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SCHEDULE 13D  
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO  
RULE 13d-2(a)

(Amendment No. \_\_\_)(1)

Sohu.com Inc.

-----  
(Name of Issuer)

Common Stock, \$.001 par value

-----  
(Title of Class Securities)

83408W103

-----  
(CUSIP Number)

Kenneth T. Cote  
Brown & Wood  
49/F, Bank of China Tower  
One Garden Road  
Central, Hong Kong  
(011-852) 2509-7888

-----  
(Name, Address and Telephone Number of Person Authorized to Receive Notices  
and Communications)

April 11, 2001

-----  
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to  
report the acquisition that is the subject of this Schedule 13D, and is filing  
this schedule because of Rule 13d-1(e), 13d-1(f), or 13d-1(g), check the  
following box .

Note. Schedules filed in paper format shall include a signed original and  
five copies of the schedule, including all exhibits. See Rule 13d-7(b) for  
other parties to whom copies are to be sent.

(continued on following pages)

(Page 1 of 11 Pages)

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1 The remainder of this cover page shall be filled out for a reporting  
person's initial filing on this form with respect to the subject class of  
securities, and for any subsequent amendment containing information which  
would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be  
deemed to be "filed" for the purpose of Section 18 of the Securities Exchange  
Act of 1934 or otherwise subject to the liabilities of that section of the Act  
but shall be subject to all other provisions of the Act (however, see the  
Notes).

SCHEDULE 13D

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CUSIP No. 83408W103 13D Page 2 of 11 Pages  
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1 NAME OF REPORTING PERSON  
S.S. or I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

Hong Kong Jade Bird Science and Technology Limited

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\* (a) | |  
(b) | |

3 SEC USE ONLY

4 SOURCE OF FUNDS\*

WC

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) | |

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Hong Kong

NUMBER OF SHARES	7	SOLE VOTING POWER 3,073,750
BENEFICIALLY OWNED BY	8	SHARED VOTING POWER 23,427,804
EACH REPORTING PERSON WITH	9	SOLE DISPOSITIVE POWER 3,073,750
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,073,750	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.6%	
14	TYPE OF REPORTING PERSON* CO	

\*SEE INSTRUCTION BEFORE FILLING OUT!  
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7  
(INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION

Schedule 13D

Item 1. Security and Issuer

The class of equity securities to which this statement on Schedule 13D (the "Statement") relates is the Common Stock, par value \$.001 per share, of Sohu.com Inc. (the "Company"), a Delaware corporation. The principal executive offices of the Company are located at 7 Jianguomen Nei Avenue, Suite 1519, Tower 2, Bright China Chang An Building, Beijing 100005, People's Republic of China.

Item 2. Identity and Background

- (a) Name of Person Filing:  
Hong Kong Jade Bird Science and Technology Limited (the "Reporting Person"). The Reporting Person is a wholly-owned subsidiary of Beijing Beida Jade Bird Limited, a company organized under the laws of the People's Republic of China ("Beijing Beida"). Attached hereto as Appendix A is information required by this Item 2 with respect to the executive officers and directors of the Reporting Person and Beijing Beida.
- (b) Address of Principal Business Office:  
Unit 02, 7th Floor, Asia Pacific Center  
No. 8 Wyndham Street  
Central, Hong Kong
- (c) Principal Business:  
The principal business of the Reporting Person is investment holding.
- (d) Criminal Proceedings:  
During the last five years, neither the Reporting Person nor any executive officer or director of the Reporting Person or Beijing Beida has been convicted in any criminal proceeding.
- (e) Civil Proceedings:  
During the last five years, neither the Reporting Person nor any executive officer or director of the Reporting Person or Beijing Beida has been party to any civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such person was or is subject to any judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or State securities laws or finding any violation with respect to such laws.
- (f) Place of Organization:  
Hong Kong

Item 3. Source and Amount of Funds or Other Consideration

The 3,073,750 shares of Common Stock (the "Shares") beneficially owned by the Reporting Person were acquired at a purchase price of US\$1.18 per share. The Shares were acquired pursuant to a Securities Purchase Agreement entered into on April 11, 2001 between Intel Corporation ("Intel") and the Reporting Person, pursuant to which Intel agreed to sell to the Reporting Person all of the Shares owned by Intel. The Reporting Person funded the acquisition of the Shares from its working capital.

