

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. 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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 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 XIN MIN INTERNATIONAL, INC.	2. Registration No. 4969 N/A
3. Name of foreign principal XIN MIN EVENING NEWSPAPER	4. Principal address of foreign principal 839 Yan An Road (M) Shanghai 200040, P.R. 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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input checked="" type="checkbox"/> Association	<input type="checkbox"/> 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.

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

a) Principal address

b) Name and title of official with whom registrant deals. N/A

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

Xin Min Evening Newspaper is engaged in the publication and distribution of Xin Min Evening Newspaper, a non-official newspaper in China, particularly in Shanghai; placing the advertisement for local business; and holding equity interest in various trading, investment and consulting companies in Shanghai

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.)

Xin Min Evening Newspaper is an association organized under the law of the People's Republic of China, and the newspaper itself is a non-official publication in China. The newspaper is edited and published under the guidance of the general public and the direction of the Shanghai Municipal Government. The operation of Xin Min Evening Newspaper is financed by the revenue from the subscribers; placing the ad and the various business activities of its subsidiaries.

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
November 4, 1994	Gu, Long, General Manager	

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 triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Name of Registrant	Name of Foreign Principal
XIN MIN INTERNATIONAL, INC.	XIN MIN EVENING NEWSPAPER

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 three 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 three 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 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 the expenses, if any, to be received.

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- Describe fully the nature and method of performance of the above indicated agreement or understanding.
The registrant will print or have the newspaper printed, and distribute the newspaper in the United States of America upon receipt of the transparencies of the newspaper via satellite

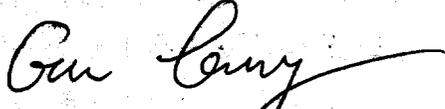
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will engage the local printing house and distribution service firm in Los Angeles or other cities if necessary to print and distribute the newspaper in the United States

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.

The activities on behalf of the foreign principal will involve "political propoganda" as defined under Section 1(j) of the Foreign Agency Registration Act. The Xin Min Evening Newspaper will refer to the interests and policies of Chinese government from time to time, because the newspaper is directed by the Shanghai Municipal Government.

Date of Exhibit B	Name and Title	Signature
November 4, 1994	Gu, Long, General Manager	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propoganda 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 interest, policies, or relations of a government of a foreign country or a foreign political party.

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AGREEMENT

THIS AGREEMENT is entered into this 1st day of November, 1994, by and between XIN MIN EVENING NEWSPAPER ("Party A"), an association established under the laws and regulations of the People's Republic of China ("PRC"), and XIN MIN INTERNATIONAL, INC., a California corporation of the United States of America ("Party B").

WHEREAS, Party A desires to distribute Xin Min Evening Newspaper ("Newspaper") in the United States of America to satisfy the increased demand of the local Chinese community, and is interested in establishing an agency relationship with the Party B; and

WHEREAS, Party B represents that it has access to the local Chinese community in the subject geographic territory and is able, willing and prepared to distribute the Newspaper in the territory;

NOW, THEREFORE, IT IS AGREED BY THE PARTIES with reference to the following:

1. **Appointment.**

Party A hereby appoints Party B for the territory hereinafter specified as its exclusive agent and grant to Party B exclusive right to print and distribute the Newspaper in its geographic territory of the United States of America ("Territory"), subject to the terms and conditions of this Agreement, and Party B hereby accepts such appointment.

2. **Term.**

This Agreement shall be in effect commencing on the date of this Agreement and expiring on October 31, 1995. Such term may be extended by written agreement of both parties for a period of one (1) year. Each of the parties does hereby agree each to notify the other at least three (3) months prior to the expiration of such initial term of its intention to extend this Agreement. The failure to so notify shall be deemed to be notification of termination.

3. **Party B's Activities.**

In connection with its appointment as an exclusive agent hereunder, Party B agrees to the following undertakings:

3.1 Party B shall use its best efforts to solicit subscriptions for the Newspaper within the Territory at the

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prices in accordance with the following price schedule, which is agreed upon by both parties:

Retail price US\$.25 per copy
Subscription US\$ 7.00 per month
 \$40.00 per six months
 \$80.00 per year.

3.2 Party B shall make presentations and advertise, in such manner and expense as may be reasonably required to inform adequately the subscribers and potential subscribers of the Newspaper within the Territory.

3.3 Party B shall, upon receipt of satellite transmitted transparency of the Newspaper each day, print or arrange to have the Newspaper printed within four (4) hours in conformity with the standards specified by the Party A and prevailing in the Territory.

3.4 Party B shall, upon the completion of the printing process, distribute, either by delivering the Newspaper to the newsstands or local subscribers or by mailing the Newspaper to the out-of-town subscribers, or in such manner as may be agreed upon by the parties.

