No. 43-R226
Approval Expires Oct. 31, 1981

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

Form OBD-68
(Rev 10-14-76)
Formerly DJ-307
for

AMENDMENT TO REGISTRATION STATEMENT

Pursuant to the Foreign Agents Registration Act of 1938, as amended.

RECEIVED U.S. DEPARTMENT OF JUSTICE CRIMINAL DIVISION NOV 3 11 27 AM '81 INTERNAL SECURITY REGISTRATION UNIT

1. Name of Registrant	2. Registration No.
China Books & Periodicals, Inc.	1350

3. This amendment is filed to accomplish the following indicated purpose or purposes:

- [ ] To correct a deficiency in
  - [ ] Initial Statement
  - [ ] Supplemental Statement for _____
- [ ] To give notice of change in an exhibit previously filed.
- [XX] To give a 10-day notice of a change in information as required by Section 2(b) of the Act.
- [ ] Other purpose (specify) _____

4. If this amendment requires the filing of a document or documents, please list -

Agreement between RENMIN RIBAO PUBLISHING HOUSE and CHINA BOOKS & PERIODICALS, INC. effective October 15, 1981. See attachment to Exhibit B.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

Registrant has entered into an agreement with an additional foreign principle from the People's Republic of China. Details relating to this agreement and foreign principle are provided in Exhibits A & B filed herewith.

OFFICIAL SEAL
ALBERT E JARKIEH
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My comm. expires SEP 27, 1984
2782-24th Street, San Francisco, CA 94110

The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this amendment and that he is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (their) knowledge and belief.

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Christopher Noyes
Margaretha Noyes
Phyllis Horner

Subscribed and sworn to before me at San Francisco

this 23rd day of October, 1981

Albert E. Jarkieh
(Notary or other officer)

My commission expires _____

DOJ

FORM OBD - 67
JAN 1977

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

OMB No. 43-R0216
Approval expires Oct. 31, 1981

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: China Books & Periodicals, Inc.
2929 24th Street
San Francisco, CA 94110

2. Registration No. 1350

3. Name of foreign principal: RENMIN RIBAO PUBLISHING HOUSE

4. Principal address of foreign principal: 2 Jin Tai Xi Lu
Beijing, 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
  - [X] Corporation
  - [ ] Association
  - [ ] Committee
  - [ ] Voluntary group
  - [ ] 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.

Not applicable

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

Not applicable

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

Publishing Renmin Ribao and other publishing functions and arranging foreign distribution.

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal ..... Yes [XX] No [ ]

Directed by a foreign government, foreign political party, or other foreign principal.... Yes [XX] No [ ]

Controlled by a foreign government, foreign political party, or other foreign principal .. Yes [XX] No [ ]

Financed by a foreign government, foreign political party, or other foreign principal ... Yes [ ] No [XX]

Subsidized in whole by a foreign government, foreign political party, or other foreign principal ..... Yes [ ] No [XX]

Subsidized in part by a foreign government, foreign political party, or other foreign principal ..... Yes [ ] No [XX]

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

Renmin Ribao is the official newspaper of the government of China.

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
	Christopher Noyes, President	Christopher Noyes

DOJ

Form OBD-65
Rev. 4-27-77
(Formerly DJ-304)

OMB
No. 43-R435
Approval Expires Oct. 31, 1981

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
CHINA BOOKS & PERIODICALS, INC.	RENMIN RIBAO PUBLISHING HOUSE

Check Appropriate Boxes:

1. [XX] 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.

Set forth in agreement attached to this exhibit. The only financial or other consideration passing to registrant that is not set forth in attached agreement is a payment of $999.00 to registrant for reimbursement of air fare incurred in connection with negotiation of agreement.

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

Set forth in contract attached to this exhibit.

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 [XX] 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.

Sole political activity of the registrant under the attached agreement will be the dissemination of the RENMIN RIBAO, the official government newspaper of the People's Republic of China within the United States.

Our purpose is a commercial purpose to distribute this publication as a profit making venture, however, we note that this newspaper may influence public opinion in the United States to a favorable attitude toward the official policies of said government.

Date of Exhibit B	Name and Title	Signature
	Christopher Noyes President	Christopher Noyes

[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.

AGREEMENT

Renmin Ribao Publishing House, Beijing
(hereinafter referred to as Party A)

China Books & Periodicals, Inc., San Francisco
(hereinafter referred to as Party B)

September 1981, Beijing

In order to make Renmin Ribao available to the readers in the United States of America and Canada on a more timely basis, Party A has decided to reprint and distribute Renmin Ribao in and from San Francisco, and to entrust Party B with the performance of such functions.

1. Renmin Ribao will be published each and everyday of the year, in 8-page broadsheet. On the following occasions, only 4 pages will be printed: New Year's Day, Spring Festival (3 days), "May 1" and "October 1 (2 days).

2. Areas of distribution shall initially include the United States and Canada, and shall gradually expand to various South American countries.

3. Party A will pack and deliver at San Francisco on a daily basis the printing transparencies of Renmin Ribao, all freight expenses shall be paid by Party A.

4. Party B will pick up the transparencies at the San Francisco Airport on a timely basis each day, and shall ensure the normal and timely performance of the daily printing and mailing functions.

