

HILL+KNOWLTON
STRATEGIES

March 1, 2013

Gregory P. Stone
Munger, Tolles & Olson LLP
355 South Grand Avenue
Los Angeles, CA 90071

Dear Mr. Stone:

This will serve as the Agreement pursuant to which Hill and Knowlton Strategies, LLC DBA Hill+Knowlton Strategies will serve as professional communications counsel to Munger, Tolles & Olson LLP ("Client").

1. Services

Hill+Knowlton Strategies shall provide consulting services in accordance with the terms and conditions of this Agreement ("Services"). Such Services shall be performed pursuant to statement(s) of work, mutually agreed and executed by the parties, which will set forth the detailed description of the work, schedules, deliverables and compensation for each project authorized under this Agreement ("SOW"). Each SOW shall be issued in accordance with this Agreement, and shall incorporate this Agreement by reference. The first and second SOWs are attached to this Agreement as Exhibit A and Exhibit B.

The parties agree that in the event Client wishes to expand the scope of the Services to be performed by Hill+Knowlton Strategies pursuant to, or request that Hill+Knowlton Strategies perform Services not covered under, a previously executed SOW, the parties will meet to revise the SOW prior to Hill+Knowlton Strategies' commencement of the expanded/new Services, which may be done via email, and such expanded Services will not begin prior to execution of such revised SOW.

2. Charges

- a) Charges for Hill+Knowlton Strategies' Services will be set forth in the applicable SOW.
- b) In addition to the monthly fees, Client will pay Hill+Knowlton Strategies the net cost of all materials, services and rights obtained by Hill+Knowlton Strategies from third-party suppliers on Client's behalf, such as production, printing, costs of wire services, and media buys. In obtaining such materials, services and rights, Hill+Knowlton Strategies will act as agent for Client with Client as the disclosed principal. Therefore, you agree that Hill+Knowlton Strategies will only be liable for the cost of the materials, services and rights purchased to the extent Hill+Knowlton Strategies has been paid by Client. For amounts not paid, Client will be solely liable to the third party vendor and any terms in Client's invoices, documents or rate cards to the contrary, and any other modifications Client makes to this Agreement to the contrary are of no force or effect. Furthermore, with respect to production and media expenses, Hill+Knowlton Strategies will

Privileged and Confidential

1

HILL+KNOWLTON
STRATEGIES

always be in receipt of payment from Client in time to meet vendor payment due dates.

- c) Hill+Knowlton Strategies charges a fixed amount equal to two (2) percent of staff time charges to cover the net cost of all routine out-of-pocket disbursements such as postage, courier, in-house photocopying, and ordinary communications (telephone, facsimile, and e-mail). Travel and accommodation expenses will be billed at our net cost.
- d) Hill+Knowlton Strategies may be called upon to assist Client in responding to a crisis or extraordinary situation requiring an unusual expenditure of time and/or effort by Hill+Knowlton Strategies personnel. If such a situation arises, a new SOW will be prepared and Hill+Knowlton Strategies, in conjunction with the Client, will take into consideration such extraordinary factors in determining the rates or fee to be charged. It is acknowledged that such circumstances may require Hill+Knowlton Strategies to commence Services before Hill+Knowlton Strategies and Client shall have completed a new SOW. Accordingly, Client's written instruction to Hill+Knowlton Strategies to commence such Services, which may be via email, will constitute Client's commitment to pay Hill+Knowlton Strategies' standard crisis rates therefor subject to equitable adjustment upon execution of a definitive SOW with respect to such Services.
- e) Hill+Knowlton Strategies may be called upon to respond to or assist Client in connection with litigation commenced or threatened against Client by third parties (for example, in complying with a document subpoena). Hill+Knowlton Strategies will be entitled to staff time charges and reimbursement of out-of-pocket expenses for Services rendered to Client, or time spent by Hill+Knowlton Strategies in connection with such matters.