3.5 Party B shall cooperate with the printing company in establishing and maintaining the quality, standards and reputation of the Newspaper, complying with any reasonable suggestions offered by Party A.

3.6 Party B shall provide promotional services to acquaint the subscribers and potential subscribers of the Newspaper. Party B shall call on subscribers of the Newspaper in the Territory for the purpose of determining whether the Newspaper is satisfactorily meeting subscribers' expectations. Party B shall report regularly on the status of existing accounts and of subscriptions with the potential subscribers in the format required by the Party A.

4. Reimbursement and Compensation.

4.1 Party A shall establish and maintain a bank account at the Bank of China Los Angeles Branch ("Bank of China") or any other bank or financial institution as designated by the Party B and acceptable to the Party A, and authorize the Party B to withdraw funds from time to time up to an aggregate amount to be agreed upon by the parties later, so as to enable the Party B to cover the costs and expenses in providing printing and distribution services.

4.2 On the fifth day of each month, the Party B shall forward to the Party A a statement containing (a) the total number of the newspapers delivered; (b) the total amount of disbursements it made in printing and distributing the Newspaper, for the previous month. The Term of Disbursement shall have the meaning of the disbursements Party B made during the previous month to pay (w) the printing charges; (x) postage for mailing the newspapers; (y) the charge for delivery and retail sales service; and (z) air freight charge for delivering the Newspaper to the out-of-town subscribers ("Statement").

4.3 On the tenth day of each month, or within five days after the receipt of the Statement, whichever occurs earlier, Party A shall reimburse Party B for the Disbursements it made on behalf of Party A as stated in the Statement.

4.4 Party A shall grant to Party B, a right to solicit for the placement of the advertisement by the businesses in the United States of America ("Local Advertisement"), and to print and replace a total of five and half pages of advertisement with the Local Advertisement in the Newspaper at the costs and expenses of the Party B.

5. Cooperation of Party A.

5.1 Party A shall transmit via satellite to Party B the transparencies of the Newspaper of the same day no later than 1:00 p.m. Beijing time.

5.2 Party A shall provide Party B with its printing and distribution policy, description of the newspaper, retail and subscription price and other information it deems necessary for aiding the performance of the Party B and shall keep Party B informed of any change thereof.

6. Indemnity and Liability.

Party A shall indemnify and hold harmless Party B and its representatives or employees from and against any and all claims, costs, and liabilities, whether in contract or tort, arising out of the distribution Newspaper, including the libel, infringement of copyright and the invasion of privacy by Party A.

7. Termination.

7.1 Party A shall have no right to terminate this Agreement unless (a) a thirty (30) day prior notice has been given to the Party B; and (b) any of the following occurs:

- (1) In the event of a breach of any material terms and conditions of this Agreement by Party B and the failure to remedy any breach within 30 days after receiving notice thereof from the Party A; or
- (2) Representation by Party B of other companies or newspapers in competition with the Party A or the Newspaper, without prior written consent of the Party A; or
- (3) Substantial change in the ownership, management or other key personnel of the Party B which materially affects the ability of the Party B to fulfil its obligations under the Agreement; or
- (4) In the event that Party B shall be or become insolvent, or proceeding in bankruptcy or under insolvency laws, or for reorganization, receivership or dissolution shall be instituted by and against it, or if it avails itself of the benefit of any bankruptcy or insolvency statute, or if it shall make an assignment for the benefit of creditors or any general arrangement with creditors, or if it discontinues business or adopts a resolution providing for dissolution or liquidation; or
- (5) An event will materially and adversely affect the ability of Party B to sell effectively the Newspaper in the Territory or which is likely to impair the ability of Party B to perform its obligations hereunder, including but not limited to acts of war, laws, rules, or statutes enacted by governmental authority in the Territory or any other events whether similar or dissimilar to the foregoing.

8. Applicable Law.

All questions concerning the validity, performance, interpretation, or breach of this Agreement shall be governed and decided by the laws of the State of California, U.S.A.

9. No Implicit Waiver.

Any failure by either party at any time to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions or any other provisions hereof.

13. Prior Agreements.

This Agreement supersedes all prior agreements, express or implied, between the parties or any of them, except as to an accounting for transactions consummated under any prior agreement.

14. Amendments.

This Agreement may not be modified or amended except by a written instrument executed by each of the parties.

15. Article Headings.

The section headings herein are for convenience of reference only and shall not affect the construction of this Agreement.

16. Languages.

This Agreement shall be made in English and Chinese. Both versions shall have the same legal effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year above first written.

PARTY A:
XIN MIN EVENING NEWSPAPER

By 丁法章
Ding Fa Zhang,
Its Editor-in-Chief

Dated: 1994.11.1

PARTY B:
XIN MIN INTERNATIONAL, INC.

By 顾龙
Gu Long,
Its General Manager

Dated: 1994.11.1