5. The edition of Renmin Ribao reprinted by Party B in San Francisco shall be exactly the same as the edition published in Beijing, except for the following items which may be required for the distribution of Renmin Ribao in the United States: name, address, telephone and cable numbers of the distributor; registration notice; retail and subscription rates, to be printed on the top portion of the page in every issue. Party B shall neither alter the text nor add any advertising inserts. Printing quality shall be guaranteed with legible text and clear photographs.

On the basis of abiding to the provisions of this Agreement, Party B shall have the discretion to select any contractor to perform the functions of printing, mailing and accepting subscriptions. The cost of such contracting shall be at the sole expense of Party B.

Party A shall supply a list to Party B of subscriptions accepted in the People's Republic of China, such list shall contain the name, address, starting and expiration dates of each subscription. Party B shall deliver

Renmin Bibao to these subscribers. Besides maintaining the current subscriptions, Party B shall actively develop new subscriptions in the United States and Canada. Party A will collect payments of subscriptions it accepts; Party B will collect payments of subscriptions it accepts on behalf of Party A. Party A Shall inform Party B on a timely basis of any changes of addresses of subscriptions accepted in the People's Republic of China.

8. All monies from payments of subscriptions and retail sales of Renmin Ribao shall be credited in their entirety to the account of Party A. Payments received by Party B on behalf of Party A shall be remitted to Party A by telegram prior to the 3rd day of the following month.

9. Retail price of Renmin Ribao shall be US$0.20; subscription rates are: US$36.00 for 6 months, US$72.00 for 1 year. Party A shall inform Party B of any changes in rates.

10. Printing and distribution expenses paid by Party A to Party B (including expenses for picking up transparencies and all costs involved in printing and mailing) shall be as follows: Distribution expenses shall be 40% of the retail price of the number of copies printed as instructed by Party A. Printing expenses shall be US$200.00 for 1,000 copies and US$50.00 for each additional 1,000 copies. If the number of additional copies printed is under 1,000,

US$5.00 shall be paid for each additional 100 copies (any number under 100 shall be counted as 100). If the number of copies printed exceeds 3,500, printing charges shall be renegotiated.

11. Party B shall apply at the U.S. Postal Service for second class postage for Renmin Ribao as soon as possible. Second class postage shall be paid by Party B. Before second class postage status is granted, Renmin Ribao may be sent by third class mail. The excess amount of postage required by third class mail over second class mail shall be paid by Party A. As soon as second class postage status is acquired, Party B shall reimburse Party A the abovementioned excess amount of postage as refunded by the U.S. Postal Service. This amount shall be deducted from the printing expenses paid by Party A to Party B.

1[illegible]. Business taxes required of Party B under the laws of the United States in performing the printing and distribution functions for Renmin Ribao and all other c[illegible]s shall be at the sole expense of Party B.

1[illegible]. Party A shall make an advanced payment of US$7,500.00 to Party B as expenses for the trial run period and excess postage paid for 3rd class mail.

14. On the 1st day of each month, Party A shall make an advance payment to Party B, based on the number of copies the former plans to print and distribute in the same month. Prior to the 3rd day of each month, Party B shall issue an invoice to Party A for the printing and distribution services rendered in the preceding month. The difference in amount between the advance payment and the invoice for the same month shall be adjusted in the accounting for the following month.

15. Party B shall be responsible for all necessary legal procedures for the printing and distribution of Renmin Ribao in the United States. Party A shall pay Party B US$2,000.00 to cover registration and legal expenses; this shall be the only amount paid to Party B for such purpose.

16. Both parties agree to designate January 1, 1982 as the official starting date for the reprinting and distribution of Renmin Ribao in the United States. A trial period is set for December 16 - 31, 1981. During this period, 1,000 copies of Renmin Ribao shall be printed daily. Expenses incurred during the trial period shall be paid by Party A in accordance with applicable provisions of this Agreement. All advertising activities conducted by Party B during the trial period shall be discussed and

agreed on by both parties in advance. All advertising expenses shall be paid by Party A. Party B shall provide Party A by mail with clippings of the advertisments and receipts of advertising fees. During the trial period, Party B shall send by air mail 2 copies of Renmin Ribao daily to the Circulations Department of Party A for inspection of printing quality.

17. Party B shall on a semi-monthly basis provide by mail to the Budgets Office of Party A a report in duplicate in the format designated by Party A.

18. Any items not elaborated in this Agreement shall be settled through negotiation by both parties.

19. This Agreement shall be signed and sealed by representatives of both parties. The effective day of this Agreement shall be October 15, 1981, and shall be valid through December 31, 1983. This Agreement shall be extended for 1 year if neither party objects to the extention (any objection to the extention should be communicated 3 months prior to the expiration date of this Agreement).

20. This Agreement is written in both the Chinese and the ~~Chinese~~ ENGLISH languages. Both versions shall have equal legal power. Each version has two original copies, one for each party. Each party can make reproductions as necessary.

Party A: Renmin Ribao Publishing House

Representative:

Address: 2 Jintaixilu, Chaoyangmenwai
Beijing, People's Republic of China

Telephone: 59-6231

Cable No.: 3838

Telex: 22320 RMRB CN

Bank Account No.: Business Office
Bank of China Headquarters
No. 71300060

Party B: China Books & Periodicals, Inc.

Representative: Christopher Noyes

Address: 2929 - 24th Street
San Francisco, CA 94110, U.S.A.

Cable Address: CHINABOOKS SAN FRANCISCO

Telex: 278281 PATHUR

Bank Account No.: Bank of America
24th and Bryant Streets
San Francisco, CA 94110, U.S.A.
No.