

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 Gray and Company Public Communications International, Inc. The Power House, Washington, D.C. 20008	2. Registration No. 3301
--	-----------------------------

3. Name of foreign principal China Media Services, Inc.	4. Principal address of foreign principal c/o Roland Tseng 9770 Roseda Boulevard Northridge, CA 91324
--	--

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 _____

RECEIVED
 CRIMINAL DIVISION
 AUG 1 2 11 1982
 INTERNATIONAL SECURITY
 REGISTRATION UNIT

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
China Media Services, Inc. is a news agency which develops TV documentaries dealing with cultural, archaeological, and human interest stories.

b) Is this foreign principal

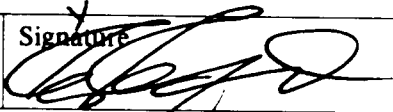
- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by 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 Media Services Inc. is joint-owned by Mr. Roland Tseng and the Government of the People's Republic of China, Ministry of Tourism.

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.

Please refer to Question #9 above.

Date of Exhibit A January 31, 1986	Name and Title Charles S. Crawford Executive Vice President	Signature 
---------------------------------------	---	--

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
Gray and Company Public Communications International, Inc.	China Media Services, Inc.

Check Appropriate Boxes:

- 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.
- 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.
- 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.

Registrant will provide public relations counsel and services to the foreign principal.

RECEIVED
ORIGINAL DIVISION
FEB 29 1 29 PM '88
INTERNAL SECURITY
SECTION
REGISTRATION UNIT


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

Please refer to Question #4 on the reverse side.

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.

Please refer to Question #4 on the reverse side.

Date of Exhibit B	Name and Title	Signature
January 31, 1986	Charles S. Crawford Executive Vice 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 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.



GRAY AND COMPANY

CHARLES S. CRAWFORD
EXECUTIVE VICE PRESIDENT

January 28, 1986

Mr. Roland Tseng
Chief Executive Officer
China Media Services, Ltd.
9700 Reseda Boulevard
Northridge, CA 91324

Dear Mr. Tseng:

Please accept this letter of agreement by which Gray and Company, Public Communications International, Inc. ("Gray and Company") will perform public relations services as described in the attached Appendix A for China Media Services Inc. ("China Media") and assist China Media in obtaining sponsorships in connection with the "Treasures of China" ("film series"), a series of film documentary programs designed for North American television airing and redistribution.

The fee for Gray and Company services shall consist of no less than five percent (5%) of the production budget for the film series and for any collateral projects derived from, describing or based upon the film series (collateral projects). The production budget shall consist of all income received by China Media from sponsorship agreements for the film series and collateral projects plus any other amounts allocated by China Media for their production. As and when such sponsorship income is received by China Media, Gray and Company shall be paid five percent (5%) of such sponsorship income. Any additional amounts due Gray and Company shall be paid as budgets are allocated for specific projects.

Gray and Company cannot independently verify factual material supplied to it by China Media and therefore China Media will indemnify and hold harmless Gray and Company for any claim, loss, damage, expense or other legal liability based upon Gray and Company's reliance upon information, representations, reports, news releases, or other material provided to Gray and Company by China Media.

Gray and Company's activities hereunder on behalf of China Media Services, Ltd. shall be subject to all applicable U.S. laws, including the Foreign Agents Registration Act and the Foreign Corrupt Practices Act. Pursuant to such laws, it is understood Gray and Company will be making reports of its activities to appropriate U.S. government regulatory agencies and that such reports will be available to the public.

RECEIVED
CRIMINAL DIVISION
FEB 1 25 PM '86
INTERNATIONAL COMMUNICATIONS
REGISTRATION SECTION



1/28/86
Chen...

China Media Services, Ltd.
January 28, 1986
Page Two

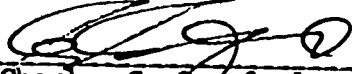
This contract shall be effective on the earlier of February 1, 1986, or the date of this agreement as indicated below and will be terminated upon the completion of all public relations work by Gray and Company in connection with the film series and any related projects; provided, however, that if, after four (4) months from the date of this agreement, Gray and Company has not secured potential sponsorships to meet production requirements for the film series, China Media may terminate this agreement upon sixty (60) days' written notice.

This agreement represents the entire agreement of the parties and may be amended only by a writing signed by all parties. It shall be governed by and construed in accordance with the laws of the District of Columbia.

If you concur with the terms set forth above, please signify your acceptance by signing and returning to us the enclosed copy of this agreement.

GRAY AND COMPANY PUBLIC
COMMUNICATIONS INTERNATIONAL, INC.

By: _____


Charles S. Crawford III
Executive Vice President

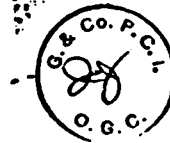
ACCEPTED:

CHINA MEDIA SERVICES, INC.

By: _____

Roland Tseng
Chief Executive Officer

Date: _____



January 28, 1986

APPENDIX A

LETTER OF AGREEMENT BETWEEN CHINA MEDIA SERVICES, LTD. AND
GRAY AND COMPANY PUBLIC COMMUNICATIONS INTERNATIONAL, INC.

1. China Media Services is pleased to designate Gray and Company as its exclusive public relations representative for the promotion of the proposed "Treasures of China" film series.
2. Gray and Company shall have the authority to represent China Media Services in all and only the following capacities:
 - 1) Gray and Company has the sole right to identify and initiate contact with potential sponsors for the televised series, "Treasures of China," for which China Media Services has the exclusive first-time film rights.
 - 2) Gray and Company will conduct pre-screening of interested sponsors to determine suitability of the sponsor(s) to the project.
 - 3) Gray and Company will have responsibility for responding to inquiries regarding sponsorships of the televised series.
 - 4) Gray and Company will be the issuer of all press information regarding the series and will have responsibility for responding to media and public inquiries.
 - 5) Gray and Company will have responsibility for preparing, designing printing and distribution of all press materials concerning the project.
3. Gray and Company will not enter legal negotiations with any potential sponsoring organization as a representative of China Media Services, nor collect any monies on behalf of China Media Services without the prior express written authority from China Media Services.
4. Gray and Company will not issue any statements to the public or media without the prior express written authority from China Media Services.
5. China Media Services agrees not to make contacts with potential sponsors or engage in negotiations for sponsorship of the series other than with organizations identified to Gray and Company in writing as reserved for our direct coordination.
6. China Media Services agrees to prepare no public information materials, no press releases, make no press statements nor contact any media regarding the project directly, without advance notification to Gray and Company.
7. Gray and Company is authorized to proceed with its duties as the representative of China Media Services effective February 1, 1986, or on the execution date of their formal letter of agreement, whichever is sooner.