Item 4. Purpose of Transaction

The Reporting Person acquired the Shares for investment purposes. It may acquire additional securities of the Company at any time and from time to time in the open market or otherwise. The Reporting Person may at any time and from time to time review or reconsider its position and/or change its purpose and/or formulate plans or proposals with respect thereto.

Item 5. Interest in Securities of the Issuer

- (a) Amount Beneficially Owned:  
The Reporting Person beneficially owns an aggregate amount of 3,073,750 shares of Common Stock of the Company, representing 8.63% of the outstanding shares of Common Stock of the Company (based upon 35,625,716 shares of Common Stock outstanding as of March 2, 2001 as stated by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2000).
- (b) (i) Sole Power to Vote, Direct the Vote, or Dispose of Shares:  
3,073,750
- (ii) Shared Power to Vote or Direct the Vote of Shares: 23,427,804
- (c) Recent Transactions:  
Other than the transaction reported in Item 3 of this Schedule 13D, neither the Reporting Person nor, to the best of the Reporting Person's knowledge, any of the persons identified on Schedule A have effected any transactions in the Shares during the past 60 days.
- (d) Rights with Respect to Dividends or Sales Proceeds: N/A
- (e) Date of Cessation of Five Percent Beneficial Ownership: N/A

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

The Securities Purchase Agreement, dated as of April 11, 2001, between Intel and the Reporting Person provides that the Reporting Person is subject to the terms and conditions of the Sohu.com Inc. Second Amended and Restated Stockholders' Voting Agreement, dated as of October 18, 1999, among Charles Zhang, Nicholas Negroponte, Brant C. Binder, Edward B. Roberts, Intel, Maxtech Enterprises Limited and Dow Jones & Company, Inc., pursuant to which the parties have agreed to vote their shares of Common Stock in favor of the nominees for directors selected by each of Dow Jones & Company, Inc. and Maxtech Enterprises Limited.

Item 7. Material to Be Filed as Exhibits

Exhibit 1: Securities Purchase Agreement, dated April 11, 2001.

Exhibit 2: Sohu.com Inc. Second Amended and Restated Stockholders' Voting Agreement, dated October 18, 1999.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: April 23, 2001

HONG KONG JADE BIRD SCIENCE  
AND TECHNOLOGY LIMITED

/s/ Xu Zhen Dong

-----  
Name: Xu Zhen Dong

Title: Chief Executive Officer and Director

DIRECTORS AND EXECUTIVE OFFICERS

I. Directors and Executive Officers of Hong Kong Jade Bird Science and Technology Limited (the "Reporting Person").

All directors and executive officers of the Reporting Person are citizens of the People's Republic of China.

Xu Zhen Dong, Chief Executive Officer and Director  
c/o Hong Kong Jade Bird Science and Technology Limited, Unit 02, 7th Floor, Asia Pacific Center, No. 8 Wyndham Street, Central, Hong Kong.  
Principal Occupation: Chief Executive Officer and Director of the Reporting Person. Xu Zhen Dong also serves as President and Director of the Reporting Person's parent corporation, Beijing Beida Jade Bird Limited ("Beijing Beida").

Xu Qi Xiang, Director  
c/o Beijing Beida Jade Bird Limited, 14/F, Beida Pacific Science and Technology Development Center, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: Executive President and Director of Beijing Beida.

Chen Zhong, Director  
c/o Beijing Beida Jade Bird Limited, 14/F, Beida Pacific Science and Technology Development Center, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: Chief Technology Officer and Director of Beijing Beida.

Ni Jin Lei, Director  
c/o Beijing Beida Jade Bird Limited, 14/F, Beida Pacific Science and Technology Development Center, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: Vice President of Beijing Beida.

Wang Jian Hua, Director  
c/o Beijing Zhong Xie Tian Di Investment Consulting Limited, No. 21, Andingmenwai Street, Dongcheng District, Beijing, People's Republic of China.  
Principal Occupation: President of Beijing Zhong Xie Tian Di Investment Consulting Limited. Wang Jian Hua is also a Director of Beijing Beida.

II. Directors and Executive Officers of Beijing Beida.

All directors and executive officers of Beijing Beida are citizens of the People's Republic of China.