3. Payment Terms

- a) Hill+Knowlton Strategies will provide Client with a monthly invoice. Unless otherwise set forth in the SOW, invoices for monthly recurring fees are due and payable in advance on the first day of each month; invoices for hourly based charges are due and payable within ten (10) days upon receipt of the invoice; and invoices for expenses and one-time project fees are due and payable within thirty (30) days upon receipt of the invoice. In anticipation of extraordinary expenses or time to be incurred on your behalf, we shall have the right to require the up-front payment of certain charges.
- b) In the event payments due Hill+Knowlton Strategies are not made in accordance with the terms stated in Clause (a) above, Hill+Knowlton Strategies will be entitled to charge Client a late penalty of 1½ percent per month on any overdue and unpaid balance. Client agrees to reimburse Hill+Knowlton Strategies for all expenses (including reasonable attorney's fees and disbursements) incurred in the collection of any overdue and unpaid invoices.
- c) Hill+Knowlton Strategies reserves the right to suspend or terminate all service to Client without liability resulting directly or indirectly from such suspension or termination, in the event that any undisputed invoice or any undisputed portion of any disputed invoice for consulting fees, staff time charges, third-party

Privileged and Confidential

2

HILL+KNOWLTON
STRATEGIES

expenditures, travel/accommodation, or out-of-pocket charges or costs remain unpaid forty-five (45) days from the date of invoice.

- d) Without limiting the foregoing, we reserve the right in the case of any delinquency of Client's payments or any impairment of Client's creditworthiness, to change the requirements as to terms of payment under this Agreement.
- e) Hill+Knowlton Strategies reviews each invoice for accuracy and value before we send it to you. However, it is important that you also promptly review our invoices and approve them for payment. If you cannot approve any portions of our invoices, you agree to contact us promptly to discuss the problem. If you do not inform us of your disapproval of our billings or the overall amount of our ongoing charges, we will continue to provide Services in reliance on your implied approval of our billings.
- f) Notwithstanding anything to the contrary herein, in the case of a dispute over an invoice or portion thereof, all payment obligations shall continue to apply to all undisputed portions of such disputed invoice.

4. Records

Hill+Knowlton Strategies will maintain accurate record of third-party expenditures incurred on behalf of Client and if requested, copies of supplier invoices and other back-up materials in support of Hill+Knowlton Strategies' third-party expenditures of \$500 or more will be included with Hill+Knowlton Strategies' monthly invoice.

5. Confidentiality

- a) Hill+Knowlton Strategies acknowledges its responsibility, both during and after the term of its engagement hereunder, to preserve the confidentiality of any proprietary or confidential information or data developed by Hill+Knowlton Strategies on behalf of Client in the course of its Services hereunder, or disclosed by Client or Tokyo Electric Power Company, Inc. ("TEPCO") to Hill+Knowlton Strategies. Hill+Knowlton Strategies' obligation under the foregoing sentence shall not extend to:
 - Information that is in the public domain at the time of disclosure to Hill+Knowlton Strategies or which enters the public domain through no fault of Hill+Knowlton Strategies;
 - Information that is in the possession of Hill+Knowlton Strategies or its employees at the time of disclosure to Hill+Knowlton Strategies;
 - Information that Hill+Knowlton Strategies, or its employees, receives from a third party under no obligation of confidentiality to Client; and
 - Information that is required to be disclosed pursuant to any court order or directive having the force of law.
- b) Similarly, Client acknowledges its responsibility, both during and after the term of its engagement hereunder, to exercise reasonable care to preserve the confidentiality of any proprietary or confidential information or data of Hill+Knowlton Strategies' that is disclosed by, or on behalf of, Hill+Knowlton

HILL+KNOWLTON
STRATEGIES

Strategies to Client in the course of Hill+Knowlton Strategies' Services hereunder. Client's obligation under the foregoing paragraphs shall not extend to:

- Information that is in the public domain at the time of disclosure to Client or which enters the public domain through no fault of Client;
 - Information that is in the possession of Client or its employees at the time of disclosure to Client;
 - Information that Client, or its employees, receives from a third party under no obligation of confidentiality to Hill+Knowlton Strategies; and
 - Information that is required to be disclosed pursuant to any court order or directive having the force of law.
- c) Notwithstanding a) and b) above, each party's obligation to maintain the confidentiality of any such information that it maintains in its possession or control shall cease on the fifth anniversary of the termination of this Agreement.
- d) If a party becomes legally compelled (whether by subpoena or similar process or by rule, regulation or other applicable law) to disclose any confidential information of the other party, such party shall promptly notify the other party in writing of such requirement before any disclosure is made so that the other party may seek a protective order or other appropriate remedy or may waive compliance with the terms of this Agreement. The other party will be responsible for defending the assertion of privilege and the costs thereof will be borne by the other party. If such protective order or other remedy is not obtained, or if the other party waives compliance with the provisions hereof, the party agrees that only that portion of the information that it is legally required to disclose (as advised by its counsel) will be disclosed.

6. Warranties; Limitation of Liability

- a) Client agrees to exercise due diligence in its directions to Hill+Knowlton Strategies regarding the preparation of materials. It is acknowledged that Hill+Knowlton Strategies cannot undertake to verify facts supplied to it by Client, or factual matters included in material prepared by Hill+Knowlton Strategies and approved by Client. Client is responsible for ensuring Client's compliance with all applicable laws.
- b) The Services and all materials (including, without limitation, information, advertising, content, and online communication vehicles such as websites) provided by Hill+Knowlton Strategies to Client hereunder are provided "As -is" without warranty of any kind and Hill+Knowlton Strategies hereby disclaims all warranties, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, reliability, freedom from error, freedom from interrupted use, and any implied warranties arising from course of dealing, usage of trade, or course of performance. Hill+Knowlton Strategies shall not be liable under any circumstance to Client for any special, consequential, punitive, incidental, lost profit or other indirect damages, even if advised of the possibility of the same. Hill+Knowlton Strategies' total aggregate liability for any claim of any kind arising

HILL+KNOWLTON
STRATEGIES

as a result of or related to this Agreement, whether based in contract, warranty, or any other legal or equitable grounds (other than a claim for breach of Hill+Knowlton Strategies obligations under Section 5 of this Agreement), shall be limited to the aggregate amounts received by Hill+Knowlton Strategies from Client under or in connection with all SOWs related to the lawsuit, *Cooper, et al. v. Tokyo Electric Power Company, Inc.*, United States District Court, Southern District of California, Case No. 12-cv-3032 JLS WMc, and all of its related lawsuits; provided, however, that this limitation shall not apply to the extent said liability is directly attributable (to the extent finally judicially determined) to Hill+Knowlton Strategies' willful misconduct or gross negligence.

- c) The parties agree that the foregoing limitations represent a reasonable allocation of risk under this Agreement. The obligations under this section shall survive the cancellation, termination, or expiration of this Agreement.

7. Ownership Of Materials

- a) All tangible work product produced by Hill+Knowlton Strategies specifically on behalf of Client during the term of this Agreement (collectively, "Materials"), shall, as between Hill+Knowlton Strategies and Client, be deemed Client's property exclusively (subject, however, to any licensed third-party rights retained therein), provided that Client pays for such Materials. Otherwise, such Materials are, as between Hill+Knowlton Strategies and Client, Hill+Knowlton Strategies' property exclusively.
- b) All such Materials belonging to Client pursuant to clause (a) above that are eligible for copyright protection in the United States or elsewhere, shall be deemed works made for hire. If any such Materials are deemed for any reason not to be a work made for hire, Hill+Knowlton Strategies, without further consideration, hereby assigns all such rights, title and interest in the copyright of Materials to Client, and Hill+Knowlton Strategies agrees, at the request and expense of Client, to execute and deliver such documents and instruments as shall be reasonably necessary to evidence Client's ownership and copyright interest therein.
- c) The foregoing clause (a) shall not apply to the extent that Materials or works created or prepared by Hill+Knowlton Strategies on behalf of Client consists of material that (i) was owned by, or licensed to, Hill+Knowlton Strategies, prior to the execution of this Agreement; (ii) is separate from the performance of Services hereunder; (iii) is an enhancement or modification made during performance of Services, including, but not limited to, Hill+Knowlton Strategies' generic and business information, tools, methodologies, code, proprietary information/services, media lists, and third party relationships held by Hill+Knowlton Strategies; and/or (iv) is computer software or elements thereof that may have been developed by Hill+Knowlton Strategies in connection with its Services hereunder, which shall remain Hill+Knowlton Strategies' property.

