Received by NSD/FARA Registration Unit 10/25/2024 10:52:28 AM

OMB No. 1124-0004; Expires October 31, 2026

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Arnold & Porter Kaye Scholer LLP	1750

3. Name of Foreign Principal

Government of the Federated States of Micronesia

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 10/18/2024

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

According to the terms and conditions outlined in the attached contract, the Registrant will continue to provide legal and advisory services to the Foreign Principal for an additional 6-month period at the fixed monthly fee of $72,500.

Received by NSD/FARA Registration Unit 10/25/2024 10:52:28 AM

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Registrant provides legal and advisory services to the Foreign Principal, including rendering advice to the Foreign Principal regarding legal and administrative issues arising from the Compact of Free Association between the Federated States of Micronesia and the United States, including economic and financial matters, grants administration, program services, immigration, and security and defense. The Registrant renders advice to the Foreign Principal concerning representation before and relationships with the legislative and executive branches of the U.S. federal government, including congressional committees and executive agencies with responsibility for the matters listed above and other matters that relate to the Foreign Principal. Further, the Registrant provides advice regarding the development and enhancement of the Foreign Principal's relationships with the U.S. Congress and Executive Branch,and provides advice and assistance to the Foreign Principal in dealing with other governments, international organizations and nonprofit organizations.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

In the course of rendering the services disclosed in the response to the previous question, the Registrant may engage in political activities, including but not limited to, organizing and attending meetings with U.S. Government officials.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

Received by NSD/FARA Registration Unit 10/25/2024 10:52:28 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:28 AM

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

Received by NSD/FARA Registration Unit 10/25/2024 10:52:28 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:28 AM

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name		Signature
10/25/2024	Dorothy Ames Jeffress	Sign	/s/Dorothy Ames Jeffress
		Sign	
		Sign	
		Sign	

Received by NSD/FARA Registration Unit 10/25/2024 10:52:28 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:28 AM

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
10/25/2024	Dorothy Ames Jeffress	

Received by NSD/FARA Registration Unit 10/25/2024 10:52:28 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Arnold & Porter

Samuel M. Witten
Samuel.Witten@aporter.com
+1 202.942.6115 Direct
+1 202.942.5999 Fax

RECEIVED
2024
FSM Department of Justice

October 18, 2024

The Honorable Jackson T. Soram
FSM Ambassador to the United States
Embassy of the Federated States of Micronesia (FSM)
1725 N St, NW
Washington D.C. 20036
(202) 223-4383

Re: Representation of the Federated States of Micronesia - Contract Extension

Dear Ambassador Soram:

We are very pleased that the Government of the Federated States of Micronesia (the "FSM") has decided to continue to engage Arnold & Porter Kaye Scholer LLP, a Delaware limited liability partnership (the "Firm"), to provide legal and advisory services to the Government. The Firm's initial contracts with the FSM were for two years starting on October 18, 2016; three years starting on October 18, 2018; one year starting on October 18, 2021; one year starting on October 18, 2022; and one year starting on October 18, 2023. With the exception of the matters discussed below, this letter when signed by both parties will constitute an extension of the terms of the attached prior engagement letters.

The most recent engagement letter between the FSM and the Firm extended the Firm's work for one year beginning on October 18, 2023, until October 17, 2024. The FSM and the Firm agree to update the terms of the Firm's engagement so that it extends for an initial additional six-month extension from October 18, 2024, until April 17, 2025 (the "Extension Period"). The FSM agrees to pay the rate of $72,500 as a fixed monthly fee for professional services during the Extension Period, for a total of $435,000 in professional fees for the Extension Period. The professional fees agreed to in this letter may be adjusted at any time by joint agreement between the FSM and the Firm, including in connection with any future extensions of our engagement after the Extension Period. As provided in our prior engagement letters, the FSM will reimburse the Firm for its actual expenses for travel and other expenses under this agreement.

The Extension Period in this agreement may be extended for an additional six months until October 17, 2025, upon mutual written agreement and subject to funding being available for the FSM.

SCANNED

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Arnold&Porter

It is the Firm's understanding that the FSM Embassy to the United States will be managing this agreement on behalf of the FSM during the Extension Period.

* * *

We are deeply honored to be able to continue to assist the FSM at this important period in its history.

