

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	MUDGE ROSE GUTHRIE ALEXANDER & FERDON (successor in interest to Daniels Houlihan & Palmeto, P.C.) 2121 K Street, N.W., Suite 700 Washington, D.C. 20037	2. Registration No. 3200
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3. Name of foreign principal China National Textiles Import & Export Corporation (CHINATEX)	4. Principal address of foreign principal 82, Tun An Men Street Beijing, PRC
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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
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) Government corporation
- Individual—State his nationality _____

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

- 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: N/A

- a) Principal address
- 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

Exports and imports textile products.

RECEIVED
GENERAL DIVISION
FEB 11 1 26 PM '85
INTERNATIONAL SECURITY
REGISTRATION UNIT

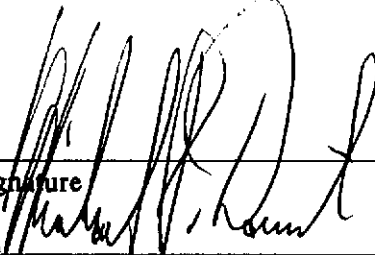
b) Is this foreign principal

- 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.)

This is a government-owned corporation.

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 February 1, 1985	Name and Title Michael P. Daniels Partner	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
MUDGE ROSE GUTHRIE ALEXANDER & FERDON
(successor in interest to Daniels,
Houlihan & Palmeto, P.C.)

Name of Foreign Principal
China National Textiles Import & Export
Corporation (CHINATEX)

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.

As described in the attached contract, Mudge Rose Guthrie Alexander & Ferdon (successor in interest to Daniels, Houlihan & Palmeto, P.C.) has agreed to provide legal assistance to Chinatex as may be appropriate, with emphasis placed on problems in the administration of the U.S.-P.R.C. bilateral textiles agreement.

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

As described in the attached contract, Mudge Rose Guthrie Alexander (successor in interest to Daniels, Houlihan & Palmeto, P.C.) will provide representation on legal and economic issues with regard to textile matters.

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.

As interpreted by the Department of Justice Registration Unit, our efforts on behalf of Chinatex may include political activities.

We expect to have discussions with members of the press, Congress and/or their staff, and with officials in the administration to be assured that they fully understand Chinatex's position with regard to textile matters.

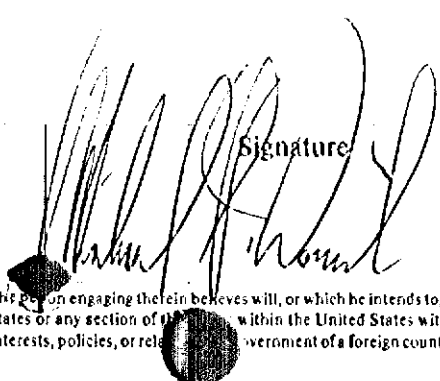
Date of Exhibit B

February 1, 1985

Name and Title

Michael P. Daniels
Partner

Signature



¹Political activity as defined in Section 1(o) of the Act means 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 Government 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 the Government of a foreign country or a foreign political party.

LAW OFFICES
DANIELS, HOULIHAN & PALMETER, P. C.

NATIONAL PLACE

1331 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20004

MICHAEL P. DANIELS
DAVID P. HOULIHAN
N. DAVID PALMETER
DONALD B. CAMERON, JR.
MARTIN J. LEWIN
JEFFREY S. NEELEY
MIRIAM CUTLER
JULIE C. MENDOZA
ALAN H. PRICE

September 10, 1984

TELEPHONE
(202) 393-8224
CABLE DANHOU
TELEX 440305
FACSIMILE
393-8267

China National Textile Import
and Export Corporation (CHINATEX)
c/o Mr. Shudong Wu
Embassy of the People's Republic
of China
2300 Connecticut Avenue, N.W.
Washington, D.C. 20008

Dear Sirs:

The purpose of this letter is to extend our contract for an additional six months covering the months of September 1984 through February 1985 on the same terms and conditions as set forth in our proposal of April 23, 1982, which was agreed to by CHINATEX on May 11, 1982, with an adjustment of new fees for professional services at \$20,000 for the six months term, payable in installments of \$10,000 each on November 30, 1984 and February 28, 1985, respectively. Fees for professional time spent outside of the United States shall be paid pursuant to agreement.

If this is acceptable to you, will you please signify the acceptance of CHINATEX by an appropriate official. We have enclosed a copy of this letter. Please execute the copy and return it to us, keeping the original for your files.

