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CAPITOL COUNSEL LLC
2ND FLOOR
700 13TH STREET, NW
WASHINGTON, DC 20005

(202) 861-3200

December 15, 2014

Mr. Alan Wong
Executive Director
China-United States Exchange Foundation
15/F, Shun Ho Tower
24-30 Ice House Street
Central, Hong Kong

Dear Mr. Wong,

We are pleased to submit this agreement between Capitol Counsel LLC ("Capitol Counsel") and the China-United States Exchange Foundation ("CUSEF") for government affairs representation. Effective December 1, 2014, CUSEF will engage Capitol Counsel to assist in representation before Congress. Such representation will include:

- Policy and political intelligence gathering and analysis on China issues
- Substantive advice on China-related legislation
- Arranging meetings and programs on Capitol Hill
- Dissemination within Congress of materials generated or sponsored by CUSEF
- Organization of and participation in CUSEF's former Members of Congress activities
- Coalition building with the U.S. Association of Former Members of Congress
- Advocacy, as directed

At Capitol Counsel, Martin B. Gold will manage this engagement. He will involve other Capitol Counsel professionals as may in his judgment be appropriate, with your approval. He will proceed at your direction and in coordination with other CUSEF consultants based in the United States.

In consideration for such services, CUSEF will pay Capitol Counsel a monthly retainer of $10,000, payable within thirty days of invoice. Reasonable and itemized expenses for local transportation, messenger services, research materials, meals, and out-of-town travel approved in advance will be billed separately on the monthly invoice. Any individual out-of-pocket expenses exceeding one thousand dollars ($1,000) shall be incurred only with CUSEF's prior written approval. These expenses include but not limited to event coordination, advertising, catering and the like. Capitol Counsel does not bill separately for faxes, telephones, and secretarial costs.

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This agreement shall continue until December 31, 2015, and may be continued thereafter indefinitely on a month-to-month basis, subject to cancellation on thirty days written notice. Capitol Counsel agrees all confidential information furnished by the League or otherwise developed in connection with this representation may be used by Capitol Counsel only for the purpose of representation under this agreement. Capitol Counsel stipulates it will not disclose such information to any third party without securing express prior consent of CUSEF.

If these terms meet with your approval, please sign and date below, return one copy to our offices and retain the other copy for your files.

Sincerely,

Martin B. Gold
Partner
Capitol Counsel, LLC

Agreed and accepted:

Mr. Alan Wong
Executive Director
China-United States Exchange Foundation

16 DEC 2014

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