Xu Zhen Dong, President and Director  
c/o Beijing Beida Jade Bird Limited, 14/F, Beida Pacific Science and Technology Development Center, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: President and Director of Beijing Beida.

Xu Qi Xiang, Executive President  
c/o Beijing Beida Jade Bird Limited, 14/F, Beida Pacific Science and Technology Development Center, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: Executive President of Beijing Beida.

Chen Zhong, Chief Technology Officer and Director  
c/o Beijing Beida Jade Bird Limited, 14/F, Beida Pacific Science and Technology Development Center, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: Chief Technology Officer and Director of Beijing Beida.

Fan Yi Min, Chief Operating Officer  
c/o Beijing Beida Jade Bird Limited, 14/F, Beida Pacific Science and Technology Development Center, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: Chief Operating Officer of Beijing Beida.

Liu Yong Jin, Senior Vice President  
c/o Beijing Beida Jade Bird Limited, 14/F, Beida Pacific Science and Technology Development Center, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: Senior Vice President of Beijing Beida.

Zhang Yong Li, Senior Vice President  
c/o Beijing Beida Jade Bird Limited, 14/F, Beida Pacific Science and Technology Development Center, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: Senior Vice President of Beijing Beida.

Zhou Yan Jun, Senior Vice President  
c/o Beijing Beida Jade Bird Limited, 14/F, Beida Pacific Science and Technology Development Center, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: Senior Vice President of Beijing Beida.

Xu Er Hui, Senior Vice President  
c/o Beijing Beida Jade Bird Limited, 14/F, Beida Pacific Science and Technology Development Center, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: Senior Vice President of Beijing Beida.

Hou Qi, Vice President

c/o Beijing Beida Jade Bird Limited, 14/F, Beida Pacific Science and Technology Development Center, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: Vice President of Beijing Beida.

Zhang Wan Zhong, Vice President  
c/o Beijing Beida Jade Bird Limited, 14/F, Beida Pacific Science and Technology Development Center, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: Vice President of Beijing Beida.

Miao Li, Vice President  
c/o Beijing Beida Jade Bird Limited, 14/F, Beida Pacific Science and Technology Development Center, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: Vice President of Beijing Beida.

Liu Yue, Vice President  
c/o Beijing Beida Jade Bird Limited, 14/F, Beida Pacific Science and Technology Development Center, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: Vice President of Beijing Beida.

Li Ming Chun, Vice President  
c/o Beijing Beida Jade Bird Limited, 14/F, Beida Pacific Science and Technology Development Center, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: Vice President of Beijing Beida.

Ni Jin Lei, Vice President  
c/o Beijing Beida Jade Bird Limited, 14/F, Beida Pacific Science and Technology Development Center, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: Vice President of Beijing Beida.

Chen Shu Xin, Vice President  
c/o Beijing Beida Jade Bird Limited, 14/F, Beida Pacific Science and Technology Development Center, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: Vice President of Beijing Beida.

Xiang Lei, Vice President  
c/o Beijing Beida Jade Bird Limited, 14/F, Beida Pacific Science and Technology Development Center, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: Vice President of Beijing Beida.

Zhang Jian Buo, Vice President  
c/o Beijing Beida Jade Bird Limited, 14/F, Beida Pacific Science and Technology Development Center, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: Vice President of Beijing Beida.

Yang Fu Qing, Chairman of the Board  
c/o Beijing University, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: Professor at Beijing University.

Xing Huan Lou, Vice Chairman of the Board  
c/o Beijing International Electricity Development Investment Company, Tianyin Plaza, A2 South Fuxingmen Street, Xicheng District, Beijing, People's Republic of China.  
Principal Occupation: Chief Executive Officer and Director of Beijing International Electricity Development Investment Company.

Peng Xi Zhong, Vice Chairman of the Board  
c/o Da Xing Industrial Development Zone Development Management Company, East Kangzhuang Crossing, Daxing County, Beijing, People's Republic of China.  
Principal Occupation: Chairman of the Board of Beijing Da Xing Industrial Development Zone Development Management Company.

Wang Yang Yuan, Director  
c/o Beijing University, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: Professor at Beijing University.

Yang Yu Lu, Director  
c/o Beijing Integrated Investment Company, No. 44, Exhibition Center Road, Xicheng District, Beijing, People's Republic of China.  
Principal Occupation: Vice President, Beijing Integrated Investment Company.