Sincerely,

Samuel M. Witten

Samuel M. Witten

Attachments:

- A&P Anticipated Work during FY 2025 FSM Contract
- Prior Engagement Letters

ACCEPTED AND AGREED TO:

The Honorable Jackson T. Soram
FSM Ambassador to the United States

10/20/24

(signature and date)

10/22/24

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Arnold & Porter

Additional signatures for the Federated States of Micronesia

Secretary of Finance and Administration
(signature and date)

10/23/24

Secretary of Justice
(signature and date)

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Arnold&Porter

A&P Anticipated Work during FY 2025 FSM Contract
October 18, 2024

Arnold & Porter currently has eleven professionals registered under the Foreign Agents Registration Act to assist the FSM – five lawyers and six lobbyists.

A&P's anticipated work in FY 2025 is summarized in this document. Most of this work is related to the FSM's transition into the new Compact period and working to ensure that the FSM realizes the benefits of the four new Compact agreements and the new and restored benefits included by the U.S. Congress in the Compact of Free Association Amendments Act of 2023. Goals include advancing FSM priorities such as the reinstatement of the Peace Corps in the FSM, VA benefits for FSM veterans, helping advance social welfare benefits for FSM migrants in the United States, and congressional funding of Head Start and other programs and services.

All tasks would be in support of the FSM Embassy and relevant FSM Government components and agencies, working with the Office of Compact Management. A&P's contract will be with the FSM's Embassy in Washington. The following are anticipated tasks and goals:

1. <u>Compact Agreements Implementation Issues</u>

    a. Work to advance implementation of Compact Impact Fairness Act (CIFA) programs, including coordination wherever needed with the various U.S. federal agencies (HHS, US DOE, VA, USDA, FEMA, SSA), and securing assistance from House and Senate Members and staff who championed CIFA during the legislative process. Assist in developing and implementing strategies for the FSM to address any delays in implementation.
    b. Assist with interpretation and implementation of other issues relating to the 2023 Compact, U.S. implementing legislation (including CIFA) and the three updated Subsidiary Agreements - (i) Fiscal Procedures Agreement, (ii) Compact Trust Fund Agreement, and (ii) Federal Programs and Services Agreement (the "Compact Subsidiary Agreements").
    c. Assist in advancing the FSM's interests in connection with the FSM Special Working Group's yearlong review of prior JEMCO decisions. Help develop FSM's advocacy with the United States in the coming year for

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

amendments or rescission of Decisions where appropriate. Prepare written advocacy for FSM and participate in meetings throughout the process.

d. Assist FSM officials and representatives in preparation for and during JEMCO and Compact Trust Fund Committee meetings under the Compact Subsidiary Agreements, or other bilateral meetings with the United States.
e. Assist the FSM when needed with interpretation and application of U.S. domestic statutes and regulatory authorities relevant to the FSM, including individual U.S. federal agencies responsible for assisting the FSM under the 2023 Federal Programs and Services Agreement (including FDIC, USPS, and FEMA/USAID).
f. Assist in the negotiation and implementation of the upcoming framework agreement that needs to be negotiated with VA for enhanced services to FSM veterans during FY 2025.
g. Assist the FSM Embassy in maintaining and expanding FSM's connections with U.S. agencies and Congress.

2. <u>Additional Support on Legislative Issues, including Capitol Hill work related to implementation of the COFA Amendments Act by U.S. federal agencies</u>

a. There will continue to be a significant amount of congressional engagement to advance FSM's priorities and to build upon the momentum generated on Capitol Hill following the passage of the COFA Amendments Act. The A&P lobbying team will continue to work closely with the key House and Senate oversight committees and Members that are helping the FSM advance implementation of the Compact Amendments Act and the Subsidiary Agreements. This work could include helping draft and staff FSM testimony or participation in Hill briefings. Details are in 2.b below.
b. The following are specific areas of ongoing legislative work that will continue throughout FY 2025:
    i. Peace Corps program restoration and funding for FSM.
    ii. Appropriations and federal funding - ongoing efforts to support policy and funding directives in the annual appropriations bills for implementation of COFA provisions, including funding for Head Start and VA health care provisions.

