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OMB No. 1124-0006; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

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

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by 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 this 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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .49 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, Registration 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 and Address of Registrant	2. Registration No.
Akin Gump Strauss Hauer & Feld LLP	3492

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
Government of the Republic of the Marshall Islands	Embassy of the Republic of the Marshall Islands 2433 Massachusetts Avenue, NW Washington, DC 20008

5. Indicate whether your foreign principal is one of the following:

- ☒ Government of a foreign country [1]
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Embassy of the Republic of the Marshall Islands

b) Name and title of official with whom registrant deals

H.E. Gerald M. Zackios, Ambassador Extraordinary & Plenipotentiary

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A	Name and Title	Signature
September 06, 2017		/s/ Melissa Laurenza eSigned

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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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .33 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, Registration 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 No.
Akin Gump Strauss Hauer & Feld LLP	3492

3. Name of Foreign Principal

Government of the Republic of the Marshall Islands

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

Outreach to U.S. Government officials regarding the need for enhanced U.S. funding for the continued cleanup of World War II-era shipwrecks, authorization of payment under the Compact Trust Fund, and an amendment to the Real ID Act to ensure that drivers' licenses and personal identification cards remain available for citizens of the Republic of the Marshall Islands while they are living in the U.S.

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

Outreach to U.S. Government officials regarding the need for enhanced U.S. funding for the continued cleanup of World War II-era shipwrecks, authorization of payment under the Compact Trust Fund, and an amendment to the Real ID Act to ensure that drivers' licenses and personal identification cards remain available for citizens of the Republic of the Marshall Islands while they are living in the U.S.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

Outreach to U.S. Government officials regarding the need for enhanced U.S. funding for the continued cleanup of World War II-era shipwrecks, authorization of payment under the Compact Trust Fund, and an amendment to the Real ID Act to ensure that drivers' licenses and personal identification cards remain available for citizens of the Republic of the Marshall Islands while they are living in the U.S.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
September 06, 2017		/s/ Melissa Laurenza eSigned

Footnote: "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.

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CONTRACT FOR PROFESSIONAL SERVICES

This Agreementis entered into on this22day of August 2017, between the Government of the Republic of the Marshall Islands (RMI) on the one hand, andAkin Gump Strauss Hauer &Feld LLP, Robert S. Strauss Building1333 New Hampshire Avenue, N.W.Washington, DC 20036-1564 (Firm)on the other, and (together the 'parties');

WHEREAS the RMI desires to engage a firm to perform legal services in the United States to assist in its efforts seeking:

(a) Increased Federal funding from the Government of the United States;
(b) Federal Funding from the Government of the United States for the clean-up of World WarII era wrecks;
(c) $20 million dollars of federal funding authorized for the Republic of the Marshall Islands, but not allocated under the Compact; and
(d) an amendment of the Real ID Act, to ensure driver license and personal identification cards remain available to Republic of the Marshall Islands citizens living in the United States; and

WHEREAS Akin Gump Strauss Hauer &Feld LLP of the address above, attests that it has the personnel, experience, expertise, and qualifications to provide the RMI, the services necessary to seek to achieve the outcomes outlined above, and has submitted a proposal to this effect; and

WHEREAS the Government of the Republic of the Marshall Islands has accepted the proposal by Akin Gump Strauss Hauer &Feld LLP, and hereby agrees to engage the services of Akin Gump Strauss Hauer &Feld LLP, in connection with tasks described above, and the terms set forth below; and

NOW THEREFOREon the basis of therecitalsabove, the Parties hereto agree as follows:

Section1. **Scope of Work& Duties of the Firm**

1. The Parties agree that the scope of work and the terms of reference for work under this agreement are described in the first recital above, and elaborated in the Letter dated August 4, 2017, by Akin Gump Strauss Hauer &Feld LLP addressed to Ambassador Zackios, attached here as Exhibit 'A,' and designed to seek to achieve the following outcomes:

   a. increased federal funding from the Government of the United States;
   b. federal funding from the Government of the United States for the clean-up of World WarII era wrecks;
   c. the approval for the payment to the RMI of the $20 million dollars of federal funding authorized for the Republic of the Marshall Islands, but not allocated under the Compact; and
   d. an amendment of the Real ID Act, to ensure driver license and personal identification cards remain available to Republic of the Marshall Islands citizens living in the United States;

