OMB No. 43-[illegible]
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.

1. Name of Registrant	2. Registration No.
Gray and Company Public Communications International, Inc.	3301

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 a 10-day notice of a change in information as required by Section 2(b) of the Act.
- ☐ Other purpose (specify) /
- ☑ To give notice of change in an exhibit previously filed. China Media Services, Inc. - Exhibit B

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

Additional Exhibit B for foreign principal (attached)

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 received executed copy of contract as well as a new letter of agreement from foreign principal which modifies original arrangement.

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.)

James C. Harrington

Charles S. Crawford

Gary Hymel

Subscribed and sworn to before me at ~~Washington, DC~~

this 9th ~~day 9th~~ October, 19 86

Leigh Bundick
(Notary or other officer)

Leigh Bundick

My commission expires ~~May 14, 1990.~~

DOJ

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0007
Approval Expires Nov. 30, 1986

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:

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.

Registrant will provide public relations counsel and srvices to the foreign principal, including the securing of sponsorships for the proposed foreign principal's TV series production. The agreement has been extended between the parties until November 30, 1986.

REGISTRATION UNIT
CRIMINAL DIVISION
U.S. DEPARTMENT OF JUSTICE
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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Refer to #4

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.

Refer to #4

Date of Exhibit B	Name and Title	Signature
10/9/86	Charles S. Crawford Executive Vice President	

[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.

China Media Services, Ltd.

fcms

ROLAND TSENG
PRESIDENT
CHIEF EXECUTIVE OFFICER

July 29, 1986

Mr. Charles S. Crawford
Executive Vice President
Gray and Company
The Power House
Washington, D.C. 20007

Re: Contract Modification to Extend Period of Securing Sponsorships

Dear Chuck:

This letter agreement will serve to modify the contract that was entered into between Gray and Company and China Media Services, Ltd. on March 3, 1986.

China Media Services Ltd. and Gray and Company mutually agree to extend the time period in which Gray and Company has to secure sponsorships to meet the reasonable agreed upon production requirements to the TV series. The time period is extended until ~~September 30~~ November 30, 1986, at which time the contract will automatically terminate.

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

CHINA MEDIA SERVICES, LTD.

By: _____
Roland Tseng
President

ACCEPTED:

GRAY AND COMPANY

By: _____
Charles S. Crawford III

Date: 11 Aug 1986

9700 RESEDA BOULEVARD • NORTHRIDGE, CA 91324 • 818-885-8180 • 818-885-8186 • TELEX: 1815123NORIGBTVL NTGE

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GRAY AND COMPANY

CHARLES S. CRAWFORD
EXECUTIVE VICE PRESIDENT

May 27, 1986

Mr. Roland Tseng
CEO
China Media Services, Ltd.
9700 Reseda Boulevard
Northridge, California 91324

Dear Roland:

This confirms our telephone conversation in which China Media agrees to extend the termination date of our agreement an additional six months, to account for delays beyond the control of Gray and Company. The new termination date of the agreement between China Media Services and Gray and Company will be December 31, 1986.

Rather than add new language to the contract, please just send the second copy of this letter back with your initials, accepting the change. I then will add the letter to our file copy.

Sincerely,

PUBLIC COMMUNICATIONS INTERNATIONAL, INC.
THE POWER HOUSE
WASHINGTON, D.C. 20007-3614
202-333-7400

TLX: 440143 GRAY UI
TWX: 710-822-9282 GRAY CO WSH

GRAY AND COMPANY
CHARLES S. CRAWFORD
EXECUTIVE VICE PRESIDENT

February 27, 1986

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 five percent (5%) of the production budget for the "film series." The production budget shall consist of all monies received by China Media from sponsorship agreements arranged by Gray and Company for the "film series." As and when such sponsorship monies are received by China Media, Gray and Company shall be paid the five percent (5%) of such monies which Gray and Company arranged, negotiated, introduced, or otherwise assisted in obtaining. In addition, China Media agrees to pay Gray and Company an additional five percent (5%) of the sponsorship monies raised by Gray and Company, for the "film series." Upon commencement of funding from sponsors, China Media will pay Gray and Company in equal monthly payments during the course of the "film series" project and its development with payments to continue until said funding from sponsors has been completed. It is understood that this additional five percent (5%) is to be considered payment by China Media for the "Public Relations Representation," in connection with the "film series," as specifically outlined in Appendix A, attached. It is further understood that this payment of five percent (5%) represents an all-inclusive payment for all public relations, services and all other expenses directly or indirectly related to the "film series."

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.

NATIONAL PUBLIC RELATIONS/PUBLIC AFFAIRS
THE POWER HOUSE
WASHINGTON, D.C. 20007
202 333-7400

G & Co. D.C. D.C.

CA 3-5-86

This contract shall be effective on the earlier of March 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 reasonable agreed upon production requirements for the "film series," China Media may terminate this contract 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 State of California.

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: 3-3-86

Witness: _____

3-3-86

February 27, 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.

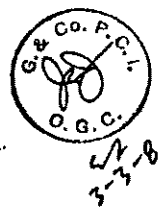
3. Gray and Company will not enter legal negotiations with any potential sponsoring organization as a representative of China Media Services, nor collect any monies on behalf of China Media Services without the prior express written authority from China Media Services.

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 March 1, 1986, or on the execution date of their formal letter of agreement, whichever is sooner.



Appendix B

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

Gray and Company Public Communications International, Inc. (Gray) agrees to pay $50,000 to China Media Services, Inc. (CMS) to be used expressly for direct expenses related to the development of the "Treasures of China" film series ("series").

The monies may be used only for airline travel, meals, and accommodations of non-CMS employees travelling in connection with the research or development of the series; purchases, rental or editing of photographs, videotapes or film necessary to the development of the series; hiring of technicians or consultants necessary to the development of the series; telephone, telex, or express mail charges; and printing, graphic design or similar artistic services necessary to the development of the series.

Gray agrees to make the payment of $50,000 in the following way:

- o $10,000 paid to CMS on or about February 20, 1986.
- o Reimbursement of expenses for the project upon presentation of invoices for authorized expenses or by written or telexed requests for pre-payment of expenses, followed within 30 days by documentation the goods or services were paid for.

It is agreed that in no case will expenses paid by Gray exceed a total of $50,000.

China Media Services agrees to reimburse Gray $50,000 if the series is aired by CMS on North American television at any date in the future and this agreement has been terminated.

AGREED

For: CMS

March 3rd, 1986
Date:

For: Gray and Company

Feb 25, 1986
Date:

3-7-86