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

iii. Military Construction Project funding in FSM - advancing U.S. DOD's unfunded priority projects in FSM, which is expected to be a multi-year effort. Assist as needed in connection with appropriations relating to military construction in Yap.
iv. National Defense Authorization Act - supporting policy directives focusing on the FAS and the Indo-Pacific region.
v. Secure ongoing assistance on CIFA and other COFA Amendments Act implementation from House and Senate congressional committees, Members, and staff in both Houses of Congress.
vi. Support and encourage efforts involving potential Congressional Delegations (CODELS) and Staff Delegations (StaffDels) to the FSM and to the Pacific.
vii. Continue to cultivate new and expanded Capitol Hill relationships on behalf of FSM with key policymakers, committee staff, and members of Congress.
vi. Support the FSM Embassy regarding planning and assisting with FSM delegation visits in Washington DC, including setting up meetings with Members of Congress and committee/personal staff.
vii. Continue to provide A&P weekly summaries for the FM of U.S. legislative issues and press tracking/monitoring and provide updates on U.S. developments of interest to the FSM.
viii. Monitor U.S. House and Senate hearings relevant to the FSM and provide written summaries on relevant topics of interest.
ix. Where needed, assist on Capitol Hill by (i) drafting suggested amendments to U.S. legislation, and (ii) developing press quotes, talking points, and briefing materials.
x. Position FSM on Capitol Hill to be a trusted resource and to provide feedback on relevant legislation or matters involving the Pacific Island region.
xi. Prepare and assist with testimony drafting and witness preparation for congressional hearings or briefings by FSM officials.
xii. Where appropriate, assist the FSM in efforts that involve coordinating/collaborating with RMI and Palau, for example on shared legislative priorities.

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

3. Additional DC-Based Support to the FSM Embassy in Washington and other FSM components, if requested

    a. Assist on other potential legislative or regulatory changes in U.S. law/policy to advance FSM interests (such as A&P's work since 2016 helping restore Medicaid eligibility for FSM citizens, pass CIFA, and issues relating to the Real ID law).
    b. Continue to assist the FSMNG where needed in developing written messaging and other assistance for communications to Washington agencies on issues not addressed above.
    c. If requested by the FSM: Advise Embassy, FSM DFA, and the Office of the President if requested on non-Compact international initiatives, including in connection with questions/assistance relating to new or existing international agreements outside the Compact documents.
    d. If requested by the FSM: Assist on multilateral issues, including upon request reviewing or otherwise assisting with the FSM President's annual remarks in the UNGA.

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

C240143

Arnold & Porter

Samuel M. Witten
Samuel.Witten@aporter.com
+1 202.942.6115 Direct
+1 202.942.5999 Fax

July 18, 2023
(A&P Contract Extension Oct. 2023 through Oct. 2024)

Honorable Asterio R. Takesy
Chairman, Joint Committee on Compact Review and Planning
Government of the
Federated States of Micronesia
PO Box 2178
Kolonia, Pohnpei FM 96941

Re: Representation of the Federated States of Micronesia - Contract Extension

Dear Chairman Takesy:

We are very pleased that the Government of the Federated States of Micronesia (the "FSM") has decided to continue to engage Arnold & Porter Kaye Scholer LLP, a Delaware limited liability partnership (the "Firm"), to provide legal and advisory services to the Government. The Firm's initial contracts with the FSM were for two years starting on October 18, 2016; three years starting on October 18, 2018; one year starting on October 18, 2021; and one year starting on October 18, 2022. With the exception of the matters discussed below, this letter when signed by both parties will constitute an extension of the terms of the attached prior engagement letters.

The most recent engagement letter between the FSM and the Firm extends for one year beginning on October 18, 2022, and ending October 17, 2023. The FSM and the Firm agree to update the terms of the Firm's engagement so that it extends until October 17, 2024 (the "Extension Period"). The FSM agrees to continue to pay the present rate of $88,500 as a fixed monthly fee for professional services through February 17, 2024. From February 18, 2024 through the e nd of the Extension Period on October 17, 2024, the fixed monthly fee for professional services will reduce to $62,500. The monthly fees agreed to in this letter may be adjusted at any time by joint agreement between the FSM and the Firm, including in connection with future extensions of our engagement after the Extension Period.