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2. That Akin Gump Strauss Hauer &Feld LLP undertakes to use its best efforts to secure on behalf of the RMI, the outcomes itemized above, and promises to use its best effort, and to perform its tasks under this agreement to the best of its ability and to professional standards.

3. That the additional details of undertakings by Akin Gump Strauss Hauer &Feld LLP in this connection,are contained in the Letter by Akin Gump Strauss Hauer &Feld LLP to Ambassador Zackios, dated June 20, 2017, and attached herewith as Exhibit A.

4. Akin Gump Strauss Hauer &Feld LLP undertake to perform these services to the best of its ability, and to professional standards.

5. Akin Gump Strauss Hauer &Feld LLP shall not undertake any work on behalf of the RMI outside of the scope of work described herein, without the prior consent of the RMI.

6. The parties may agree on a work plan, milestones, deadlines and reporting cycles, in the completion of the tasks set out above.

Section 2. **Compensation**

1. In return for work undertaken by Akin Gump Strauss Hauer &Feld LLP under this Agreement, the Parties agree to the following compensation arrangement:

   a. That a deposit in the amount of $20,000 shall be paid to Akin Gump Strauss Hauer &Feld LLPupon initiation of this representation to secure engagement under this agreement, and will remain in place for the duration of this engagement. The deposit shall be refundable to the RMI, subject to any outstanding billings at the end of the engagement;

   b. Akin Gump Strauss Hauer &Feld LLP will invoice the RMI each month for a $20,000 retainer as set forth in the August 4, 2017 letter.

   c. That the hourly rates for the team that will most be engaged in the performance of the tasks under this agreement are as follows:

      i. Hal Shapiro.....$900.00
      ii. Jennifer Richter.....$875.00
      iii. Amb. Dan Feldman.....$815.00
      iv. Karen Green.....$565.00
      v. Hans Rickoff.....$510.00

   d. Any other personnel or paralegals of Akin Gump Strauss Hauer &Feld LLP that are engaged in the work under this agreement shall first be notified to the RMI, including the amount of the hourly rate chargeable by any such person.

2. The amount of the retainer and the fees shall be reviewed quarterly, and may be adjusted by agreement of the parties, to ensure continued alignment with the workload.

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3. The $20,000 retainer shall be paid each month, within thirty (30) days of receipt, in accordance with the billing policies set forth in the August 4, 2017 letter (and attachment), failing which, Akin Gump Strauss Hauer &Feld LLP may consider the suspension and or termination of services.

4. No hourly billings for work unrelated to the scope of work herein, and undertaken without the knowledge and or prior approval of the RMI, shall be billable to the RMI under this agreement.

Section 3. **Duties of the RMI**

1. The RMI shall cooperate to the best of its ability with Akin Gump Strauss Hauer &Feld LLP in their work under this agreement.

2. Cooperation in this context shall include, regular consultationsAkin Gump Strauss Hauer &Feld LLP, the submission of information and or documentation at the request of Akin Gump Strauss Hauer &Feld LLP for purposes of this agreement, the facilitation of meetings where necessary and related tasks.

3. Cooperation in regards to the submission of information and documentation shall not apply to documentation and information deemed by the RMI to be not relevant for the purposes of this agreement.

Section 4. **Term of Agreement**

This agreement shall remain in place for an initial period of 12 months, from the date of signature, unless terminated earlier by either party pursuant to the termination provision of this agreement, or extended further, by the mutual agreement of the parties.

Section 5. **Status of the Firm**

Akin Gump Strauss Hauer &Feld LLP is an independent contractor, and its employees, agents and principals are employees, agents or principals of the RMI.

