

SCHEDULE 13D/A
(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)(1)

Sohu.com Inc.

(Name of Issuer)

Common Stock, \$0.001 par value

(Title of Class Securities)

83408W 10 3

(CUSIP Number)

Kenneth T. Cote
Sidley Austin 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)

May 18, 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 27 Pages)

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/A

CUSIP No.
83408W 10 3 13D/A

Page 2 of 27 Pages

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)

CITIZENSHIP OR PLACE OF ORGANIZATION
Hong Kong

NUMBER OF SHARES	7	SOLE VOTING POWER 6,720,386
BENEFICIALLY OWNED BY	8	SHARED VOTING POWER 23,427,804
EACH REPORTING PERSON WITH	9	SOLE DISPOSITIVE POWER 6,720,386
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 6,720,386	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* _	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 18.9%	
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/A

This Amendment No. 1 to the Schedule 13D filed on April 21, 2001 amends and restates in its entirety such 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 \$0.001 per share (the "Common Stock"), 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

- (a) 3,073,750 shares of Common Stock beneficially owned by the Reporting Person were acquired on April 27, 2001 pursuant to a Securities Purchase Agreement dated 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 Common Stock owned by Intel. These shares were purchased at a price of US\$1.18 per share, or an aggregate of US\$3,627,025.00.

(b) 2,298,645 shares of Common Stock beneficially owned by the Reporting Person were acquired on May 18, 2001 pursuant to a Securities Purchase Agreement dated May 8, 2001 among The Goldman Sachs Group Inc., Stone Street Fund 2000, L.P., Bridge Street Special Opportunities Fund 2000, L.P., JOHO Fund Ltd., JOHO Partners L.P., Aurora Investments II L.L.C. and the Reporting Person, pursuant to which such holders agreed to sell to the Reporting Person shares of the Common Stock owned by each holder. These shares were purchased at a price of US\$1.68 per share, or an aggregate of US\$3,861,723.60.

(c) 1,347,991 shares of Common Stock beneficially owned by the Reporting Person were acquired on May 21, 2001 pursuant to a Securities Purchase Agreement dated May 7, 2001 between Internet Creations Limited ("Internet Creations") and the Reporting Person, pursuant to which Internet Creations agreed to sell to the Reporting Person all of the Common Stock owned by Internet Creations. These shares were purchased at a price of US\$1.73 per share, or an aggregate of US\$2,332,024.43.

The Reporting Person funded each acquisition of the shares described in paragraphs (a), (b) and (c) above from working capital.

Item 4. Purpose of Transaction

The Reporting Person acquired the Common Stock 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 also seek to foster and develop future business and strategic relationships with the Company if the Reporting Person later determines that it is in its interest to do so. In the event of such a determination, the Reporting Person may seek representation on the Company's board of directors.

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 of 6,720,386 shares of Common Stock of the Company, representing 18.86% 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: 6,720,386

(ii) Shared Power to Vote or Direct the Vote of Shares: 23,427,804

(c) Recent Transactions:

Other than the transactions 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 Common Stock 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.

Except for the contracts described in Item 3 to this Statement and the Sohu.com Inc. Second Amended and Restated Stockholders' Voting Agreement described in this Item 6, neither the Reporting Person nor, to the best of the Reporting Person's knowledge, any of the persons identified on Schedule A, has any contract, arrangement, understanding or relationship (legal or otherwise) with any person with respect to the Common Stock.

Item 7. Material to Be Filed as Exhibits

Exhibit 1: Securities Purchase Agreement, dated April 11, 2001 (incorporated by reference to Exhibit 1 to the Schedule 13D filed by the Reporting Person on April 21, 2001).

Exhibit 2: Sohu.com Inc. Second Amended and Restated Stockholders' Voting Agreement, dated October 18, 1999 (incorporated by reference to Exhibit 2 to the Schedule 13D filed by the Reporting Person on April 21, 2001).

Exhibit 3: Securities Purchase Agreement, dated May 8, 2001, among The Goldman Sachs Group Inc., Stone Street Fund 2000, L.P., Bridge Street Special Opportunities Fund 2000, L.P., JOHO Fund Ltd., JOHO Partners L.P., Aurora Investments II L.L.C. and Hong Kong Jade Bird Science and Technology

Limited.