The FSM and the Firm note that the Firm's workload for the FSM will continue to be busy throughout the Extension Period, including in the following areas: (a) Assisting the Joint Committee on Compact Review and Planning with the ratification, transition and implementation process for the 2023 Compact and related agreements, (b) addressing issues of interpretation of the agreed amendments of the Compact and its subsidiary agreements, (c) completing the negotiation of all aspects of the U.S.-FSM Federal Programs and Services Agreement, (d) providing support to the FSM Embassy in

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Arnold & Porter

Washington and to the JCRP on briefings, testimony, and negotiations with the United States on the approval and implementation of the Compact-related agreements, including outreach to relevant U.S. congressional committees and Members and staff of the U.S. House and U.S. Senate, preparation of testimony and follow-up, and working with the U.S. Administration and U.S. Congress on the passage and implementation of authorizing legislation, (e) assisting on issues relating to the Compact Trust Fund, (f) assisting in planning for the implementation of the 2023 Fiscal Procedures Agreement, (g) assisting in compiling key historical information on the negotiations, and (h) continuing our work with the FSM Embassy and officials of the FSM Government on issues of concern to the FSM and FSM citizens in the United States.

* * *

We are deeply honored to be able to continue to assist the FSM at this important period in its history.

Sincerely,

Samuel M. Witten

Attachments: Prior Engagement Letters

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Arnold&Porter

ACCEPTED AND AGREED TO:

Honorable Asterio R. Takesy
Chairman, Joint Committee on Compact Review and Planning
Government of the Federated States of Micronesia

7/18/23

Additional signatures for the Federated States of Micronesia

08/20/23

Secretary of Finance and Administration

Secretary of Justice

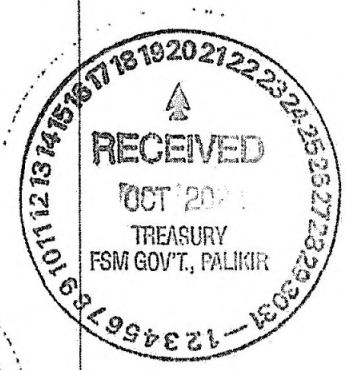
Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

C230141

Arnold & Porter

Samuel M. Witten
Samuel.Witten@aporter.com
+1 202.942.6115 Direct
+1 202.942.5999 Fax



October 5, 2022

Honorable Asterio R. Takesy
Chairman, Joint Committee on Compact Review and Planning
Government of the
Federated States of Micronesia
PO Box 2178
Kolonia, Pohnpei FM 96941



Re: Representation of the Federated States of Micronesia - Contract Extension

Dear Chairman Takesy:

We are very pleased that the Government of the Federated States of Micronesia (the "FSM") has decided to continue to engage Arnold & Porter Kaye Scholer LLP, a Delaware limited liability partnership (the "Firm"), to provide legal and advisory services to the Government. The Firm's three initial contracts with the FSM were for two years starting on October 18, 2016; three years starting on October 18, 2018; and one year starting on October 18, 2021. With the exception of the matters discussed below, this letter when signed by both parties will constitute an extension of the terms of the attached prior engagement letters.

Through this letter, the FSM and the Firm agree to extend our engagement for an additional 12-month period, beginning on October 18, 2022 (the "Extension Period"). The FSM and the Firm note that the Firm's workload for the FSM will be particularly busy during the Extension Period, and agrees to pay $88,500 as a fixed monthly fee for professional services during the period. The monthly fee agreed to in this letter may be adjusted at any time by joint agreement between the FSM and the Firm, including in connection with future extensions of our engagement after the Extension Period.

We are deeply honored to be able to continue to assist the FSM at this important period in its history.

Sincerely,

Samuel M. Witten

Samuel M. Witten

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Arnold Porter

Attachments: Prior Engagement Letters

ACCEPTED AND AGREED TO:

Honorable Asterio R. Takesy
Chairman, Joint Committee on Compact Review and Planning
Government of the Federated States of Micronesia

Additional signatures for the Federated States of Micronesia

Secretary of Finance and Administration

Secretary of Justice

Account No. [redacted]
Amount : $300,000.00

Certified for availablity of funds:

Print /Sign

Date: 10/20/22

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

C220062 v

Arnold & Porter

Samuel M. Witten
Samuel.Witten@aporter.com
+1 202.942.6115 Direct
+1 202.942.5999 Fax

October 6, 2021

Honorable Asterio R. Takesy
Chairman, Joint Committee on Compact Review and Planning
Government of the
Federated States of Micronesia
PO Box 2178
Kolonia, Pohnpei FM 96941

Re: Representation of the Federated States of Micronesia - Contract Extension

Dear Chairman Takesy:

We are very pleased that the Government of the Federated States of Micronesia (the "FSM") has decided to continue to engage Arnold & Porter Kaye Scholer LLP, a Delaware limited liability partnership (the "Firm"), to continue to provide legal and advisory services to the Government. The Firm's initial contracts were for two years starting on October 18, 2016 and then three years starting on October 18, 2018. With the exception of the matters discussed below, this letter when signed by both parties will constitute an extension of the terms of the attached prior engagement letters.