8. Term: Termination

- (a) Hill+Knowlton Strategies' appointment under this Agreement shall be effective as of February 18, 2013 (the "Effective Date") through December 31, 2013 at which

HILL+KNOWLTON
STRATEGIES

time it will automatically renew thereafter on a month-to-month basis until terminated as provided herein. Hill+Knowlton Strategies may terminate Hill+Knowlton Strategies' engagement at any time upon at least sixty (60) days advance written notice to Client, which notice may be sent via email. Client may terminate Hill+Knowlton Strategies' engagement at any time upon at least thirty (30) days advance written notice to Hill+Knowlton Strategies, which notice may be sent via email. Notwithstanding the foregoing, this Agreement will automatically terminate without notice in the event that there is no SOW in effect (or Client has not otherwise engaged our services) for a continuous period of six (6) months. If either party terminates this Agreement, in accordance with this paragraph: a) Client shall not be obligated to pay any prorated installments of a monthly consulting fee following the effective date of such termination; and b) Hill+Knowlton Strategies shall be entitled to receive payment for expenses incurred prior to the effective date of such termination and for the reasonable and actual costs of settling and terminating any subcontracts or other third party contracts.

- (b) The rights, duties and responsibilities of Hill+Knowlton Strategies and Client shall continue through the sixty-day or thirty-day notice period, as the case may be, including Hill+Knowlton Strategies' right to receive our fee compensation (or pro-rata portion thereof for any partial calendar month in the case of a monthly fee) occurring during said period.
- (c) Upon termination of this Agreement, provided that there is no outstanding indebtedness then owing by Client to Hill+Knowlton Strategies, Hill+Knowlton Strategies shall transfer, assign and make available to Client or TEPCO all property and materials in its possession or control belonging to Client or TEPCO. Client will assume Hill+Knowlton Strategies' liability under all outstanding contracts and authorized commitments made on Client's behalf in accordance with this Agreement, except those liabilities which have been incurred due to Hill+Knowlton Strategies' gross negligence or willful misconduct (including without limitation any breach by Hill+Knowlton of any obligation under such contracts or commitments).

9. Non-Solicitation of Employees

During the term of this Agreement and for a period of one year after its termination, both parties agree that it shall not for its purposes or for the purposes of any third party, directly or indirectly through a separate legal entity, hire or solicit for hire, whether by employment or as an independent contractor, any person who is in the employment of the other company (for Hill+Knowlton Strategies, "the other company" means Client and TEPCO; hereinafter the same shall apply in this paragraph) or has been in the employment of the other company since the effective date of this Agreement. This non-solicitation obligation may be waived with the prior written consent of an authorized officer of the other company, which for Hill+Knowlton Strategies shall be its Executive Vice President, U.S.

HILL+KNOWLTON
STRATEGIES

10. Governing Law

This Agreement will be governed and construed in accordance with the laws of the District of Columbia for contracts made and to be performed entirely in the District of Columbia, without regard to any applicable choice of law rules.

11. Arbitration

Any dispute arising out of this Agreement or the matters contemplated herein will be determined by arbitration in Washington, DC before a single arbitrator in accordance with the rules then obtaining of the American Arbitration Association. The arbitration award shall be final and binding upon the parties, and judgment may be entered therein in any court of competent jurisdiction.