Exhibit 4: Securities Purchase Agreement, dated May 7, 2001, between Internet Creations Limited and Hong Kong Jade Bird Science and Technology Limited.

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: May 21, 2001

HONG KONG JADE BIRD SCIENCE
AND TECHNOLOGY LIMITED

/s/ Xu Zhendong
Name: Xu Zhendong
Title: Chief Executive Officer and Director

Schedule A

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 Zhi 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 Zhi 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 Bu, 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 100871, 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

Exhibit	Description
1	Securities Purchase Agreement, dated April 11, 2001 (incorporated by reference to Exhibit 1 to the Schedule 13D filed by the Reporting Person on April 21, 2001).
2	Sohu.com Inc. Second Amended and Restated Stockholders' Voting Agreement, dated October 18, 1999 (incorporated by reference to Exhibit 2 to the Schedule 13D filed by the Reporting Person on April 21, 2001).
3	Securities Purchase Agreement, dated May 8, 2001.
4	Securities Purchase Agreement, dated May 7, 2001.

SECURITIES PURCHASE AGREEMENT

SECURITIES PURCHASE AGREEMENT, dated as of May 8, 2001, between HONG KONG JADE BIRD SCIENCE AND TECHNOLOGY LIMITED, a company incorporated under the laws of Hong Kong (the "Purchaser") and each of the sellers listed on Exhibit A attached hereto (each a "Seller" and, collectively, the "Sellers").

1. Sale of Stock. Subject to the terms and conditions contained herein, on the Settlement Date (as defined below), each Seller hereby agrees to sell and deliver to the Purchaser and the Purchaser hereby agrees to purchase from each Seller the number of shares of Common Stock (the "Common Shares") of Sohu.com, Inc., a Delaware corporation (the "Company"), set forth opposite such Seller's name on Exhibit A hereto, at a price equal to US\$1.68 per share of the Company's Common Shares (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 at the offices of Morrison & Foerster, 21st Floor, Entertainment Building, 30 Queen's Road Central, Hong Kong, at 10:00 a.m. on May 18, 2001, or on such other date, time or place as the Purchaser and the Sellers may mutually agree (the "Settlement Date"). On the Settlement Date, each Seller shall cause to be delivered to the Purchaser a certificate or certificates for the number of Common Shares set forth opposite such Seller's name on Exhibit A hereto or shall deliver appropriate instructions for book entry transfer, against delivery by the Purchaser to such Seller of the Purchase Price for such Common Shares. 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.
 - A. The obligation of the Purchaser to purchase and pay for the Common Shares is subject to satisfaction of the condition that all representations and covenants of each Seller contained in Section 4 hereof shall be true, correct and satisfied 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.
 - B. The obligation of each of the Sellers to sell and deliver its Common Shares is subject to the satisfaction of each of the following conditions: (i) all representations and covenants of the Purchaser contained in Section 5 hereof shall be true, correct and satisfied 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; (ii) the Purchaser shall have delivered to the Sellers an executed Accredited Investor Certificate in form and substance substantially as attached hereto as Exhibit B; (iii) the Purchaser shall have delivered to the Sellers the full aggregate Purchase Price for the Sellers' Common Shares on the Settlement Date, in accordance with Section 2 of this Agreement, as consideration for the Common Shares acquired hereunder; and (iv) the Purchaser shall have complied with its confidentiality obligations under Section 9 of this Agreement.
4. Representations and Covenants of Seller. Each of the Sellers represents, warrants and agrees, severally and not jointly, that:
 - a) The Seller beneficially owns the Common Shares as set forth opposite such Seller's name on Exhibit A hereto, free and clear of all liens, claims, charges and other encumbrances. There are no restrictions on the Seller's right to transfer such Common Shares pursuant to this Agreement, except as may be restricted by laws of general application, including without limitation the Securities Act of 1933, as amended (the "Act").
 - b) The Seller has full right, power and authority to enter into this Agreement and to transfer such Common Shares in accordance with the terms of this Agreement and this Agreement constitutes a legal, valid and binding obligation of the Seller.
 - c) The 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.
 - d) The Seller is not an "affiliate" of the Company as such term is defined in Regulation 230.501(b) under the Act.
5. Representations and Covenants of Purchaser. The Purchaser represents, warrants and agrees that:
 - a) The Purchaser is acquiring the Common Shares to be acquired by it hereunder for its own account and not with a view to the