The FSM and the Firm agree to extend our engagement for an additional 12-month period, beginning on October 18, 2021 (the "Extension Period"). The FSM agrees to pay $62,500 as a fixed monthly fee for professional services during this Extension Period. This fee reflects the anticipated increase in the Firm's workload and its staffing of FSM matters in the upcoming talks with the United States, which will require more time from both our attorneys and our legislative staff than during the previous two contractual periods. In addition to the fixed monthly fee of $62,500, the FSM will set aside a total of $20,000 to be made available for expenses during this 12-month period, as provided in Section 3 of the 2016 Agreement. As with the 2016 and 2018 Engagement Letters, the monthly fee agreed to in this letter may be adjusted at any time by joint agreement between the FSM and the Firm, including in connection with any extensions of this agreement.

We appreciate the opportunity to work together and are honored to be able to assist the FSM at this important period in its history.

Sincerely,

Samuel M. Witten

Samuel M. Witten

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Arnold & Porter

Attachments: Prior Engagement Letters

ACCEPTED AND AGREED TO:

Honorable Asterio R. Takesy
Chairman, Joint Committee on Compact Review and Planning
Government of the Federated States of Micronesia

****

Additional signatures for the Federated States of Micronesia

Secretary of Finance and Administration

4/29/21

Secretary of Justice

[redacted] = $675,000.00
= $ 95,000.00
TOTAL $770,000.00

10/14/21

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

C190168

Arnold & Porter

Samuel M. Witten
Samuel.Witten@aporter.com
+1 202.942.6115 Direct
+1 202.942.5999 Fax

October 18, 2018

Honorable Asterio R. Takesy
Chairman, Joint Committee on Compact Review and Planning
Government of the
Federated States of Micronesia
PO Box 2178
Kolonia, Pohnpei FM 96941

Re: Representation of the Federated States of Micronesia

Dear Mr. Secretary:

We are very pleased that the Government of the Federated States of Micronesia (the "FSM") has engaged Arnold & Porter Kaye Scholer LLP, a Delaware limited liability partnership (the "Firm"), to provide legal and advisory services to the Government. The Firm's initial engagement with the Government has been for a two-year period beginning in October 18, 2016, under the terms of the attached Engagement Letter (the "2016 Engagement Letter").

I write to express the Firm's interest in extending the engagement for an additional three-year term beginning October 18, 2018. With the exception of the matters discussed below, this letter, when signed by both parties, will constitute our renewal of our October 2016 Engagement Letter for a three-year period under the same terms as those in that Engagement Letter.

- The FSM Government and the Firm agree to extend the 2016 engagement for an additional three-year period, beginning on October 18, 2018.

- As reflected in Section 1 of the 2016 Engagement Letter, the Firm's monthly fixed fee retainer of $35,000 under the 2016 Engagement Letter was subject to an agreed adjustment at the end of the initial two-year period. The FSM and the Firm have agreed to extend our engagement for an additional three-year period beginning on October 18, 2018. During the additional three-year period, the Firm's monthly fixed fee retainer will be $50,000. Factors justifying the adjustment include (i) the anticipated increase in the Firm's workload in support of the FSM's preparations for negotiations with the United States regarding 2023, (ii) the anticipated schedule of negotiations with the United States, (iii) the anticipated increase on contacts with Congressional Members and staff in support of the FSM interests on Capitol Hill, and (iv) the anticipated increase in research, meeting, and travel time associated with these efforts. As with the 2016 Engagement Letter, the monthly fee agreed to in this letter may be adjusted at any time by joint agreement, including in connection with any extensions of this agreement, and at a minimum will be reviewed by the parties in September 2020.

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Arnold Porter

- In addition to the monthly fixed fees, the Firm will bill the FSM for expenses outlined in Section 3 of the 2016 Engagement Letter, including travel costs. At this time, $200,000 is available for these expenses during the three-year period of this extension. The parties agree to consult in the future if it appears that the Firm's actual and necessary expenses in the discharge of its obligations under the engagement may need to exceed $200,000.