Li Ping Fang, Director  
c/o Beijing University, Haidian District, Beijing 100080, People's Republic of China.  
Principal Occupation: Office of Commercial Operations at Beijing University.

Cai Lian Jun, Director  
c/o Beijing Da Xing Industrial Development Zone Development Management Company, East Kangzhuang Crossing, Daxing County, Beijing 100080, People's Republic of China  
Principal Occupation: President of Beijing Da Xing Industrial Development Zone Development Management Company.

Wang Jian Hua, Director  
c/o Beijing Zhong Xie Tian Di Investment Company Limited, No. 21, Andingmenwai Street, Dongcheng District, Beijing, People's Republic of China.  
Principal Occupation: President of Beijing Zhong Xie Tian Di Investment Company Limited.

Zhang Li, Director  
c/o Beijing Integrated Investment Company, No. 44, Exhibition Center Road,  
Xicheng District, Beijing, People's Republic of China.  
Principal Occupation: Manager at Beijing Integrated Investment Company,  
Division of Investments.

Wei Dong, Director  
c/o Yong Jin Group, Fujia Economic Development Zone, Xiaozheng Town, Qingpu  
County, Shanghai, People's Republic of China.  
Principal Occupation: Chairman of the Board of the Yong Jin Group.



Exhibit Index  
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Exhibit -----	Description -----
1	Securities Purchase Agreement, dated April 11, 2001.
2	Sohu.com Inc. Second Amended and Restated Stockholders' Voting Agreement, dated October 18, 1999.

## SECURITIES PURCHASE AGREEMENT

SECURITIES PURCHASE AGREEMENT, dated as of April 11, 2001, between INTEL CORPORATION, a Delaware corporation ("Seller") and HONG KONG JADE BIRD SCIENCE AND TECHNOLOGY LIMITED, a Hong Kong corporation (the "Purchaser").

1. Sale of Stock. Subject to the terms and conditions contained herein, on the Settlement Date (as defined below), Seller hereby agrees to sell and deliver to Purchaser and Purchaser hereby agrees to purchase from Seller 3,073,750 shares of Common Stock (the "Common Shares") of Sohu.com, Inc., a Delaware Corporation (the "Company"), at a price equal to US\$1.18 per share of the Company's Common Stock (the "Purchase Price").

2. Settlement. Subject to satisfaction of the conditions of settlement specified in Section 3 of this Agreement, Settlement of the sale and purchase under Section 1 of this Agreement (the "Settlement") shall take place on April [ ], 2001 at 5:00 p.m. in Hong Kong, or on such other date, time or place as Purchaser and Seller may mutually agree (the "Settlement Date"). On the Settlement Date, Seller shall cause to be delivered to Purchaser a certificate or certificates for the Common Shares or shall deliver appropriate instructions for book entry transfer, against delivery by the Purchaser to Seller of the Purchase Price. The Purchase Price shall be paid by wire transfer of immediately available funds to such account or accounts as the Seller shall designate in writing.

3. Conditions of Settlement. The obligation of Purchaser to purchase and pay for the Common Shares, and the obligation of Seller to sell and deliver the Common Shares, is subject to satisfaction of each of the following conditions: (a) all representations and covenants of Seller and Purchaser contained in Sections 4 and 5 shall be true and correct in all respects on and as of the Settlement Date, with the same force and effect as though such representations and covenants had been made on and as of the Settlement Date; and (b) Purchaser and Seller shall have delivered the representation letters attached hereto as Exhibit A and Exhibit B, respectively, to such transfer agent and the Company.

4. Representations and Covenants of Seller. Seller represents, warrants and agrees that:

- a) Seller beneficially owns and has the unrestricted right (other than as such right may be restricted by laws of general application, including the Securities Act of 1933, as amended (the "Act") and the Sohu.com Inc. Second Amended and Restated Stockholders' Voting Agreement, as amended ("Voting Agreement")) to transfer the Common Shares, free and clear of all liens, claims, charges and other encumbrances.
- b) Seller has full right, power and authority to enter into this Agreement and to transfer the Common Shares in accordance with the terms of this Agreement and this Agreement constitutes a legal, valid and binding obligation of Seller.
- c) Seller's execution, delivery and performance of the Agreement do not violate or conflict with any law applicable to it, any agreement or instrument to which it is a party, any order or judgment of any court or other agency of government applicable to it or any of its assets, or any contractual restriction binding on or affecting it or any of its assets.

