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PATTON BOGGS LLP
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July 10, 2010

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CONFIDENTIAL

Mr. Zhang Ping
Minister-Counselor (Congressional Affairs)
Embassy of the People's Republic of China
to the United States
3505 International Place, N.W.
Washington, D.C. 20008

NSD/CES/REGISTRATION
UNIT
2010 AUG -4 AM 9:40

Dear Minister-Counselor Zhang:

Thank you for retaining Patton Boggs LLP for representation of the Embassy of the People's Republic of China (Embassy) in Washington, D.C. We look forward to continuing to work with you in a manner that fosters a mutually gratifying long-term relationship.

To ensure that the Embassy and we have a common understanding of the terms of our representation and to comply with the rules of professional conduct for the jurisdictions in which we practice, I have enclosed a statement describing the standard terms of engagement for legal services to be provided by Patton Boggs LLP. The terms of engagement cover such matters as our procedure for handling potential conflicts of interest, fees, costs and expenses, billing arrangements and terms of payment. Please review the document carefully to ensure that it comports with your understanding. This letter supplements and modifies the enclosed terms of engagement.

The Patton Boggs team will continue to be led by Thomas Hale Boggs, Jr., with principal support from Robert Kapla. They, along with Ambassador Timothy Chorba and me, will be primarily responsible for the work done on behalf of the Embassy and will supervise the lawyers and other professionals who may work on this project. I anticipate that associates, staff attorneys, legal assistants, specialists and/or in-house consultants will assist in the matter.

Fees for our work shall be in the form of a fixed monthly retainer of US \$35,000 inclusive of expenses and payable quarterly in advance. Should the Embassy require international travel, it will be billed separately and will be in addition to the aforementioned retainer. The engagement shall be for one year, beginning July 11, 2010 and lasting through July 10, 2011. Should the Embassy decide to terminate this engagement earlier than July 10, 2011 and inform Patton Boggs of this position with 30 days written notice, the Embassy will be absolved of the responsibility for

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the fees for the remainder of the specified time period. Thereafter, we will measure our progress and decide how we go forward together. We request that upon signing this engagement letter, you remit the first quarter's retainer of US \$105,000.

If you agree with these terms and conditions, including those set forth in the standard terms of engagement, I would appreciate your acknowledging acceptance of both documents by signing and returning the enclosed copy of this letter. If you have any questions about these terms or would like to discuss them, please call me as soon as possible so as not to impede our continuing work on your behalf.

These terms and conditions will apply to any future work we undertake for the Embassy unless we agree to a new letter reflecting different terms and conditions.

We look forward to working with the Embassy to achieve successful results.

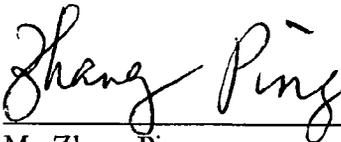
Very truly yours,



Mark D. Cowan
for PATTON BOGGS LLP

AGREED TO AND ACCEPTED:

EMBASSY OF THE PEOPLE'S REPUBLIC OF CHINA
TO THE UNITED STATES

By: 
Mr. Zhang Ping
Minister-Counselor (Congressional Affairs)

Enclosure

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