The 2016 Engagement Letter provides that "Requests to the Firm for work to be performed under this agreement for and on behalf of the FSM Government can only be submitted to the Firm by the Secretary of Foreign Affairs and the Secretary of the Department of Justice, or such person as they may specifically designate." This sentence shall be modified to read "Requests to the Firm for work to be performed under this agreement can only be submitted to the Firm by the Chairman of the Joint Committee on Compact Review and Planning (JCRP) and those offices and persons as the JCRP Chairman may specifically designate."

The 2016 Engagement Letter also provides that the Firm shall prepare and submit on a quarterly basis to the Secretary of Foreign Affairs and the Secretary of the Department of Justice a report of work performed under this agreement" This sentence shall be modified to read "The firm shall prepare and submit on a quarterly basis to the Chairman of the Joint Committee on Compact Review and Planning (JCRP), with copies to the Secretary of Foreign Affairs and the Secretary of the Department of Justice, a report of work performed under this agreement."

The 2016 Engagement Letter also provides in Section 4 that "the Firm shall provide copies of this statement (for Fees and Expenses) to both the Secretary of Foreign Affairs and the Secretary of the Department of Justice." This sentence shall be modified to read "The Firm shall provide a copy of this statement to the Chairman of the Joint Committee on Compact Review and Planning (JCRP), with a copy to the Secretary of Finance."

Once again, we appreciate the opportunity to work together.

Sincerely,

Samuel M. Witten

Samuel M. Witten

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Arnold & Porter

ACCEPTED AND AGREED TO:

Honorable Asterio R. Takesy
Chairman, Joint Committee on Compact Review and Planning
Government of the Federated States of Micronesia

* * * *

Additional signatures for the Federated States of Micronesia

[redacted] =$1,800,000.00 10/30/18
=$200,000.00 10/30/18

Secretary of Finance and Administration

Secretary of Justice

US:163529056v9

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

ARNOLD & PORTER LLP

Samuel M. Witten
Samuel.Witten@aporter.com
+1 202.942.6115
+1 202.942.5999 Fax
601 Massachusetts Ave., NW
Washington, DC 20001

October 9, 2016



BY EMAIL FOLLOWED BY HARD COPY

Hon. Lorin S. Robert
Secretary, Department of Foreign Affairs
Government of the
Federated States of Micronesia
PS123, Palikir
Pohnpei State, FM 96941

Re: Representation of the Federated States of Micronesia

Dear Mr. Secretary:

We are very pleased that the Government of the Federated States of Micronesia (the "Government") has engaged Arnold & Porter LLP, a limited liability partnership organized under the laws of the District of Columbia (the "Firm"), to provide legal and advisory services to the Government.

The Firm's scope of work under this agreement will include: (i) advising the Government on matters relating to the Compact of Free Association between the Federated States of Micronesia (the "FSM") with the United States and related U.S. laws, (ii) assisting the Government in its upcoming negotiations with the United States leading to an updated Compact relationship beginning in the year 2023, (iii) providing other general advice on U.S. law and other representation before the U.S. Congress and Executive Branch, (iv) developing and enhancing the FSM's relationships with the U.S. Congress and Executive Branch, and (v) providing advice and assistance to the FSM in dealing with other governments, international organizations, and non-profit organizations. The Firm's work in these areas at any given time will be decided through regular mutual consultations between the Government and the Firm.

Requests to the Firm for work to be performed under this agreement for and on behalf of the FSM Government can only be submitted to the Firm by the Secretary of Foreign Affairs and the Secretary of the Department of Justice, or such person as they may

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

specifically designate. The Firm shall prepare and submit on a quarterly basis to the Secretary of Foreign Affairs and the Secretary of the Department of Justice a report of work performed under this agreement.

The purpose of this letter is to set forth our mutual understanding as to the basis on which the Firm will represent the Government with respect to these matters and such additional matters as we may mutually agree. The Firm has developed a fixed fee arrangement for the Government in connection with the initial work the Firm agrees to perform on the Government's behalf.

1. Fee Calculation. The Firm will charge the Government a fixed fee retainer of $35,000 per month for this matter, beginning on the date that this agreement is signed by representatives of the Firm and the Government. This amount may be adjusted in the future, including in connection with any extensions of this agreement, if both parties agree.