12. Failure of Suppliers/Force Majeure

Hill+Knowlton Strategies shall endeavor to guard against any loss to Client as the result of the failure of subcontractors, vendors or suppliers to properly execute their commitments, but Hill+Knowlton Strategies shall not be held responsible for any failure on the part of any subcontractors, vendors or suppliers. In addition, neither party shall be deemed in default of this Agreement to the extent that performance of its obligations (other than Client's payment obligations) or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, acts of war or terrorism, shortage of materials or supplies, failure of transportation or communications or of suppliers of goods or services, or any other cause beyond the reasonable control of such party.

13. Change of Plans

Client reserves the right, in Client's best interest, to modify, reject, cancel or stop any and all plans, schedules, or work in process, and in such event Hill+Knowlton Strategies shall immediately take reasonable proper steps to carry out Client's instructions. In turn, Client agrees that it shall: (i) assume liability for all authorized commitments; and (ii) pay Hill+Knowlton Strategies, in accordance with the provisions of this Agreement, any and all proper charges earned and incurred by Hill+Knowlton Strategies in connection with such work up to the time of its discontinuance, cancellation, or modification. Notwithstanding the foregoing, any modification of work to be performed or adjustment of compensation requested must be agreed-upon by Hill+Knowlton Strategies.

HILL+KNOWLTON
STRATEGIES

14. Delivery

Hill+Knowlton Strategies shall use reasonable efforts to ensure that delivery of the Materials occurs no later than any specified delivery dates set forth in Exhibit A or other SOW signed by both parties, but Hill+Knowlton Strategies shall not be liable in any manner for delays that are not the direct result of Hill+Knowlton Strategies' gross negligence. Without limiting the foregoing, Hill+Knowlton Strategies shall not be liable for any delays in delivery or installation which shall be caused by Client's actions or inactions hereunder; and all delivery and installation dates shall be extended by delays caused by Client, including Client's requests for changes in the scope of Services to be provided hereunder.

15. Publicity

Hill+Knowlton Strategies may list Client as a representative client in Hill+Knowlton Strategies' client lists, advertising, publicity, and marketing materials upon obtaining prior written approval of Client. Further, Hill+Knowlton Strategies may introduce Client as a reference and provide Client's contact information to prospective clients upon obtaining prior written approval of Client.

16. Third Party Beneficiary

Hill+Knowlton Strategies hereby acknowledges that TEPCO shall be a third party beneficiary of Hill+Knowlton Strategies' obligations under this Agreement, and shall be entitled to enforce Client's rights with respect to such obligations, including claims for damages to TEPCO by reason of any breach of such obligations.

17. Miscellaneous

Hill+Knowlton Strategies shall take every reasonable precaution to safeguard any and all of Client's or TEPCO's property entrusted to Hill+Knowlton Strategies' custody or control, but in the absence of negligence on Hill+Knowlton Strategies' part, or willful disregard by Hill+Knowlton Strategies of Client's or TEPCO's property rights, Hill+Knowlton Strategies is not to be held responsible for any loss, damage, destruction or unauthorized use by others of any such property. Client acknowledges that Hill+Knowlton Strategies may from time to time use consultants and/or subcontractors in the performance of Hill+Knowlton Strategies' Services hereunder upon obtaining prior written approval of Client. This Agreement constitutes the entire understanding between Hill+Knowlton Strategies and Client and supersedes any and all prior Agreements, whether oral or written, relating to the subject matter. This Agreement may not be assigned by either party without the express written consent of the other. It may be modified or amended only by a written document signed by each of the parties, which may be via email. If a court of competent jurisdiction declares any provision of this Agreement to be invalid, unlawful or unenforceable as drafted, the Parties intend that such provision be amended and construed in a manner designed to effectuate the purposes of the provision to the fullest extent permitted by law. If such provision cannot be so amended and construed, it shall be severed, and the remaining provisions shall remain unimpaired and in full force and effect to the fullest extent permitted by law. The provisions of paragraphs 2(e), 5, 6, 7, 9, 10, 11, 15, 16 and 17 will survive the expiration or earlier termination of this Agreement. This Agreement may be executed by each party

HILL+KNOWLTON
STRATEGICS

and delivered to the other party by facsimile or through electronic mail in portable document format (.pdf), and each such signature will be deemed an original.