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Section 6. **Assignment& Confidentiality**

1. Akin Gump Strauss Hauer &Feld LLP agrees not to assign or sub-contract the performance of any part of the tasks under this agreement to another partywithout the prior written approval of the RMI.

2. Any Government information accessed by Akin Gump Strauss Hauer &Feld LLP, determined by the RMI to be confidential Government information shall not be disclosed by Akin Gump Strauss Hauer &Feld LLP to any third party without the prior written approval of the RMI except as required by applicable law or rules of professional conduct.

3. To this end, Akin Gump Strauss Hauer &Feld LLP shall not release to any third party or publish any material provided by the RMI without the prior written approval of the

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RMIexcept as required by applicable law or rules of professional conduct. This confidentiality clause shall survive the termination of this agreement.

Section 7. **Termination**

1. *By notice:* Either party may at any time, terminate this agreement by providing the other 21 day written notice of such intention to terminate the agreement or if by Akin Gump Strauss Hauer & Feld LLP, written notice of termination may be soonerin compliance with the applicable rules of professional conduct. In this instance, the agreement shall be deemed terminated on the expiry of the notice period.

2. *By Default:* Either party may at any time terminate this agreement on the basis of default by providing the defaulting party 21 day written noticeor if by Akin Gump Strauss Hauer & Feld LLP, written notice of termination may be sooner in compliance with the applicable rules of professional conduct. In this instance, the agreement shall be deemed terminated on the expiry of the notice period, and the defaulting party has not cured the default. The non-defaulting party may in this case, request the defaulting party to make good any outstanding claims, payments, tasks for which payment has already been made.

3. *Force Majeure:* Where due to an instance of force majeure, either or both of the parties are rendered unable to perform any of their obligations under this agreement, this agreement shall be deemed terminated, without loss to any party.

Section 8. **Governing Law**

This agreement shall be interpreted and implemented in accordance with the laws of the District of Columbia.

Section 9. **Merger and Precedence**

1. This agreement, inclusive of the Letter of June 20, 2017, and the Statement of Firm Policies of Akin Gump Strauss Hauer &Feld LLP, constitutes the entire agreement between the parties and supersedes any all prior representations made either orally or in writing by the parties.

2. In the event of a conflict, the provisions of this document shall take precedence over the Letter of June 20, 2017 and the Statement of Firm Policies

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Section 10. **Service**

Service of all documents and processes under this agreement shall be made as follows:

Service on RMI:
The Secretary of the Ministry of
Foreign Affairs
(Or the Ambassador to DC)
Ministry of Foreign Affairs and Trade
P.O BOX_____Majuro MH96960
Republic of the Marshall Islands
Tel:_____
Email:_____

Service on For Akin Gump Strauss Hauer &Feld LLP:
Jennifer Richter, Esquire
Akin Gump Strauss Hauer & Feld LLP
1333 New Hampshire Avenue, N.W.
Washington, DC 20036
(202) 887-4524

Section 11. **Effectiveness**

This Agreement shall take effect on the date of the last signature below.

IN WITNESS HEREOF the parties hereto have signed this Agreement on the dates appearing next to their signatures below:

For the RMI:

_____ _____
Secretary, MOFAT

_____ _____
Secretary of Finance
(As to Funds Available)

Acct: No 1610-1520-050-201-GG1610
NTE: 40,000 (FY2017)

_____ _____
Attorney General
(As to Legal Form)

For Akin Gump Strauss Hauer &Feld LLP:

_____ 8/22/2017

8/1/17 8/31/17

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Akin Gump
STRAUSS HAUER & FELD LLP

JENNIFER L. RICHTER
+1 202.887.4524/fax: +1 202.887.4288
jrichter@akingump.com

August 4, 2017

H.E. Gerald M. Zackios
Ambassador Extraordinary & Plenipotentiary
Embassy of the Republic of the Marshall Islands
2433 Massachusetts Avenue, N.W.
Washington, DC 20008

Re: Exhibit A to Contract

Dear Ambassador Zackios:

Thank you for the opportunity to represent the Republic of the Marshall Islands (RMI). We look forward to educating U.S. officials about the important relationship between the United States and the RMI and to achieve mutually beneficial policy outcomes that strengthen the bilateral relationship.