The Firm and the Government understand that this fixed fee applies to the legal and advisory services described above and not to litigation or arbitration for or on behalf of the Government or similar matters beyond the scope of work described above. If such other matters arise and the Government and the Firm mutually agree that the Firm would represent the Government in connection with such other matters, the Government and the Firm will negotiate a separate billing arrangement for such matters.

2. Term of this Agreement. The term of this agreement shall be for an initial period of up to two years commencing on the date that this agreement is signed by representatives of the Firm and the Government. This agreement may be extended by mutual agreement of the Firm and the Government.

3. Reimbursement for Expenses. In performing this engagement (and separately from the fees discussed above in paragraph 1) the Firm may make disbursements and incur internal charges in connection with its work on the Government's behalf. These are likely to include disbursements or charges for such items as travel and transportation expenses (including subsistence expenses while on travel); express delivery and express postage charges; duplicating charges; expenses associated with overtime work; and any special computer, data processing, or similar expenses that are beyond the capacity of the Firm's existing system. The Firm will bill the Government at cost for charges paid to third parties, and charges for internal services will be billed at the Firm's usual and customary rates for such services. A schedule of our current charges for expenses is attached hereto.

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

4. Statements for Fees and Expenses. On a regular basis, generally every month, the Firm will send the Government a statement covering the Firm's fee charges and expenses, providing such reasonable detail as the Government may require. Each such statement shall include standard wiring instructions for the payment of such fee charges and expenses. The Firm shall provide copies of this statement to both the Secretary of Foreign Affairs and the Secretary of the Department of Justice.

All such statements are due and payable within thirty (30) days following the Government's receipt of them. We understand that internal accounts payable processing may occasionally cause delays in the payment of our statements, and I am sure that you understand that undue delays in the payment of our statements increase our costs in providing legal services to all of our clients. For this reason, and in order to avoid burdening clients who pay the Firm's statements promptly with the costs the Firm incurs when others are late, the Firm reserves the right to impose an additional charge of one percent (1%) per month from the statement date if statements are not paid in a timely manner. Furthermore, if the Firm's fees are not timely paid, the Firm reserves the right to terminate services and withdraw from any matter, proceeding or case then pending, so long as the Firm's withdrawal can be accomplished in accordance with applicable Rules of Professional Responsibility. Additionally, should it become necessary, the Government will be responsible for any costs and attorneys' fees incurred by this Firm in collecting any unpaid and outstanding balances owed.

Pursuant to Part 137 of the Rules of the Chief Administrator of the New York Courts, we advise all our clients that, if a dispute arises over the Firm's fees, and the Firm's representation has involved work by a New York attorney and a material amount of work in New York, the Government may have the right to arbitration of such dispute. (Although we do not now foresee this being the case in our assistance to the Government , this is a standard notification we make in our agreements.)

5. Waiver of Future Conflicts. Arnold & Porter LLP is a national and international law firm that represents a diverse array of individuals, companies and other entities. A summary of the Firm's current practice areas and the industries in which the Firm represent clients can be found on our web site at www.arnoldporter.com. Some of the Firm's current or future clients may have matters in conflict with the Government. Such matters could pose a variety of risks, direct or indirect, to your legal, financial or other interests. So that we are not unnecessarily conflicted from representing you or our other clients, we routinely ask clients for advance waivers of conflicts of interest in matters

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

distinct from the matters on which we represent them. Thus, by accepting this letter, you agree that we will not be disqualified by reason of our representation of you from representing any client with interests adverse to you in litigation, transactions or other matters that are not substantially related to the matters on which we have been retained by you.

The Government acknowledges that, with respect to information that the Firm acquires during the representation of the Firm's other clients, neither the Government nor any other person or entity will have any right or expectation of access to or use of such information. We will similarly hold your information and secrets in confidence.

The occasion might arise for the Firm to consult regarding our engagement for you with our own counsel—our General Counsel or other firm lawyers—or with our own outside counsel at our expense. To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between us and you as to such consultation. Accordingly, a condition of this engagement is that you consent to such consultation occurring, and waive any claim of conflict of interest based on such consultation. You also acknowledge that such communications are protected by our own attorney-client privilege from disclosure to you.

In addition, this letter confirms our understanding that, unless we reach an explicit understanding to the contrary, the Firm is being engaged by, and will represent, the Government and not any other entity or entities.