resale or distribution thereof, 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) The Purchaser is an "accredited investor" as such term is defined in Regulation 230.501(a) under the Act.
 - c) The 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) The Purchaser is a company duly organized, validly existing and in good standing under the laws of Hong Kong, where it was incorporated. The Purchaser has full right, power and authority to enter into this Agreement, and to purchase the Common Shares from the Seller on the terms described herein, and this Agreement constitutes a legal, valid and binding obligation of the Purchaser.
 - e) The Purchaser'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.
 - f) The 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. To the Purchaser's full satisfaction, the Purchaser 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. Except as provided in this Agreement, no additional representations or warranties have been made to the Purchaser by the Seller.
 - g) 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 and covenants 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 and 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. The Purchaser has determined that the Common Shares are a suitable investment for the Purchaser and that the Purchaser is able at this time, and in the foreseeable future, to bear the full economic risk thereof.
6. Law Governing. This Agreement shall be governed by and construed 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. Investor Rights Agreement. Subject to the completion of the Settlement, each of the Sellers transfers its rights to the Purchaser pursuant to Section 4(1)(b) of the Sohu.com, Inc. Third Amended and Restated Investor Rights Agreement dated February 1, 2000, as amended (the "Investor Rights Agreement") to the extent permitted and subject to all the terms and conditions contained in the Investor Rights Agreement. The Purchaser acknowledges that it will be subject to the terms and conditions contained therein.
9. Publicity and Confidentiality. Based upon the advice of counsel, each of the parties agrees that, under existing circumstances, it will not and does not need to make any disclosure to any third party or to the public of this Agreement, its terms or the transactions contemplated hereby prior to the Settlement Date. Each of the parties agrees that it will not, directly or indirectly, in any manner whatsoever, disclose to any person, corporation, partnership or other entity any information regarding this Agreement, its terms and the transactions contemplated hereby, until the parties mutually agree upon the language and timing of a press release or until such time as one such party determines, based upon the advice of counsel, that a public announcement is required by law, in which case the parties hereto shall in good faith attempt to agree on any public announcements or publicity statements with respect thereto.
10. 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.

11. Fees and Expenses. Each of the Purchaser and the Seller agrees to pay its own expenses and disbursements incident to the performance of its obligations hereunder.
12. 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

THE PURCHASER:

HONG KONG JADE BIRD SCIENCE AND TECHNOLOGY LIMITED

By: _____
Name:
Title:

THE SELLERS:

THE GOLDMAN SACHS GROUP INC.

By: _____
Name:
Title:

STONE STREET FUND 2000, L.P.
by Stone Street 2000, L.L.C., its General Partner

By: _____
Name:
Title:

BRIDGE STREET SPECIAL OPPORTUNITIES FUND 2000, L.P.
by Bridge Street Special Opportunities 2000, L.L.C., its General Partner

By: _____
Name:
Title:

JOHO FUND LTD.

By: _____
Name:
Title:

JOHO PARTNERS L.P.

By:

Name:
Title:

AURORA INVESTMENTS II L.L.C.

By:

Name:
Title:

[SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

EXHIBIT A

LIST OF SELLERS

Name of Seller	Number of Common Shares	Purchase Consideration (US\$)
The Goldman Sachs Group Inc.	1,201,568	\$2,018,634.24
Stone Street Fund 2000, L.P.	89,782	\$150,833.76
Bridge Street Special Opportunities Fund 2000, L.P.	89,782	\$150,833.76
Joho Fund Ltd.	455,929	\$765,960.72
Joho Partners L.P.	113,982	\$191,489.76
Aurora Investments II L.L.C.	347,602	\$583,971.36
TOTAL	2,298,645	\$3,861,723.60

EXHIBIT B

Form of Accredited Investor Certificate

ACCREDITED INVESTOR CERTIFICATE

The undersigned Investor hereby certifies that he is an Accredited Investor as that term is defined in Regulation D adopted pursuant to the Securities Act of 1933 (the "Act"). The specific category(s) of Accredited Investor applicable to the undersigned is checked below.