As we discussed, there are actions we can take in the immediate future to obtain additional attention to and resources for the RMI and to resolve complications involving the REAL ID Act, while also building a case for fair treatment in the 2023 renegotiation of a new economic agreement with the United States. We provide a preliminary outline below.

I. Resources for the Republic of the Marshall Islands

We believe that there is an important education campaign needed for U.S. officials about funding for the RMI. As discussed, there is a great need, as well as a moral and policy imperative, for enhanced U.S. funding for RMI, including but not limited to resources that address the changed circumstances and increased burden on RMI arising from nuclear testing. Such resources would be dedicated to, among other things: (1) the continued cost of cleanup of World War II-era shipwrecks in RMI waters that pose an environmental and safety risk due to oils spills and, ultimately, corrosion of the vessels; and (2) resources under the Compact Trust Fund, which was authorized by the U.S. Congress but never funded.

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II. Amendment of the REAL ID Act

We agree that it would beneficial to amend the REAL ID Act in order to ensure that drivers' licenses and personal identification cards remain available for the citizens of the RMI while living in the United States. We understand that last Congress, the Senate passed legislation sponsored by Senate Energy and Natural Resources Chair Lisa Murkowski (Alaska) to permit citizens from the Freely Associated States to obtain drivers' licenses on the same basis as other long-term residents in the United States. We hope to build on that momentum in both Chambers of Congress and with the Administration.

III. Terms of Representation

What is clear from our conversations with you and your colleagues over recent months is that the story of the RMI needs to be amplified in Washington. Decision-makers must be better informed of the RMI's deep sacrifices for the United States, as well as the ongoing contribution to U.S. military strength. Informing key decision-makers as outlined in this proposal is critical to the RMI for practical reasons — protecting the interests of the RMI now and into the future as we approach 2023 — but it is also important for moral reasons, as it is incumbent on the United States to work collaboratively with its partners and own responsibility for its actions of the past.

If you should choose to engage us, we are including the firm's standard policy which describes the manner in which we will bill for legal services and disbursements. A clear understanding of those matters helps to maintain a harmonious professional relationship. I encourage you to consider the matters set forth in this letter carefully and to raise with us any question that you may have now or later about its contents.

We refer matters to those lawyers in this firm who in our judgment can perform the highest quality work, in a timely and efficient manner, and at the lowest cost. We also employ non-lawyer assistants in tasks where lawyers are not necessary, to facilitate the rapid and efficient performance of services.

While I certainly do not expect that you will find the legal representation by this firm to be in any way unsatisfactory, I do encourage you to discuss any problems or questions with me at any time.

For the work described above, we propose an initial monthly retainer of $20,000 with the opportunity to assess the fees and the retainer on a quarterly basis and, with your agreement,

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adjust either the workload or the fees to ensure continued alignment. We would anticipate the initial phases of this project, as outlined above, running for one year. In addition, expenses advanced on your behalf or internal charges for administrative services (which may exceed our direct costs) are added to the statement rendered for the month in which such expenses or charges are recorded in our billing system.

For new clients, our firm requires a retainer payment at the outset of the engagement. Accordingly, we will require from you a payment in the amount of USD 20,000.00 prior to the commencement of work on your behalf. The retainer will be maintained throughout the engagement and returned upon completion of our services. We reserve the right to apply the retainer to outstanding statements in the event your account falls into arrears, subject to replenishment of the retainer.

Our standard practice is to bill on a monthly basis. This allows our clients to monitor both current and cumulative fees and expenses. We require that payment of statements be made within 30 days of receipt, and we may suspend or terminate any work in progress if timely payment is not made. We may also withdraw from the representation in a manner consistent with applicable ethical standards.