5. Representations and Covenants of Purchaser. Purchaser represents, warrants and agrees that:

- a) Purchaser is acquiring the Common Shares to be acquired by it hereunder for its own account and will resell such Common Shares only in transactions which would be permissible under the securities laws of the United States of America or any state thereof.
- b) Purchaser is an "accredited investor" as such term is defined in Regulation 230.501(a) under the Act.
- c) Purchaser is aware that, until the Company is reasonably satisfied in accordance with industry practice that such legend is not required, a legend similar to the following may appear on the certificates representing the Common Shares: "These securities have not been registered under the Securities Act of 1933 and may be re-offered and sold only if so registered or if any exemption from registration is available."
- d) Purchaser has full right, power and authority to enter into this Agreement, and to purchase the Common Shares from Seller on the terms described herein, and this Agreement constitutes a legal, valid and binding obligation of Purchaser.
- e) Purchaser acknowledges and represents that it has made its own investigation into the merits and risks of entering into the transaction contemplated by this agreement and that it has the capacity and financial experience to evaluate the same. Purchaser believes it has received all the information it considers necessary or appropriate for deciding whether to acquire the Common Shares and has had an opportunity to secure all such information as it deems necessary regarding the business, properties, prospects and financial condition of the Company.
- f) The Purchaser understands that the Common Shares have not been registered under the Act, nor qualified under any state securities laws, and that they are being offered and sold pursuant to an exemption from such registration and qualification based in part upon the

representations of the Purchaser contained herein. The Purchaser understands that the Common Shares being purchased hereunder are restricted securities within the meaning of Rule 144 under the Act; that the Common Shares are not registered and must be held indefinitely unless they are subsequently registered or an exemption from such registration is available.

6. Law Governing. This Agreement shall be governed by and constructed in accordance with the laws of the State of Delaware without reference to choice of law doctrine.

7. Parties in Interest. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, representatives, successors, and assigns of the parties hereto.

8. Registration Rights and Voting Agreement. Seller is transferring its rights to Purchaser pursuant to Section 4(1)b of the Sohu.com Inc. Third Amended and Restated Investors Rights Agreement dated February 1, 2000 (the "Investors Rights Agreement") subject to all the terms and conditions contained in the Investors Rights Agreement, as amended. The Purchaser acknowledges that it will be subject to the terms and conditions contained in the Voting Agreement.

9. Miscellaneous. This Agreement may be executed concurrently in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document. The headings of the Sections hereof are inserted for convenience only and shall not be deemed to constitute a part hereof. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all the previous agreements, promise or representations, whether written or oral, between the parties.

10. Fees and Expenses. Each of the Purchaser and Seller agrees to pay its own expenses and disbursements incident to the performance of its obligations hereunder.

11. Amendment and Waiver. This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

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

SELLER: INTEL CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

PURCHASER: HONG KONG JADE BIRD SCIENCE AND TECHNOLOGY LIMITED

By: \_\_\_\_\_  
Name:  
Title:

[SECURITIES PURCHASE AGREEMENT BETWEEN INTEL CORPORATION AND HONG KONG JADE BIRD SCIENCE AND TECHNOLOGY LIMITED]

EXHIBIT A  
FORM OF PURCHASER'S REPRESENTATION LETTER

April 11, 2001

INTEL CORPORATION  
2200 Mission College Boulevard  
Santa Clara, CA 95052

In connection with the purchase by the undersigned of 3,073,750 shares of Common Stock (the "Common Shares") of Sohu.com, Inc., a Delaware Corporation (the "Company"), at a price US\$1.18 per share of the Company's Common Stock (the "Purchase Price"), the undersigned, being a duly authorized officer of Hong Kong Jade Bird Science and Technology Limited, a Hong Kong Company (the "Purchaser"), hereby represents to you that:

1. Purchaser is acquiring the Common Shares to be acquired by it

hereunder for its own account and will resell such Common Shares only in transactions which would be permissible under the securities laws of the United States of America or any state thereof.