If you are in agreement with the above, will you kindly sign this letter in the space below and return one copy to me for our records.

Privileged and Confidential

9

HILL+KNOWLTON
STRATEGIES

Once again, we thank you for selecting Hill+Knowlton Strategies, and we look forward to working with you.

Sincerely,

HILL AND KNOWLTON STRATEGIES, LLC


Daphne Bethel
Executive Vice President, US


5/23/13
Date


Ron Hutcherson
Senior Vice President

May 29, 2013
Date

Agreed: Munger, Tolles & Olson LLP

By:


Name: JAY FUJITANI
Title: PARTNER

May 15, 2013
Date

HILL+KNOWLTON
STRATEGIES

Exhibit A

SOW #1

This Statement of Work ("SOW") is entered into and made a part of the Agreement between Hill and Knowlton Strategies, LLC DBA Hill+Knowlton Strategies ("Hill+Knowlton Strategies") and Munger, Tolles and Olson, LLP ("Client") effective as of February 18, 2013 (the "Agreement"), to apply to the project described below. Solely to the extent that the terms of this SOW conflict with any of the terms of the Agreement, and this SOW explicitly states that it intends to modify the conflicting terms, this SOW supersedes the Agreement. Otherwise, this SOW is governed by and subject to all terms of the Agreement.

1. Description of Project Services/Deliverables:

Media Intelligence and Monitoring

In response to Client's request, H+K Strategies will provide a scaled-down version of our usual media monitoring product to provide a daily search and delivery of directly relevant articles, without any accompanying analysis or summaries.

We will rely on a full-service software platform to capture and archive comprehensive media coverage for TEPCO about this case. Our standard media monitoring includes a review of news published in English in print publications; online news websites and related blogs; and television news programs. Should monitoring in Japanese language media be needed, we will propose solutions to meet those needs with H+K staff in the U.S. or Tokyo.

Monday to Friday, our editors will search for relevant media in print and online outlets, and then distribute an email report including each day's media coverage. Our Media Intelligence™ team extracts and prioritizes pertinent news, organizing the information into an efficient, easy-to-read framework that is sent to a distribution list including clients, law firms and H+K team for review and rapid response as necessary. We will send a notification even if our search fails to find any relevant articles.

2. Start Date: February 18, 2013

3. Expected Completion Date: December 31, 2013

4. Fees/Payment Terms: Three Thousand Dollars (\$3,000 USD) per month.

Our proposed fee structure for basic media monitoring includes staff hours and monitoring service costs, and provides these activities and deliverables:

- Daily search and review of relevant media
- Daily email report Monday-Friday

5. Modifications to Terms of Agreement/Other Terms Specific to this Project: None

Privileged and Confidential

11

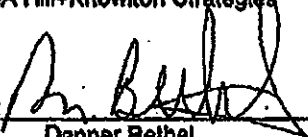
HILL+KNOWLTON
STRATEGIES

IN WITNESS WHEREOF, the parties have executed this Statement of Work as of the day and year written below to be deemed effective as of the Start Date set forth above.

