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VENABLE LLP

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David A. Mullon Jr.

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DAMullon@Venable.com

June 18, 2018

The Honorable Anderson Jibas
Mayor
Kili/Bikini/Ejit Local Government Council
Post Office Box 1096
Majuro, MH 96960

Re: Amended Letter of Engagement of Venable LLP

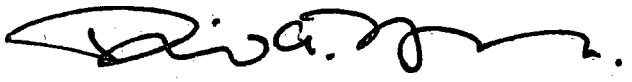
Dear Mayor Jibas:

The purpose of this letter is to amend our letter of engagement dated January 31, 2018, a copy of which is attached as "Exhibit A," to clarify the scope of the engagement of Venable LLP ("Venable") by the Kili/Bikini/Ejit Local Government Council ("Council") to provide government relations services.

To date Venable has provided government relations services to the Council before the United States Congress in connection with a bill pending in the United States Senate, S. 2182. However, the Council has requested that our services include representation before the Executive Branch as well, primarily before the Department of the Interior, in connection with S. 2182 and issues relating to the Resettlement Trust Fund for the people of Bikini, including the selection of a new trustee. This letter confirms that our engagement includes (1) the services described in our letter dated January 31, 2018 (Exhibit A), and (2), effective upon the date on which you sign this letter below as Mayor of the Council, the services before the Executive Branch described above. Except as modified by this letter, our letter of engagement dated January 31, 2018, remains in effect and unchanged.

Please confirm this amendment to our January 31, 2018, letter of engagement by signing below as indicated.

Very truly yours,



David A. Mullon Jr.
Partner

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VENABLE LLP

THE UNDERSIGNED HAS READ AND UNDERSTOOD THE FOREGOING LETTER AND AGREES TO RETAIN VENABLE LLP ON THE TERMS, CONDITIONS, AND LIMITATIONS SET FORTH HEREIN.

Kili/Bikini/Ejit Local Government Council

By: _____
Mayor

Date: 07/03/18

Attachment: Copy of engagement letter dated January 31, 2018

cc: Gordon Benjamin with attachment

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"EXHIBIT A"

VENABLE LLP

600 MASSACHUSETTS AVE., NW WASHINGTON, DC 20001
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January 31, 2018

David A. Mullon Jr.
Partner

T 202.344.4519
F 202.344.8300
DAMullon@Venable.com

The Honorable Anderson Jibas
Mayor
Kili/Bikini/Ejit Local Government Council
Post Office Box 1096
Majuro, MH 96960

Re: Representation of the Kili/Bikini/Ejit Local Government Council

Dear Mayor Jibas:

The purpose of this letter is to confirm the engagement by the Kili/Bikini/Ejit Local Government Council (the "Council") of Venable LLP ("Venable") to provide government relations services and to set forth the terms of engagement for those services.

Overview of Services: Venable shall provide government relations services, primarily before the United States Congress, for the Council in connection with or relating to S. 2182, the Bikini Resettlement and Relocation Act. The undersigned will be the primary partner providing these services, although other partners, counsel, associates, or other professionals may assist in providing these services from time to time, as needed.

Compensation: The Council agrees to pay Venable an hourly rate for services under this engagement. The rate for the undersigned attorney is $590.00 per hour. The hourly rates for other partners, associates, or professionals may be more or less than this rate in accordance with their respective standard hourly rates. Venable will also be reimbursed for any expenses incurred in connection with providing services under this engagement primarily in the form of transportation or travel expenses.

This agreement will be effective upon execution by both parties.

Right to Termination: If Venable does not receive timely payment for its services under this engagement, within 20 days of that date of invoicing, Venable shall be entitled to withdraw from this engagement and terminate its relationship with the Council without further approval of the Council. Payment shall be made by wire transfer as provided in our invoices to you.

Term and Termination: This Agreement shall commence on the date signed and continue until terminated in writing by either Party. The Agreement may be terminated by either party at any time, without cause and without any liability, upon notice being provided.

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VENABLE LLP

Limitation on Authority: Except to the extent of providing government relations services as provided in the "Overview of Services" above, Venable understands that it is not authorized by this Agreement to act as a representative, spokesperson, or agent on behalf of the Council in any meeting or communication with any person, or in any public or private statement, or in communications with the media. This agreement is not intended to establish an employer-employee relationship, or principal-agent relationship, and Venable understands that it is not authorized to commit the Council to any cost, contract, or other obligations, except as expressly provided herein.

Arbitration: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled exclusively by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Washington, D.C. We urge you to consider carefully the provisions of this Paragraph for arbitration, as well as all of the provisions of this Agreement, and to seek the advice of an independent attorney before agreeing to this provision or to the entire Agreement, if you have any questions or concerns.

Primary Contacts: The undersigned partner is the primary point of contact for Venable LLP for matters relating to this engagement. Unless and until otherwise communicated by the Council in writing to Venable, Venable's primary contact with the Council in connection with all aspects of this engagement will be through Mr. Gordon C. Benjamin, who is licensed to practice law in the state of Maryland and in the Marshall Islands. By approving this agreement below, you acknowledge that the Council has expressly authorized Mr. Benjamin to be the Council's contact for communications with Venable, and for receiving and transmitting invoices for the services provided pursuant to this engagement.

Agreement: Please confirm your agreement to the terms of Venable's engagement as set forth in this letter by signing below as indicated.

Very truly yours,

David A. Mullon Jr.
Partner

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VENABLE LLP

THE UNDERSIGNED HAS READ AND UNDERSTOOD THE FOREGOING LETTER AND AGREES TO RETAIN VENABLE LLP ON THE TERMS, CONDITIONS, AND LIMITATIONS SET FORTH HEREIN.

Kili/Bikini/Ejit Local Government Council

By: _____
Mayor

Date: 2/1/18

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