Attached to this letter is our Statement of Firm Policies (the "**Statement**") that will apply to our representation of you. In the event of a conflict between the terms of the Statement and the terms of this letter, the terms of this letter shall control. Please review these policies and let me know if you have any questions concerning them.

As we discussed, we anticipate that this engagement will require the firm to register with the U.S. Department of Justice under the Foreign Agents Registration Act.

If the terms described above and in the attached Statement are satisfactory to you, please so indicate by signing the Contract for Professional Services.

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Thank you for the opportunity to be of service to the RMI at this critical time. We look forward to hearing from you and engaging with you.

Sincerely,

Jennifer L. Richter
AKIN GUMP STRAUSS HAUER & FELD LLP

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Akin Gump
STRAUSS HAUER & FELD LLP

Please send remittance to:

AKIN GUMP STRAUSS HAUER & FELD LLP
ATTN: Jennifer L. Richter
Robert S. Strauss Building
1333 New Hampshire Avenue, N.W.
Washington, DC 20036-1564

August 4, 2017

STATEMENT

Embassy of the Republic of the Marshall Islands
2433 Massachusetts Avenue, N.W.
Washington, DC 20008
ATTN: H.E. Gerald M. Zackios, Ambassador Extraordinary & Plenipotentiary

RETAINER: Proposal for Representation of the Marshall Islands

Requested Retainer Amount:	USD 20,000.00
TOTAL AMOUNT DUE	USD 20,000.00

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STATEMENT OF FIRM POLICIES

We appreciate your decision to retain Akin Gump Strauss Hauer & Feld LLP ("**Akin Gump**") as your legal counsel and look forward to developing our relationship with you in the course of our representation. Our engagement is limited to the matter identified in the engagement letter to which this Statement of Firm Policies is attached. Except as may be modified by the accompanying engagement letter, the following summarizes our billing practices and certain other terms that will apply to our engagement.

1. Determination of Fees

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either the client or the circumstances. The firm generally requires a retainer in an amount which is appropriate with respect to the proposed representation. Unless otherwise agreed, the retainer will be applied to statements rendered in connection with the representation, with any unused portion being returned to the client.

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. When selecting lawyers to perform services for a client, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility required for each matter. Of course, our internal allocation of values for lawyer time changes periodically (at least annually) to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience and reputation. Any such changes in hourly rates are applied prospectively. We record and bill our time in one-tenth hour (six-minute) increments.

The time for which a client will be charged will include, but will not be limited to, telephone and office conferences between client and counsel, witnesses, consultants, court personnel and others; conferences among our legal personnel; factual investigation; legal research; responding to clients' requests for us to provide information to their auditors in connection with reviews or audits of financial invoices; drafting of agreements, contracts, letters, pleadings, briefs and other documents; travel time; waiting time in court; and time in depositions and other discovery proceedings. In an effort to reduce legal fees, we utilize paralegal personnel. Time devoted by paralegals to client matters is charged at special billing rates, which also are

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subject to adjustment from time to time by the firm. Our current range of hourly rates for lawyers and paralegals is referenced in the accompanying engagement letter.

2. Expenses

In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on behalf of the client and our internal charges (which may exceed direct costs) for certain support activities. Advanced costs generally will include such items as travel expenses and fees for postage, filing, recording, certification, registration, and the like. Our internal charges typically cover such items as long distance telephone calls, facsimile transmissions, messenger services, overnight courier services, terminal time for computer research and complex document production, secretarial and paralegal overtime and photocopying or printing materials sent to the client or third parties or required for our use. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate or necessary to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, court reporters, providers of filing services and searches of governmental records and filings, and local counsel. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations, our firm may assume responsibility for retaining the appropriate service providers. If we do so, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these costs.

3. Billings

We bill monthly throughout the engagement for a particular matter, and our monthly statements are due within thirty days after your receipt thereof. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees with respect to the representation. Our statements contain a concise summary of each matter for which legal services were rendered and a fee was charged.