- _____ a. an individual whose individual net worth, or joint net worth with that individual's spouse, exceeds \$1,000,000 (including the value of homes, home furnishings and personal automobiles);
- _____ b. an individual who had an individual income in excess of \$200,000 in 1999 and 2000 or joint income with that person's spouse in excess of \$300,000 in each of those years and who reasonably expects to reach the same income level in 2001. For purposes of this offering, individual income shall equal adjusted gross income, as reported in the investor's federal income tax return, less any income attributable to a spouse or to property owned by the spouse, and as may be further adjusted in accordance with the rules, regulations, and releases of the Commission;
- _____ c. a bank as defined in Section 3(a)(2) of the Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; an insurance company as defined in Section 2(13) of the Act; an investment company registered under the Investment Company Act of 1940 (the "1940 Act") or a business development company as defined in Section 2(a)(48) of the 1940 Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; or an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 ("ERISA"), if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- _____ d. a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
- _____ e. an organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of \$5,000,000;
- _____ f. an individual who is a director or executive officer of the Company; or
- _____ g. an entity in which all of the equity owners are accredited investors as set forth above.

IN WITNESS WHEREOF, the undersigned has executed this Accredited Investor Certificate this ___ day of May, 2001.

HONG KONG JADE BIRD SCIENCE AND
TECHNOLOGY LIMITED

By: _____
Name: _____
Title: _____

SECURITIES PURCHASE AGREEMENT

SECURITIES PURCHASE AGREEMENT, dated as of May 7, 2001, between INTERNET CREATIONS LIMITED, a company incorporated under the laws of the British Virgin Islands (the "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), the Seller hereby agrees to sell and deliver to the Purchaser and the Purchaser hereby agrees to purchase from the Seller 1,347,991 shares of Common Stock (the "Common Shares") of Sohu.com, Inc., a Delaware Corporation (the "Company"), at a price equal to US\$1.73 per share of the Company's Common Shares (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 at 10:00 a.m. on the tenth Business Day following execution of this Agreement by both the Purchaser and the Seller. Settlement shall take place at the offices of the Seller in Hong Kong on such date, or on such other date, time or place as the Purchaser and the Seller may mutually agree (the "Settlement Date"). On the Settlement Date, the Seller shall cause to be delivered to the Purchaser a certificate or certificates evidencing the Common Shares and a duly executed instrument of transfer, against delivery by the Purchaser to the 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. As used in this Agreement, the term "Business Day" means a day (other than a Saturday or Sunday) on which banks are generally open for business in the Hong Kong Special Administrative Region of the People's Republic of China.
3. Conditions of Settlement.
 - A. The obligation of the Purchaser to purchase and pay for the Common Shares is subject to the satisfaction of each of the following conditions: (i) all representations and covenants of the Seller contained in Section 4 hereof 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 (ii) the Seller shall have delivered to the Purchaser the representation letter attached hereto as Exhibit A.
 - B. The obligation of the Seller to sell and deliver the Common Shares is subject to the satisfaction of each of the following conditions: (i) all representations and covenants of the Purchaser contained in Section 5 hereof 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 (ii) the Purchaser shall have delivered to the Seller the representation letter attached hereto as Exhibit B.
4. Representations and Covenants of Seller. The Seller represents, warrants and agrees that:
 - a) The 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")) to transfer the Common Shares, free and clear of all liens, claims, charges and other encumbrances.
 - b) The Seller has full corporate 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 the Seller.
 - c) The 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.
 - d) The Seller is not an "affiliate" of the Company, as such term is defined in Regulation 230.501(b) under the Act.
5. Representations and Covenants of Purchaser. The Purchaser represents, warrants and agrees that:
 - a) The Purchaser is acquiring the Common Shares to be acquired by it hereunder for its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof, 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) The Purchaser is an "accredited investor" as such term is defined in Regulation 230.501(a) under the Act.
 - c) The 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: "The Securities represented by this Certificate have not been registered under the Securities Act of 1933 and may not be sold or otherwise transferred without an opinion of counsel satisfactory to Sohu.com Inc. that such transfer may be made without such registration."
 - d) The Purchaser has full corporate right, power and authority to enter into this Agreement, and to purchase the Common Shares from the Seller on the terms described herein, and this Agreement constitutes a legal, valid and binding obligation of Purchaser.
 - e) The Purchaser'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.
 - f) The 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, is experienced in evaluating and investing in private placement transactions of securities in companies similar to the Company, and that it has the capacity and financial experience to evaluate the same and to protect its own interest. The 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.
 - g) 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 and covenants 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.
 - h) The Purchaser is not a U.S. Person within the meaning of Regulation S of the Act.
6. Law Governing. This Agreement shall be governed by and construed 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. Investor Rights Agreement. The Seller is transferring its rights to the Purchaser pursuant to Section 4.1 of the Sohu.com, Inc. Third Amended and Restated Investor Rights Agreement dated February 1, 2000, among the Company and the investors named therein (the "Investor Rights Agreement") subject to all the terms and conditions contained in the Investor Rights Agreement, as amended. The Purchaser acknowledges that it has received and reviewed the Investor Rights Agreement and will be subject to the terms and conditions contained therein.
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. Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.
10. Fees and Expenses. Each of the Purchaser and the 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 of 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.