2. Purchaser is an "accredited investor" as such term is defined in Regulation 230.501(a) under the Securities Act of 1933, as amended (the "Act").
3. Purchaser acknowledges that the Common Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act") or the securities laws of any state, and, as a result thereof, the Common Shares are "restricted securities" as defined in Rule 144 under the Securities Act and are subject to substantial restrictions on transfer, and that the Common Shares and certificates evidencing the same will bear a legend reflecting such restrictions.
4. Purchaser understands that the Common Shares are being offered and sold by Seller in reliance on exemptions from the registration requirements of federal and state securities laws and that the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein in order to determine the applicability of such exemptions.

Counsel to the Company is entitled to rely on this letter in connection with rendering its opinion letter to the Company or the transfer agent for the common stock of the Company in connection with the sale of the Common Shares by Seller to Purchaser.

Very truly yours,

HONG KONG JADE BIRD SCIENCE AND TECHNOLOGY LIMITED

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT B  
FORM OF SELLER'S REPRESENTATION LETTER

April 11, 2001

HONG KONG JADE BIRD SCIENCE AND TECHNOLOGY LIMITED  
Unit 02, 7th Floor, Asia Pacific Center, 8 Wyndham Street, Hong Kong

In connection with the sale by the undersigned of up to 3,073,750 shares of Common Stock (the "Common Shares") of Sohu.com, Inc., a Delaware Corporation (the "Company"), at a price US\$1.18 per share of the Company's Common Stock (the "Purchase Price"), the undersigned, being a duly authorized officer of Intel Corporation, a Delaware corporation (the "Seller"), hereby represents to you that:

1. Seller acquired 77,325 shares of Preferred B-1 Convertible Stock from the Company (traunch I) on March 12, 1998 and paid for such shares on March 12, 1998; and 77,325 shares of Preferred B-1 Convertible Stock on August 30, 1998, and paid for such shares on August 30, 1998 (traunch II). The Preferred Shares were acquired in a private placement transaction pursuant to Regulation 230.506 promulgated under the Securities Act of 1933, as amended (the "Act").
2. Upon the completion of the initial public offering of the Company on or about July 12, 2000, the Preferred Shares were automatically converted into 3,350,750 shares of Common Stock of the Company, adjusted for stock splits. Seller did not pay any additional consideration for the shares of Common Stock received upon such conversion. The Common Shares which Seller is selling to Purchaser are part of this block of shares.

Counsel to the Company is entitled to rely on this letter in connection with rendering its opinion letter to the Company or the transfer agent for the common stock of the Company in connection with the sale of the Common Shares by Seller to Purchaser.

Very truly yours,

INTEL CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

## Sohu.com Second Amended and Restated Stockholders' Voting Agreement

SOHU.COM INC.  
SECOND AMENDED AND RESTATED STOCKHOLDERS' VOTING AGREEMENT

This Second Amended and Restated Stockholders' Voting Agreement, (the "Agreement") is made as of October 18, 1999 by and among Sohu.com Inc., a Delaware corporation (the "Company") formerly known as Internet Technologies China Incorporated, the persons listed as Investors on Exhibit A (the "Investors") and Charles Zhang, Brant Binder, Nicholas Negroponete and Edward B. Roberts (the "Founders"). The Investors and the Founders will be referred to herein collectively as the "Holders."

WHEREAS, the Investors are parties to (a) a Series B Preferred Stock Purchase Agreement (the "Series B Purchase Agreement") dated as of March 10, 1998 between the Company and the Investors named therein (b) a Series B-1 Preferred Stock Purchase Agreement (the "Series B-1 Purchase Agreement") dated as of August 18, 1998 between the Company and the Investor named therein or (c) a Series C Preferred Stock Purchase Agreement (the "Series C Purchase Agreement") dated as of the date hereof between the Company and the Investors named therein;

WHEREAS, the Company and the Investors which are parties to the Series B Purchase Agreement and the Series B-1 Purchase Agreements (the "Initial Investors") are parties to an Amended and Restated Stockholders' Voting Agreement dated as of August 18, 1998 (the "First Amended and Restated Stockholders' Voting Agreement");

WHEREAS, certain of the obligations of the Company and of the Investors which are parties thereto under the Series C Purchase Agreements (the "Additional Investors") are conditioned upon the amendment and restatement of the First Amended and Restated Stockholders' Voting Agreement to add the Additional Investors as parties and to make such additional changes as are set forth herein; and

WHEREAS, the Company and the Initial Investors wish to amend and restate the First Amended and Restated Stockholders' Voting Agreement as set forth herein and the parties hereto wish to have this Agreement govern certain voting by the Holders in elections for directors of the Company and to clarify certain provisions of the Company's Third Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation").