We invite our clients to discuss freely with us any questions that they have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as the client requires and in such customary form that it desires, and are willing to discuss with our clients any of the various billing formats we have available that best suits their needs.

If any monthly statement is not paid within 60 days after the original statement date, we reserve the right to discontinue services on all pending matters for you until all of your accounts with us have been brought current. Additionally, if any statement is not paid within 60 days from the date of the original statement, we may, by written notice to you on a subsequent statement or

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otherwise, declare the overdue account to be delinquent. We have no obligation to declare any account delinquent. If we declare an account to be delinquent, the amount owing on that account will accrue interest at a rate equal to one percent (1%) per month (a 12% annual percentage rate) from the date of our delinquency notice to you until the balance is paid in full, but in no event shall such rate exceed the maximum rate permitted by applicable law. Any payments made on past due statements are applied first to interest, if any, and then to the account balance, beginning with the oldest outstanding statement. In addition, we are entitled to attorneys' fees and costs if collection activities are necessary.

4. ***Scope of Engagement***

We will provide services of a strictly legal nature of the kind generally described in the engagement letter that accompanies this attachment. It is understood that you are not relying on us for business, investment, or accounting decisions, or to investigate the character or credit of persons with whom you may be dealing, or to advise you about changes in the law that might affect you unless otherwise specified in the letter. We will keep you advised of developments as necessary to perform our services and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. Attorneys in the firm typically have several client matters pending and are required to coordinate the scheduling of activities required for each pending client matter.

5. **Necessary Information**

It is anticipated that you and any other entities affiliated with you will furnish us promptly with all information that we deem to be required to perform the services described in our engagement letter, including financial statements from qualified accountants and auditors, as appropriate, and documents prepared by other legal counsel employed by you in connection with prior or other matters. You will make such business or technical decisions or determinations as are appropriate to carry out our engagement.

Our engagement is premised and conditioned upon your representation that you are not aware of any material facts or current or historical problem (involving such matters as court orders, injunctions, cease and desist orders, judgments, liabilities, litigation, administrative proceedings, crimes, prosecutions, bankruptcies or securities violations) on the part of any person to be connected with you that you have not fully disclosed to us. You understand that the accuracy and completeness of any document (including securities disclosure documents, litigation pleadings and court filings) prepared by us is dependent upon your alertness to assure that it contains all material facts relating to the subject and purpose of such document and that such document must not contain any misrepresentation of a material fact nor omit information necessary to make the statements therein not misleading. To that end, you agree to review all documents prepared by us for their factual accuracy and completeness prior to any use thereof. You also acknowledge that this responsibility continues through our engagement in the event that such document becomes deficient in this regard. You hereby represent and warrant that any material, information, reports and financial statements, whether rendered orally or in writing,

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furnished to us by you will be accurate, and that we may rely upon the truth or accuracy of such information.

6. Confidentiality and Conflicts

Akin Gump is a large law firm with multiple offices around the world. Because of the firm's size and geographic scope, as well as the breadth and diversity of our practice, other present or future clients of the firm inevitably will have contacts with you. Accordingly, to prevent any future misunderstanding and to preserve the firm's ability to represent you and our other clients, we confirm the following understanding about certain conflicts of interest issues:

Unless we have your specific agreement that we may do so, we will not represent another client in a matter that is substantially related to a matter in which we represent you and in which the other client is adverse to you. We understand the term "matter" to refer to transactions, negotiations, proceedings and other representations involving specific parties.

In the absence of a conflict as described above, you acknowledge that we will be free to represent any other client either generally or in any matter in which you may have an interest, including, but not limited to: (i) agreements; licenses; mergers and acquisitions; joint ventures; loans and financings; securities offerings; bankruptcy or insolvency; patents, copyrights, trademarks, trade secrets or other intellectual property; real estate; government contracts; the protection of rights; and representation before regulatory authorities; and (ii) representation and advocacy with respect to legislative issues, policy issues, administrative proceedings, or rulemakings.

