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*File Copy
New Engagement*

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January 12, 2005

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The Honorable David T. Lee
Representative
Taipei Economic and Cultural Representative
Office in the United States
4201 Wisconsin Avenue, N.W.
Washington, DC 20016

Re: Terms of Engagement

Dear Mr. Ambassador:

We at Alston & Bird (the "Firm"), are pleased that the Taipei Economic and Cultural Representative Office in the United States ("TECRO") has chosen to continue its relationship with us. The purpose of this letter is to confirm the terms of our overall engagement.

This engagement will be effective February 1, 2005, and will continue in effect until December 31, 2005, unless otherwise agreed by Alston & Bird and TECRO. During our engagement, you agree to pay the Firm a monthly retainer of \$25,000. Throughout the period of this engagement, we will issue monthly statements for our services rendered in the previous month, payment due upon receipt. In addition to fees, these statements will include, where appropriate, charges for related expenses and services, such as photocopying, computerized research, long distance telephone, telecopy, word processing, filing fees, etc. to the extent required by a particular assignment. Such expenses will not exceed \$2,000 per month.

In the event TECRO requests and I agree to undertake any travel, including a trip to Taiwan for any purpose related to this retainer, TECRO agrees to pay round-trip First Class air travel for me and two others, plus hotel and related expenses.

During the period of the retainer, the Firm will provide TECRO a monthly report of all activities undertaken on your behalf. I will actively participate in and supervise our day-to-day work under this agreement. All work will be coordinated from my office. Our team will include members of my immediate staff, and, on an as-needed basis, other lawyers in the Firm and their assistants who have particular expertise in the issues under consideration. In addition, I will meet with you on a regular basis - hopefully monthly, depending on our respective schedules. My representatives will meet regularly with TECRO representatives and coordinate with them by

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telephone as frequently as necessary. The management and supervision of the engagement shall be under my direct control and supervision, and no activity relating to TECRO shall be generated without my or my representatives' explicit direction and approval.

The following activities are among those we are prepared to continue on TECRO's behalf.

- Facilitate monthly or bi-monthly meetings with members of President Bush's Cabinet and other senior Administration officials.
- Assist in scheduling meetings with both Republicans and Democratic members of U.S. Senate and U.S. House of Representatives, including those in Leadership positions. Our goal will be to schedule two House and two Senate meetings monthly, except during periods of Congressional recesses when Members are out of town for extended periods of time.
- Work with you in promoting Taiwan's accession to or participation in the World Health Organization, International Civil Aviation Organization, and other international organizations and meetings, as deemed of interest to TECRO.
- Assist in drafting and finding appropriate opportunities for op-eds, press releases, speeches and other statements.
- Provide strategic advice and planning on special projects, especially those of a legislative nature.
- Through close coordination with your staff, we are also prepared to undertake other special assignments on your behalf, provided that they are mutually agreed to by both parties.

We are also prepared to provide additional legal services, beyond the scope of the abovementioned retainer, at your request. If you request such services, we will provide, on an as-needed basis, other lawyers in the Firm and their assistants who have particular expertise in the issues under consideration. You would be billed for these services, separately from and in addition to the \$25,000 monthly retainer, based on the hourly rates of the relevant lawyers.

As you can appreciate, the attorney-client privilege is an important subject that we raise with our clients at the outset of any new representation. As a matter of professional responsibility, we are required to preserve the confidences of our clients, and this professional obligation and the legal privilege accorded attorney-client communication exist to encourage candid and complete communication between client and attorney. The attorney-client privilege, however, can be lost if our written or oral communications are shared inappropriately with others, including, under certain circumstances, other employees or representatives of TECRO. We should always, therefore, discuss in advance any intention on the part of TECRO to include others in our confidential relationship.

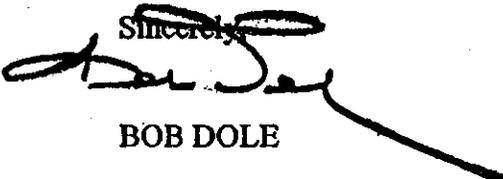
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Moreover, as in any professional relationship where mutual trust and confidence are essential, it is appropriate for either TECRO or Alston & Bird to be able to terminate our engagement at any time, by reasonable written notice. If our engagement is terminated, we understand that TECRO will take whatever steps are necessary to evidence that we are free from any obligation to perform further, and to pay us for unpaid fees, charges for related expenses, and services incurred to the date of termination. For clients who are not regular, general clients of the firm, but who hire us as special counsel for a limited engagement, an additional condition of our acceptance of this engagement is an agreement that our acceptance of this limited engagement shall not preclude our firm from representing other clients in the future who may have adverse interests with respect to matters unrelated to this limited engagement. We consider our representation of TECRO to fall into this category.

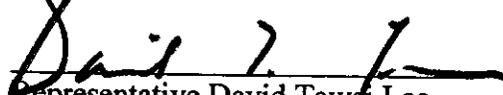
Notwithstanding the above, however, by entering into this agreement, the Firm also agrees not to represent the government of the People's Republic of China (PRC), that is, the state itself, or any subdivision or agencies or instrumentality thereof, as those terms are defined in 28 U.S.C. 1603(a) and (b). The Firm retains the ability to represent private commercial companies where the PRC ownership interests, direct or indirect, are one half or less. Depending on the nature of the Firm's activities, we may have to file specific disclosure statements with the U.S. Government covering these activities.

We would appreciate your acknowledging, on behalf of TECRO, that this letter correctly reflects the terms of our engagement by signing, dating, and returning to me the enclosed copy of this letter. There is space for your acknowledgement below my signature.

Again, we are delighted that Alston & Bird will be representing TECRO for the purposes described herein, and we thank you for choosing us. We look forward with enthusiasm and appreciation to working with you. If you have any questions, please feel free to contact me at 202-654-4848 or Marshall Harris at 202-654-4857.

Sincerely,

BOB DOLE

I AGREE WITH THE FOREGOING TERMS
AND CONDITIONS:


Representative David Tawei Lee

Jan 12, '05
DATE: