text) The Korean language text of this Agreement shall be the authentic text, and this Agreement shall be interpreted on the basis of the Korean text only.

In witness whereof, the parties have prepared and executed two counterparts of this Agreement and shall each keep one.

July , 2004

KBS: 18 Yoido-dong, Youngdeungpo-ku, Seoul,
Korean Broadcasting System President Yun Joo Jung [seal]

KA: 625 S. Kingsley Drive, Los Angeles, CA 90005
KBS America, Inc. President Oh Suk Kwon [Signature]

KBS WORLD 채널사업 및 콘텐츠 사용사업 계약서

KBS한국방송(이하 "갑"이라 한다)과 (주)KBS AMERICA(이하 "을"이라 한다)는 "갑"의 국제 위성방송인 KBS WORLD 및 "갑" 콘텐츠를 이용한 사업에 관하여 다음과 같이 합의한다.

제1조(사용허락) ① "을"은 "갑"의 콘텐츠를 활용하여 다음 각 호의 사업을 수행한다.

1. KBS WORLD 방송 및 네트워크 확장 사업(북미지역)
2. 지상파, 유선, 위성을 통한 콘텐츠사업(방송권 포함)
(북미지역 및 광,사이판 포함)
3. 비디오 복제, 배포 및 대여 사업(북미지역 및 광,사이판 포함)

② 다음 각 호의 경우에는 "갑"의 사전 승인을 얻어야 한다.

1. KBS WORLD 채널 위상에 중대한 영향을 주는 편성 및 프로그램 재가공에 관한 사항
2. KBS WORLD 채널사업자 선정 및 계약조건 변경
3. "갑"이 채널정책상 필요하다고 판단하여 승인을 요청한 사항
4. 비디오사업 유통체계 및 가격 등의 주요 정책
5. "을"과 (주)KBS LA의 콘텐츠 공급계약에 관한 사항
6. 콘텐츠 무상배포
7. 전항에서 정한 사업 이외의 신규사업 진출

③ "갑"은 "갑"의 사업상 필요시에는 북미지역에 콘텐츠를 직접 공급할 수 있다.

제2조(책임등) ① "을"은 "갑"의 글로벌비전을 실현하기 위하여 추진하는 정책에 적극적으로 협조하여야 한다.

② "을"은 "갑"의 북미지역 채널정책에 따라 "갑"을 대행하여 KBS WORLD 채널방송 및 네트워크 확장이 최우선 사업임을 확인한다.

③ "을"은 "갑"의 KBS WORLD 채널에 영어자막방송을 실시하여야 한다.

④ "을"은 KBS콘텐츠의 저작권과 저작물을 보호할 책임이 있다.

제3조(보고의무) "을"은 "갑"에게 매분기 말에 KBS WORLD 채널운영 현황 및 콘텐츠사업 실적울 서면으로 보고하여야 하며, 필요시 "갑"은 경영 및 사업관련 자료제출요구를 할 수 있다.

제4조(콘텐츠공급) 프로그램(비디오 테입)의 복제, 배송에 따른 비용은 "을"과 (주)KBS미디어간의 별도 약정에 따른다.

제5조(권리처리) ① "을"이 제1조 ①항에 정한 사업을 시행함에 있어 "갑"이 확보하지 않은 저작권 및 저작인접권 등은 "을"의 비용과 책임으로 해결해야 한다.

② "을"의 요청 및 저작권 단체의 동의가 있을 경우 "갑"이 "을"의 저작권관련 계약에 따른 협상을 대행할 수 있다.

제6조(저작권보호) ① "을"은 KBS 콘텐츠의 저작권이 침해되었을 경우 즉시 "갑"에게 통보하고 "갑"의 승인을 얻어 KBS 콘텐츠 보호를 위한 적절한 조치를 취하여야 하며 그 조치내용과 조치결과를 "갑"에게 서면으로 즉시 통보하여야 한다.

② "을"은 KBS 콘텐츠 보호를 위해 발생하는 변호사비용, 소송비용, 제세공과금 등 일체의 비용을 부담한다.

제7조(콘텐츠사용료) ① "을"은 "갑"에게 2004년 8월부터 매월 2,500USD의 금액을 매분기별로 지불하여야 한다.

제8조(콘텐츠공급위임) "갑"은 (주)KBS LA에게 콘텐츠를 공급하는 업무를 "을"에게 위임한다.

제9조(계약기간) 본 계약의 계약기간은 2004.8.1부터 2005.12.31까지로 한다. 단 기간만료 1개월 전까지 "갑" 또는 "을"로부터 서면에 의한 폐지 또는 변경의 의사표시가 없을 때에는 기간 만료일의 다음날로부터 새로 1년씩 자동 연장된다.

제10조(계약의 수정, 변경 등) 본 계약에 관한 수정, 변경은 "갑", "을" 쌍방의 합의하에 문서로서 작성하여야 하며, 본 계약에 정하지 않은 사항이나 해석에 의문이 있을 경우에는 성의를 가지고 상호 협의하여 해결하는 것으로 한다.

제11조(계약해지) 본 계약 당사자 쌍방은 각기 계약 상대방이 본 계약의 전부 또는 일부를 이행하지 않을 때에는 7일 이상의 기간을 정하여 그 이행을 최고하고, 그 기간내에도 계속 이행치 않을 때에는 본 계약을 해지할 수 있다.

제12조(준거법) ① 본 계약은 대한민국에서 체결되었고 이행되는 것으로 본다.

② 본 계약의 해석, 적용, 효력 및 이행은 대한민국의 법에 의하여 규율되며 쌍방 소송시 관할법원은 대한민국 지역관할 법원으로 한다.

제13조(한글본) 본 계약서는 한글로 기술된 계약서 원본이 정본이며, 본 계약서는 한글계약서 원본에 의하여서만 해석된다.

본 계약의 체결을 증명하기 위하여 계약서 2부를 작성하여 기명날인 후 각각 1부씩 보관한다.

2004년 7월 일

"갑" : 서울특별시 영등포구 여의도동 18번지

한국방송공사 사장

정연주 (인)

"을" : 625 S. Kingsley Drive, Los Angeles CA 90005

(주)KBS AMERICA 사장

권오석