Sincerely,

DANIELS, HOULIHAN & PALMETER, P.C.

By:


Michael P. Daniels

MPD:db

Agreed to this 20 day of September, 1984

Enc.

China National Textiles Import & Export Corporation (CHINATEX)

By:  (WU Shudong)

First Secretary

As a consequence of the merger between Mudge Rose Guthrie Alexander & Ferdon and Daniels, Houlihan & Palmeto, P.C., Mudge Rose has assumed and is providing the services that the attached contract requires.

LAW OFFICES
DANIELS, HOULIHAN & PALMETER, P.C.
FEDERAL BAR BUILDING WEST
1818 H STREET, N.W.
WASHINGTON, D.C. 20006

MICHAEL R. DANIELS
DAVID P. HOULIHAN
N. DAVID PALMETER
DONALD B. CAMERON, JR.
MARTIN J. LEWIN

April 23, 1982

PROPOSAL

TO: China National Textiles Import and Export Corporation

This is a proposal for representation of the interest of the China National Textiles Import and Export Corporation (hereinafter referred to as "CHINATEX") by the law firm of Daniels, Houlihan and Palmeter, P.C. (hereinafter referred to as "DH&P").

I. Coverage and Activities

A. DH&P agrees to represent the interests of CHINATEX in all problems it faces in the regulation of international trade in textile and apparel products in the United States market. Emphasis shall be placed upon negotiations on possible extension of the bilateral agreement between the United States and the People's Republic of China, and problems arising under that agreement and any extension thereof. Activities shall include reporting, analysis, advice and consultation with regard to these problems, and the preparation of necessary legal, economic, statistical and other materials, together with such representational activities as may be appropriate and authorized by CHINATEX. DH&P shall also assist in areas other than those upon which emphasis has been placed, in consultation with CHINATEX, including, but not limited to, problems of administration of

the agreement (including the visa system), by both the People's Republic of China and the United States.

B. As a matter of high and urgent priority, DH&P shall prepare the following materials as soon as possible, with a target completion and delivery date of May 21, 1982:

1. An analysis of the present bilateral.
2. Proposals and suggestions with regard to a new agreement.
3. An analysis of agreements with other supplier countries.
4. An analysis and forecast of problems in sensitive categories now not under control.

C. Should professional time and effort or the scope of activities substantially exceed or be less than that presently contemplated by the parties, or should special projects not now contemplated be undertaken at the request of CHINATEX, the parties agree that they will consult with a view to increasing or decreasing the professional fees set forth herein in an appropriate amount, subject to agreement between CHINATEX and DH&P.

D. All services to be performed by DH&P shall be under the control, supervision and direction of CHINATEX and no major activities or action shall be undertaken without consultation with, and the approval of, CHINATEX.

E. The representation will not involve representation of CHINATEX with regard to purely commercial problems or problems in major markets other than the United States. It shall not cover extensive proceedings, such as proceedings under U.S. legislation on safeguards, countervailing duties, and anti-dumping. It shall not include any formal proceedings before U.S. agencies with regard to other administrative matters, and will not involve

proceedings in U.S. or state courts. All of the proceedings and activities set forth in this paragraph, and similar extensive proceedings, shall not be covered by this contract. Should such representation be deemed necessary and appropriate for the interests of CHINATEX, such services shall be subject to separate agreement and compensation.

II. Term

The term of the agreement shall be for the period April 1, 1982, through December 31, 1982, and may be renewed or amended upon mutual agreement of DH&P and CHINATEX.

III. Fees

Fees for professional services shall be at the rate of \$3,900 per month, payable in installments of \$11,700 each on June 31, September 30, and December 31, 1982.

IV. Expenses

Unusual and major expenses, such as overseas travel, shall be reimbursed by CHINATEX, but shall not be incurred without the express approval, in advance, of CHINATEX. Such expenses shall be payable upon the rendering of a statement and account of such expenses.

If these terms are acceptable to you, please indicate your acceptance in the space provided, and this letter shall constitute an agreement between DH&P and CHINATEX. We have sent to you an original and one copy. The original is for your records. Please return the executed copy to us.

Respectfully submitted,

DANIELS, ROUWIKER & PALMETER, P.C.

By: 
Michael P. Daniels

Accepted:

CHINA NATIONAL TEXTILES
IMPORT AND EXPORT CORPORATION

By: 
(Wu Shudong)

Date: May 11, 1982 