Munger, Tolles & Olson LLP

Hill and Knowlton Strategies, LLC
DBA Hill+Knowlton Strategies

By: 
Name: John F. Kistner
Title: PARTNER

By: 
Name: Danner Bethel
Title: Executive Vice President, US

Date: May 15, 2013

Date: 5/23/2017

By: 
Name: Ron Hutcheson
Title: Senior Vice President

Date: Aug 29, 2013

HILL+KNOWLTON
STRATEGIES

Exhibit B

SOW #2

This Statement of Work ("SOW") is entered into and made a part of the Agreement between Hill and Knowlton Strategies, LLC DBA Hill+Knowlton Strategies ("Hill+Knowlton Strategies") and Munger, Tolles and Olson, LLP ("Client") effective as of March 1, 2013 (the "Agreement"), to apply to the project described below. Solely to the extent that the terms of this SOW conflict with any of the terms of the Agreement, and this SOW explicitly states that it intends to modify the conflicting terms, this SOW supersedes the Agreement. Otherwise, this SOW is governed by and subject to all terms of the Agreement.

1. Description of Project Services/Deliverables:

From the outset of our engagement, we have recommended a conservative communications strategy that seeks to avoid additional media coverage. Although our position has not changed, it has become increasingly clear the Cooper litigation has the potential to generate a media firestorm that would be extremely harmful to TEPCO's reputation. We believe it is in TEPCO's interest to prepare materials that would help dampen media interest and mitigate any reputational damage to TEPCO.

In order to prepare TEPCO for potential scenarios, including a significant increase in media interest and public attention related to Cooper litigation, H+K Strategies will provide strategic counsel and guidance and deliver against the following near- and long-term needs upon consultation with and pursuant to the instruction of Client:

- Document development, including Q&A, talking points, background documents and fact sheets on key topics
- Media response strategy and media mapping to determine interested reporters and future strategy, upkeep of media contact list
- Stakeholder mapping, contact lists for potential use
- Third party research, contact lists for potential use and relationship development as needed
- Spokesperson training as needed
- Media response or proactive support as needed (local California, national U.S. and local or national Tokyo)
- Create and maintain document to track plaintiff's commentary in traditional and social media

Close coordination between the communications team, the legal team and the company is absolutely essential for an effective defense strategy. The communications strategy should be fully aligned with the legal strategy to ensure that nothing is said or done that could harm the company's legal case. We envision materials described above as living documents that would need to be revised or refreshed regularly based on additional information or events.

H+K Strategies has experience with a wide range of litigation, and we have worked with some of the top law firms in the United States. We understand the legal system and our role in this unique area of corporate communications. Our core team will stay current on all events and be available when needed to engage in and complete activities described above. Upon prior

HILL+KNOWLTON
STRATEGIES

approval from Client, we may involve other junior staff on an as needed basis to support certain research projects described above.

For occasions when real-time media monitoring is needed and goes beyond basic monitoring provided in SOW #1, Hill+Knowlton Strategies will utilize junior staff at the rates listed below. All staff will follow H+K's non-disclosure agreement and confidentiality policies. Projects and activities not described here would potentially require additional budget and would be agreed upon in advance with Client and H+K Strategies.

- 2. Start Date: March 1st, 2013
- 3. Expected Completion Date: December 31, 2013
- 4. Fees/Payment Terms: H+K Strategies hourly rates (noted below) will be billed to carry out the work described in this document.


Title	Hourly Rate
Intern	\$50 USD
Assistant Account Executive	\$120 USD
Account Executive	\$150 USD
Vice President	\$280 USD
Senior Vice President	\$375 USD
Senior Director, HK Japan	\$430 USD
Senior Vice President and Practice Leader	\$450 USD
President and CEO, HK Japan	\$550 USD

5. Modifications to Terms of Agreement/Other Terms Specific to this Project: None

IN WITNESS WHEREOF, the parties have executed this Statement of Work as of the day and year written below to be deemed effective as of the Start Date set forth above.

Munger, Tolles & Olson LLP

Hill and Knowlton Strategies, LLC
DBA Hill+Knowlton Strategies

By: 
 Name: JAY FUJITANI
 Title: PARTNER

By: 
 Name: Danner Bethel
 Title: Executive Vice President, US

Date: May 15, 2013

Date: 5/22/2013

By: 
 Name: Ron Hutcheson
 Title: Senior Vice President

Date: May 29, 2013