

ATTORNEY ENGAGEMENT LETTER

1. **IDENTIFICATION OF PARTIES.** This agreement, is made between Robert Hunter Biden, Esq, ("Attorney") and Mr. Patrick Ho, The Deputy Chairman and Secretary General of China Energy Fund Committee, ("Client").
2. **LEGAL SERVICES TO BE PROVIDED.** The legal services to be provided by Attorney to Client are as follows: Counsel to matters related to US law and advice pertaining to the hiring and legal analysis of any US Law Firm or Lawyer.
3. **RESPONSIBILITIES OF ATTORNEY AND CLIENT.** Attorney will perform the legal services called for under this agreement, keep Client informed of progress and developments, And respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Attorney; keep Attorney reasonably informed of developments and of Client's address, telephone numbers and whereabouts; and timely make any payments required by this agreement.
4. **COMPENSATION.** Client will pay Attorney for the legal services provided under this agreement as follows:

Retainer. In consideration for the services to be performed by Attorney, Client agrees to pay Attorney the sum of \$1,000,000.00 as a retainer at the time of execution of this agreement. This sum is a deposit against which all fees, charges and costs incurred by the Attorney for work related to and described in this agreement will be deducted. If at the conclusion of this agreement, the total amount of Attorney fees and costs is less than that of the retainer sum, the remaining amount will be reimbursed to the client. If the total amount of Attorney fees and costs exceeds the retainer sum before the conclusion of this agreement, the retainer sum will be topped up by the client upon receipt of a notice from the Attorney. The amount of the topped up sum will be proposed by the Attorney and subject to agreement by the client.

Attorney will charge for all activities undertaken in providing legal services to Client under this agreement, including, but not limited to, the following: conferences, court sessions, and depositions preparation and participation; correspondence and legal documents review and preparation; legal research; and telephone conversations. When two or more of Attorney's personnel are engaged in working on the matter at the same time, such as in conferences between them, the time of each will be charged at his or her hourly rate.

Payment is expected to be paid out of the retainer sum for all services and expenses upon receipt of any invoice.

If, while this agreement is in effect, Attorney increases the hourly rates being charged to Client generally for attorney's fees, that increase may be applied to fees incurred under this agreement, but only with respect to services provided 30 days or more after written notice of the increase is mailed to Client. If Client chooses not to consent to the increased rates, Client may terminate Attorney's services under this agreement by written notice effective when received by Attorney, provided Client executes and return a substitution-of-attorney form immediately on its receipt from Attorney if Attorney is Client's attorney of record in any proceeding.

Client acknowledges that Attorney has made no promises about the total amount of attorney's fees to be incurred by Client under this agreement.

5. **COSTS.** Client will be responsible for all "costs" in connection with Attorney's representation of Client under this agreement. Costs will be advanced by Attorney and then billed to Client unless the costs can be met out of Client deposits that are applicable toward costs. Payments will be settled from the retainer sum. Costs include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, long-distance telephone charges, messenger service fees, photocopying expenses, and process server fees.
6. **GENERAL PROVISIONS.** This agreement sets forth the entire understanding of the parties. Any amendments must be in writing and signed by both parties. This agreement shall be construed under the laws of the State of Delaware. If any provision of this agreement is held to be invalid, illegal or unenforceable, the remaining portions of this agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this agreement.
7. **EFFECTIVE DATE OF AGREEMENT.** This agreement becomes effective as of the date it is executed by the parties to do so. This Attorney Engagement Letter is executed and agreed to by:

R Hunter Biden



R Hunter Biden

rhb@rspdc.com

September 18, 2017

For and on behalf of
Signature
CEFC LIMITED
中華能源基金委員會有限公司

.....
Authorized Signature(s)

September 22, 2017