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

## 1. Voting.

1.1 In all elections of Directors of the Company held during the term of this Agreement (whether at a meeting or by written consent in lieu of a meeting), each of the Holders unconditionally agrees to vote all shares of the Company's Common Stock, \$.01 par value

-1-

("Common Stock"), and all shares of the Company's Preferred Stock, \$.01 par value ("Preferred Stock"), and any other voting securities of the Company now owned or hereafter acquired or controlled by it or him, whether by purchase, conversion of other securities, exercise of rights, warrants or options, stock dividends or otherwise, to elect to the Board of Directors of the Company (i) at least one nominee selected by Intel Corporation ("Intel"), (ii) at least one nominee selected by the holders of a majority in interest of such voting securities held by Harrison Enterprises Inc. ("Harrison") and Kummell Investments Limited ("Kummell"), and (iii) at least one nominee selected by Dow Jones & Company, Inc. ("Dow Jones").

1.2 No Holder will vote to remove any member of the Board of Directors of the Company designated in accordance with the foregoing provisions of this Section, other than for cause, unless the person or persons entitled to nominate or approve that Director so votes or otherwise consents, and, if the person or persons so entitled to nominate or approve so votes or otherwise consents, then all Holders will vote likewise.

1.3 Without the approval of the holders of a majority of the Preferred Stock purchased by Intel pursuant to the Series B Purchase Agreement and the holders of a majority of the Preferred Stock purchased by Kummell pursuant to the Series B Purchase Agreement, the Company will not take, and no Holder will vote in favor of, any action which:

(i) increases the number of authorized shares of the Series B Convertible Preferred Stock of the Company (the "Series B Preferred") or amends or changes the rights, preferences, powers, privileges or restrictions of the Series B Preferred;

(ii) authorizes, creates or issues shares of any class or series of stock having a preference superior to or on a parity with the Series B Preferred;

(iii) reclassifies stock into shares having a preference over or on a parity with the Series B Preferred;

(iv) amends the Company's Certificate of Incorporation in a manner that adversely affects the rights of the Series B Preferred;

(v) results in a merger or consolidation of the Company with one or more other corporations or other entities in which the stockholders of

the Company immediately prior to such merger or consolidation had stock representing less than a majority of the voting power of the outstanding shares of the Company or resulting entity immediately after such merger or consolidation;

(vi) results in the sale or other transaction in a single transaction or a series of related transactions of all or substantially all of the assets of the Company, or otherwise results in the reorganization of the Company;

(vii) results in the dissolution, liquidation or winding up of the Company;

(viii) declares or pays a dividend on the Common Stock (other than a dividend payable solely in shares of Common Stock);

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(ix) results in the incurrence of indebtedness in excess of \$50,000;

(x) materially alters or changes the strategic direction or business operations of the Company in a manner that is not contemplated by the Company's most recent board-approved business plan; or

(xi) amends ARTICLE IX ("Indemnification") of the Company's By-Laws.

1.4 Without the approval of the holders of a majority of the Series C Convertible Preferred Stock of the Company (the "Series C Preferred"), the Company will not take, and no Holder will vote in favor of, any action which:

(i) increases the authorized number of shares of the Series C Preferred or amends or changes the rights, preferences, powers, privileges or restrictions of the Series C Preferred;

(ii) authorizes, creates or issues shares of any class or series of stock having a preference superior to or on a parity with the Series C Preferred;

(iii) reclassifies stock into shares having a preference over or on a parity with the Series C Preferred;

(iv) amends the Company's Certificate of Incorporation in a manner that adversely affects the rights of the Series C Preferred;

(v) results in a merger or consolidation of the Company with one or more other corporations or other entities in which the stockholders of the Company immediately prior to such merger or consolidation had stock representing less than a majority of the voting power of the outstanding shares of the Company or resulting entity immediately after such merger or consolidation;

(vi) results in the sale or other transaction in a single transaction or a series of related transactions of all or substantially all of the assets of the Company, or otherwise results in the reorganization of the Company;

(vii) results in the dissolution, liquidation or winding up of the Company;

(viii) declares or pays a dividend on the Common Stock (other than a dividend payable solely in shares of Common Stock);

(ix) results in the incurrence of indebtedness in excess of \$50,000;

(x) materially alters or changes the strategic direction or business operations of the Company in a manner that is not contemplated by the Company's most recent board-approved business plan; or

(xi) amends the indemnification provisions of the Company's By-Laws.

