

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 Jones, Day, Reavis & Pogue 655 15th Street, N.W. Washington, D.C. 20005-5701	2. Registration No. 3427
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3. Name of foreign principal Embassy of the People's Republic of China	4. Principal address of foreign principal 2300 Connecticut Ave., N.W. Washington, D.C. 20008
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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) _____
- Individual—State his nationality _____

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

- a) Branch or agency represented by the registrant.
Embassy in the United States
- b) Name and title of official with whom registrant deals.
Mr. Zhang Zai, Minister

7. If the foreign principal is a foreign political party, state: Not Applicable

- 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, Not Applicable

- a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal This section is not applicable

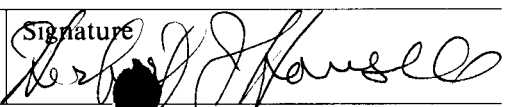
- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by 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.)

Not Applicable

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 Jan 31 1986	Name and Title Herbert J. Hansell 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	Name of Foreign Principal
Jones, Day, Reavis & Pogue	Embassy of the People's Republic of China

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 render legal services to the foreign principal in following developments in both the legislative and Executive branches of the United States Government which may be of interest to the foreign principal, such as trade or foreign investment laws or regulations. Registrant may contact United States Government officials or members of Congress and their staffs for the purpose of collecting information in regard to these matters. In addition, if specifically requested by the foreign principal, Registrant may discuss such matters with U.S. Government officials or members of Congress and their staffs in an attempt to influence the policy or legislation.

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

See response to Question 4, above.

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.

Registrant may, from time to time, and at the specific request of the foreign principal, engage in discussion with U.S. Government officials or members of Congress and their staffs which could be deemed an attempt to influence policy or legislation of interest to the foreign principal.

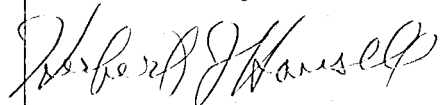
Date of Exhibit B

Jan 31, 1980

Name and Title

Herbert J. Hansell
Partner

Signature



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.

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SURREY & MORSE

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WRITER'S DIRECT DIAL NUMBER
(202) 682-4040

April 11, 1984

Embassy of the People's Republic of China
2300 Connecticut Avenue, N.W.
Washington, D.C. 20008

Attention: Mr. Zhang Zai
Minister-Counselor

Gentlemen:

This letter is to confirm the arrangements by which Surrey & Morse (the "Firm") will render legal services to the Embassy of the People's Republic of China (the "Embassy"). The Firm will follow and furnish the Embassy with information concerning developments of interest to China arising in the Executive and Legislative Branches of the United States Government and in the business community. The Firm will analyze this information and furnish guidance and suggestions to the Embassy with respect thereto. The Firm will also appear on behalf of the Embassy before the Executive and Legislative Branches of the United States Government and before the business community in appropriate circumstances. In this connection, it is understood that the Firm will not be representing the Government of the People's Republic of China in its negotiations with the United States Government.

All services rendered by the Firm will be performed by or under the general supervision of Walter Sterling Surrey. It is understood that the Firm may continue to represent clients seeking to do business with the People's Republic of China, and that it will in this connection keep the Embassy informed as to the identities of such clients.

In connection with its representation, it is understood that the Firm may be required, under applicable United States law, to register under the Foreign Agents Registration Act and the Lobbying Act.

For the Firm's services, the Embassy will compensate the Firm at its standard hourly rates, it being understood that, to the fullest extent possible, the work will be

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performed by associates and paralegals. A schedule setting forth the names and the billing rates of attorneys and paralegals likely to be involved in the representation of the Embassy is attached hereto as Exhibit A. The Embassy will also reimburse the Firm for the Firm's out-of-pocket expenditures incurred in connection with its work for the Embassy. No unusual out-of-pocket expenses will be incurred without the prior approval of the Embassy. Statements for fees and expenses will be rendered monthly with an itemization of the work performed and such other information as may be requested by the Embassy. While it is recognized that the cost for the foregoing services may vary from month to month, we estimate that, on the average over the period of a year, monthly fees will be in the \$3,000 to \$4,000 range. It is also recognized that specific major projects, such as lobbying with respect to a particular piece of legislation, will be the subject of a separate agreement between us. Such specific major projects are not included in the foregoing monthly estimate.

This agreement is effective as of March 1, 1984 and will be in effect for an initial period of twelve (12) months. Thereafter, it may be renewed for a definite or indefinite period as the parties may agree, with such amendments as may be agreed to between the parties.

If the foregoing is acceptable and in accordance with the expectations of the Embassy, we would appreciate it if a representative of the Embassy would sign and date the enclosed copy of this letter under the word "Accepted" and return the copy to us. The original is for the official records of the Embassy.

Very truly yours,

SURREY & MORSE

By: 

Walter Sterling Surrey

ACCEPTED:

THE EMBASSY OF THE PEOPLE'S
REPUBLIC OF CHINA

By: 张再

Date: APRIL 17, 1984