12. Confidentiality. The Purchaser and the Seller hereby agree to keep this Agreement and the transaction contemplated herein confidential until the earlier of (a) the consummation of the transaction on the Settlement Date or (b) the public filing by the Purchaser of Schedule 13D in connection with the transaction contemplated herein with the Securities and Exchange Commission. Notwithstanding the foregoing, upon discovery by the Seller that all or any part of the transaction contemplated herein is required to be disclosed pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "Listing Rules"), the Seller shall immediately notify the Purchaser of such requirement and, after consultation with the Purchaser, take such actions as may be necessary for continued compliance with the Listing Rules.

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

SELLER: INTERNET CREATIONS LIMITED

By: _____
Name:
Title:

PURCHASER: HONG KONG JADE BIRD SCIENCE AND TECHNOLOGY LIMITED

By: _____
Name:
Title:

[SECURITIES PURCHASE AGREEMENT BETWEEN INTERNET CREATIONS LIMITED AND HONG KONG JADE BIRD SCIENCE AND TECHNOLOGY LIMITED]

EXHIBIT A

FORM OF SELLER'S REPRESENTATION LETTER

May 7, 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 1,347,991 shares of Common Stock (the "Common Shares") of Sohu.com, Inc., a Delaware Corporation (the "Company"), at a price of US\$1.73 per share of the Company's Common Stock (the "Purchase Price"), the undersigned, being a duly authorized officer Internet Creations Limited, a company incorporated under the laws of the British Virgin Islands (the "Seller"), hereby represents to you that:

1. Seller acquired 259,229 shares of Series D Convertible Preferred Stock from the Company on February 2, 2000 pursuant to a Series D Preferred Stock Purchase Agreement, dated January 29, 2000, between the Company and the persons and entities set forth on Exhibit A thereto (the "Tranche I Purchase Agreement"); and 259,229 shares of Series D Convertible Preferred Stock on February 2, 2000 pursuant to a Series D Preferred Stock Purchase Agreement (Tranche II), dated February 2, 2000, between the Company and Seller (such shares, together with the shares purchased pursuant to the Tranche I Purchase Agreement, the "Preferred Shares"). The Preferred Shares were acquired in a private placement transaction and were exempt from the registration requirements of Section 5 of the Securities Act of 1933 by virtue of Section 4(2) thereof and Rule 506 thereunder based on opinions of U.S. counsel to the Company issued to the Seller dated February 1, 2000 and February 2, 2000.
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 1,347,991 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,

INTERNET CREATIONS LIMITED

By: _____

Title: _____

EXHIBIT B

FORM OF PURCHASER'S REPRESENTATION LETTER

May 7, 2001

INTERNET CREATIONS LIMITED

In connection with the purchase by the undersigned of 1,347,991 shares of Common Stock (the "Common Shares") of Sohu.com, Inc., a Delaware Corporation (the "Company"), at a price of US\$1.73 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: _____