6. Promotional Materials. You agree that the Firm may identify the Government as a client in the Firm's promotional materials, including the Firm's web site, and may describe the general nature of the Firm's representation of the Government. The Firm will not disclose any specific nonpublic matters in any promotional materials without the Government's prior approval.

7. Conclusion of Our Representation. You are free to terminate the Firm's services at any time. In addition to the reasons described in Section 4, the Firm reserves the same right so long as the Firm's withdrawal can be accomplished in accordance with applicable law.

8. Retention of Records. The Firm adopts policies from time to time concerning the retention or destruction of records relating to engagements by clients. When the Firm completes a particular matter that the Government has assigned to us, upon

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

the Government's request, the Firm will return to the Government all records the Government has provided to the Firm, but the Firm may maintain archival copies of documents in the Firm's client working file as a part of normal recordkeeping of the Firm's work for its clients. Such material and our communications with you would be protected under the U.S. law of attorney-client privilege, as well as any applicable protections under Article 24 of the Vienna Convention on Diplomatic Relations of 1961. In referring to records, we include electronic and 'hard copy' records.

* * * *

If you have any questions about the matters described above, please let us know. This agreement contains important information about your rights, obligations and agreements with us, so we encourage you to consult independent counsel or any other advisor you wish about the information set forth above, including the conflict of interest waivers sought in this letter, the financial and other obligations that you are undertaking in this agreement, and the procedures for resolution of disputes.

Once again, we appreciate the opportunity to work together.

Sincerely,

Samuel M. Witten

Samuel M. Witten

ACCEPTED AND AGREED TO:

Hon. Lorin S. Robert
Secretary, Department of Foreign Affairs
Government of the Federated States of Micronesia

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

* * * *

Additional signatures for the Federated States of Micronesia

10/18/16
Secretary of Finance and Administration

10/9/16
Secretary of Justice

$420,000 Ry '17 Fee
$25,000 Reimbursable
$445,000

Attachment (Expenses Charged to Clients)

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Attachment

EXPENSES CHARGED TO CLIENTS
As of January 1, 2015

CHARGES PAID TO THIRD PARTIES

Disbursement Category	Standard Client Charge	Description
Transportation Allowance	cost	Taxi, Parking or Subway charge for employees who work in excess of 2 hours overtime
Meal Allowance	cost	Meal reimbursement (not to exceed $10 ($20 - NY) for staff) for meals incurred by employees who work in excess of 2 hours overtime
Other Computer Research	cost	Excludes Lexis and Westlaw; includes Dun & Bradstreet, Courthouse News Service, etc.
Telephone	n/c	No charge
Travel	cost	Costs of airfare, travel agency fees, meals, lodging, etc.
Local Transportation	cost	Costs of taxis, subways, etc.
Local Meals	cost	Costs of meals not incurred on travel status
Outside Duplicating	cost	Costs of duplicating jobs sent to outside vendors
Equipment & Furniture Rental	cost	Only charged when preauthorized by client
Postage	n/c	No charge
Air Delivery Services	cost	Includes Federal Express, DHL, etc.
Meetings & Functions	cost	Costs of meals and beverages provided at meetings
Local Counsel/Outside Counsel	cost	Cost of local/outside counsel fees and disbursements
Arbitrators	cost	Costs of arbitration fees
Consulting Fees	cost	Costs of consultants, outside experts, etc.
Depositions & Transcripts	cost	Costs of depositions, transcripts, etc.
Filing Fees	cost	Costs of court and agency, filing fees
Litigation Support	cost	Costs of case technology/e-discovery
Witness Fees	cost	Costs of witness fees

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM

Attachment

CHARGES FOR INTERNAL SERVICES

Category	Standard Client Charge
Lexis and Westlaw Computer Research	Clients benefit from the Firm's favorable flat fee arrangements with Lexis and Westlaw. The Firm obtains favorable rates for computerized research by paying Lexis and Westlaw a flat fee. The effective discount off the standard Lexis and Westlaw rates will, however, depend on usage. The Firm, generally on a quarterly basis, calculates the effective discount based on actual usage and applies that discount to charges for computer research until the next accounting period. Lexis is currently discounted by 40% and Westlaw is currently discounted by 85%.
Duplicating	$0.15 per copy $0.75 per copy – Color Note: Pricing for individual duplicating jobs in excess of 25,000 prints may be individually negotiated
Binding	No charge
Telecopy	No charge

Received by NSD/FARA Registration Unit 10/25/2024 10:52:22 AM