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2. Legend. For so long as this Agreement is in effect, each certificate representing shares of Common Stock, Preferred Stock or other voting securities of the Company now or hereafter owned by a Holder or any transferee of a holder will be endorsed with the following legend:

VOTING OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN STOCKHOLDERS' VOTING AGREEMENT BY AND AMONG THE STOCKHOLDER, THE COMPANY AND CERTAIN HOLDERS OF STOCK OF THE COMPANY. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY.

### 3. Termination.

(i) The obligations of the Holders as to clause (i) of Section 1.1 above will terminate at such time as Intel does not hold either (a) at least 50% of the Preferred Stock purchased by it pursuant to the Series B Purchase Agreement or (b) at least 50% of the Preferred Stock purchased by it pursuant to the Series C Purchase Agreement or, in either such case, Common Stock into which any such Preferred Stock has been converted.

(ii) The obligations of the Holders as to clause (ii) of Section 1.1 above will terminate at such time as Harrison and Kummell do not between them hold either (a) at least 50% of the Preferred Stock purchased by

them pursuant to the Series B Purchase Agreement or (b) at least 50% of the Preferred Stock purchased by them pursuant to the Series C Purchase Agreement or, in either such case, Common Stock into which any such Preferred Stock has been converted.

(iii) The obligations of the Holders as to clause (iii) of Section 1.1 above will terminate at such time as Dow Jones does not hold either (a) at least 50% of the Preferred Stock purchased by it pursuant to the Series B Purchase Agreement or (b) at least 50% of the Preferred Stock purchased by it pursuant to the Series C Purchase Agreement or, in either such case, Common Stock into which any such Preferred Stock has been converted.

(iv) Sections 1.1 and 1.2 of this Agreement will terminate in their entirety at such time as none of Intel, Harrison and Kummell together, or Dow Jones holds at least 50% of the aggregate amount of Preferred Stock so purchased by it or, in any such case, Common Stock into which any such Preferred Stock has been converted.

4. Miscellaneous.

4.1 Specific Performance; Other Rights. The Company and the Holders recognize that the rights of the parties under this Agreement are unique, and accordingly Intel, Harrison and Kummell and Dow Jones will, in addition to such other remedies as may be available to any of them at law or in equity, have the right to enforce their rights hereunder by actions for injunctive relief and specific performance to the extent permitted by law. Except as provided herein, this

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Agreement is not intended to limit or abridge any rights of the parties which may exist apart from this Agreement.

4.2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware as applied to agreements among Delaware residents, made and to be performed entirely within the State of Delaware.

4.3 Obligations of Transferees. This Agreement and the obligations of the parties hereunder shall be binding upon the parties hereto and, their respective successors, assigns, and transferees.

4.4 Severability. In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4.5 Attorney Fees. In the event that any dispute among the parties to this Agreement should result in litigation, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

4.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.7 Stock Split. All references to numbers of shares in this Agreement shall be appropriately adjusted to reflect any stock dividend, split, combination or other recapitalization of shares by the Company occurring after the date of this Agreement.

4.8 Aggregation of Stock. All shares of Common Stock held or acquired by affiliated entities or persons shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

4.9 Termination of the First Amended and Restated Stockholders' Voting Agreement. The First Amended and Restated Stockholders' Voting Agreement is hereby terminated in its entirety and replaced by this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SOHU.COM INC.

By: \_\_\_\_\_  
Charles Zhang  
President

INVESTORS:

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(Printed Name of Investor)

By: \_\_\_\_\_  
Name:  
Title:

FOUNDERS:



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(Signature of Founder)

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(Printed Name of Founder)

[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED  
STOCKHOLDERS' VOTING AGREEMENT]