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Akin Gump
STRAUSS HAUER & FELD LLP

Jennifer Richter
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Confidential
October 11, 2018

Jeffrey L. Farrow
The Oliver Group, Inc.
1750 K Street, NW
Suite 700
Washington, DC 20006

Dear Jeff:

This is to confirm that, effective October 1, 2018, Akin Gump Strauss Hauer & Feld ("Akin Gump") retains Jeffrey Farrow ("Jeff") to consult with and advise Akin Gump on matters concerning Republic of the Marshall Islands. It is understood that that Jeff's work will be directed by Akin Gump or by such persons they may designate. It is understood that the intention between the parties is that Jeff's services are designed and intended to assist Akin Gump in the firm's representation of Republic of the Marshall Islands.

During the duration of this agreement, your billable rate shall be $700/hour and we will reimburse you at the rate of $5,000 per month for this client unless that amount is adjusted by written agreement of the parties.

All information released and exchanged between the parties and all work, opinions, conclusions and communications produced by Jeff will be covered by the attorney-client privilege and attorney work product doctrine to the fullest extent provided by law.

Jeff acknowledges that the materials and information disclosed to Jeff during the course of its work on this matter, as well as the work Jeff performs will be confidential, privileged and proprietary and made solely for the purpose of assisting counsel rendering legal and policy advice to Republic of the Marshall Islands. In addition, Jeff agrees that, absent written authorization from Akin Gump, he will not disclose any such information to any third party unless required to do so by law, nor will Jeff make any use of the information that is not related to its work for Akin Gump. In the event that Jeff receives a request or subpoena to disclose such information, Jeff will promptly give notice to Akin Gump of the receipt of such request or subpoena and provide an opportunity to intervene and raise objections, if available.

Akin Gump's obligation to make payments for services and expense reimbursements is specifically and fully conditioned upon the receipt from Republic of the Marshall Islands of

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funds designated for that purpose. Republic of the Marshall Islands has confirmed that they will reimburse Akin Gump for all such payments. Jeff will submit invoices on a monthly basis. Invoices submitted by Jeff through The Oliver Group, Inc. will include normal disbursements associated with the work, such as travel, production of documents and other third-party costs that may arise. Any significant extraordinary cost items that may arise must be pre-approved by Akin Gump before the expense is incurred. Upon request, Jeff will provide Akin Gump with a monthly activity report with applicable details.

This agreement shall continue on a month by month basis unless terminated by either party upon thirty (30) days written notice, or unless Jeffrey Farrow is unable to perform the contemplated services due to disability or death. However, this agreement shall terminate immediately upon the termination of the engagement by Republic of the Marshall Islands of Akin Gump.

This Agreement will be governed by and construed in accordance with the laws of the District of Columbia without regard to its conflict of laws principals. The parties hereto submit to any District or federal court in the District of Columbia as the exclusive jurisdiction for any actions arising under this Agreement. The prevailing party shall be entitled to reimbursements by the non-prevailing party of reasonable legal fees and expenses incurred in bringing any such action. This Agreement and the Statement of Work constitute the entire agreement between the parties.

Akin Gump Strauss Hauer & Feld

By: _____
Jennifer Richter, Partner

Date: 10/11/2018

The Oliver Group, Inc.

By: _____
Jeffrey L. Farrow

Date: 10/11/18

Enclosures

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