We do not view this advance consent to permit unauthorized disclosure or use of any client confidences. Under applicable Rules of Professional Conduct, we are obligated to and shall preserve the confidentiality of any confidential information you provide to us. In this connection, we may obtain nonpublic personal information about you in the course of our representation. We restrict access to your nonpublic personal information to firm personnel who need to know that information in connection with our representation and, as appropriate, third parties assisting in that representation. We maintain appropriate physical, electronic, and procedural safeguards to protect your nonpublic personal information. We do not disclose nonpublic personal information about our clients or former clients to anyone, except as permitted by law and applicable Rules of Professional Conduct.

We will not disclose to you or use on your behalf any documents or information with respect to which we owe a duty of confidentiality to another client or person.

The fact that we may have your documents and/or information that may be relevant to another matter in which we are representing another client will not prevent us from representing that other client in that matter without any further consent from you. In such a case, we will put in place screening and other arrangements to ensure that the confidentiality of your documents and/or information is maintained.

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Our professional obligations to you and to our other clients will require us to run a new conflicts check if there is any change in the parties to the matter or any material change in its nature. We must also run a new conflicts check before undertaking any new matters with you.

7. Termination of Engagement

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. You have the right at any time to terminate our services and representation upon written notice to the firm. We reserve the right to withdraw from our representation if circumstances arise that under the applicable rules of professional conduct, allow or require us to.

8. Disagreements Regarding Fees

In the event that you believe any statement for our services is erroneous for any reason, you shall notify us of the same within ten business days after receipt of such statement stating the basis for your belief. If agreement cannot be reached with respect to the amount owed, you agree to promptly pay the non-disputed portion of our statement and submit the disputed portion for resolution by the appropriate committee of the organized bar of the city where our office rendering such services is located. If no organized bar exists in that city, then you can submit to the Committee on Arbitration Relating to Fee Disputes (or similar committee) of the regulatory body governing the practice of law in the state or jurisdiction where our office rendering such services is located.

9. Governing Law

OUR ENGAGEMENT SHALL BE GOVERNED BY THE LAWS OF THE JURISDICTION WHERE OUR OFFICE RENDERING OUR SERVICES IS LOCATED AND, EXCEPT FOR DISAGREEMENTS REGARDING FEES SUBMITTED TO ARBITRATION PURSUANT TO PARAGRAPH 8 ABOVE, VENUE FOR ANY OTHER ACTION HEREUNDER SHALL BE IN THE COUNTY WHERE OUR OFFICE RENDERING SUCH SERVICES IS LOCATED.

10. Record Retention

Unless previously terminated, our representation of Sercomm USA Inc. as to assisting Sercomm USA Inc. with the preparation and filing of an application for an FCC Special Temporary Authority will terminate upon the completion of the matter and our sending you our final statement for services rendered in connection with this matter. Following such termination, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. Following termination, we will return to you all documents and things that you provided to us in connection with our

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representation. If you do not wish to have your file returned to you, we will transfer it, or the remaining portions, to closed storage and retain it. Pursuant to the Firm's Record Retention Policy, if the Firm retains any portion of your file, at the end of seven years, the Firm will make reasonable efforts to locate and notify you that your file is available for return to you. If you instruct us to do so, files will be returned to you. Clients may be charged shipping costs for the return of client files. The responsible attorney should determine if it is appropriate depending upon the size of the matter and the extent of the likely cost to the firm. If you do not respond to the request, or if you so instruct us, the file will be destroyed. By agreeing to and accepting our representation as described in this letter, you agree to keep us informed of your most current address during the stated retention period.

11. Miscellaneous

The engagement letter to which this Statement of Firm Policies is attached constitutes our entire understanding and agreement with respect to the terms of our engagement and supersedes any prior understandings and agreements, written or oral. If any provision of our engagement letter is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect. Our engagement letter may only be amended in writing by the parties hereto.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

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