

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: <http://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: <http://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, Counterespionage 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.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Step toe & Johnson LLP 1330 Connecticut Avenue, NW Washington, DC 20036	2. Registration No. 5848
3. Name of foreign principal Government of the Republic of the Marshall Islands	4. Principal address of foreign principal Majuro, Marshall Islands

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

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify): _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
n/a

b) Name and title of official with whom registrant deals
Head of Mission, Embassy of the Republic of the Marshall Islands to the United States

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

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 <input type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

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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.

Date of Exhibit A	Name and Title	Signature
06/13/2008	Hunter Johnston, Partner	

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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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, Counterespionage 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 Steptoe & Johnson LLP 1330 Connecticut Avenue, NW Washington, DC 20036	2. Registration No. 5848
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3. Name of Foreign Principal Government of the Republic of the Marshall Islands
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Check Appropriate Boxes:

- 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. The registrant will provide counsel to the foreign principal regarding US legislation that may affect the interest of the Republic of the Marshall Islands.

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

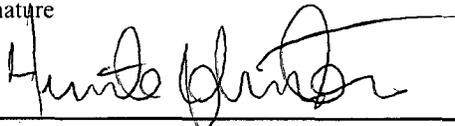
The registrant will provide strategic governmental counseling to the RMI Government before the United States Government, including the Department of Defense, Department of State, Department of Interior and the Department of Energy, as well as Congress, in its negotiations and discussions with the US Government and the bilateral relations between the two countries.

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.

The registrant will provide strategic governmental counseling to the RMI Government before the United States Government, including the Department of Defense, Department of State, Department of Interior and the Department of Energy, as well as Congress, in its negotiations and discussions with the US Government and the bilateral relations between the two countries.

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Date of Exhibit B 06/13/2008	Name and Title Hunter Johnston, Partner	Signature 
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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.



EMBASSY OF THE REPUBLIC OF THE MARSHALL ISLANDS

2433 Massachusetts Avenue, N.W.,
Washington, D.C. 20008
Tel. # (202) 234-5414
Fax # (202) 232-3236

Contract No. MI _____
MoFA No. _____
Finance No. _____

**CONTRACT FOR SERVICES
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF THE MARSHALL ISLANDS
AND
STEPTOE & JOHNSON, LLP**

This Contract for Services is entered into as of April 01, 2008, by and between the Government of the Republic of the Marshall Islands (hereinafter "RMI Government") and Steptoe & Johnson, LLP (hereinafter ("Steptoe"), a limited liability partnership organized under the laws of the District of Columbia, (collectively known as "the parties"). The parties have discussed a business relationship between them and have agreed to a contract for services.

NOW, THEREFORE, in consideration of the respective promises of the Parties contained herein, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Scope of Services. Steptoe will provide strategic governmental relations counseling to the RMI Government before the United States Government, including the Department of Defense, Department of State, Department of Energy and the Department of Energy, as well as Congress, in its negotiations and discussions with the U.S. Government and the bi-lateral relations between the two countries, including, but not limited to, the following:
 - a. The Compact of Free Association as amended between the United States and the RMI and ongoing discussions regarding amendment, adequacy and sufficiency for the ongoing needs of the RMI to meet economic self-sufficiency;
 - b. S. 1756, the Republic of the Marshall Islands Supplemental Nuclear Compensation Act of 2007 as introduced in the Senate of the United States and as expected to be considered by the Senate Committee on Energy and Natural Resources in 2008;

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- c. The Military Use and Operating Rights Agreement between the United States and the RMI, together with provisions negotiated between the United States and the RMI concerning landowner compensation and land rights for use of Kwajalein Atoll as provided under the Land Use Agreement;
- d. The improvement of the condition of Ebeye and the Marshallese people supporting the Kwajalein Missile Testing Facility and the ongoing need to develop public service benefits for the people of Ebeye through the development of clean, alternative energy sources for use at Kwajalein and Ebeye to further support the health and economic sufficiency of the people of the RMI, including the development of Ocean Thermal Energy Conversion for the production of electricity and the construction of a causeway linking Ebeye and Kwajalein for the benefit of the United States and RMI;
- e. Claims for nuclear compensation and the effects and discussions relating to the Changed Circumstances Petition before the United States Congress and the Executive Office of the President including cases pending before the U.S. Court of Claims and consideration of bills before the U.S. Congress related to supplementary health benefits; and
- f. Economic relations and such other issues as the parties may include within the scope of services;

No later than the conclusion of the first month of this contract, Steptoe shall develop, in coordination, consultation and cooperation with the RMI Government, a comprehensive plan of the work and activities Steptoe will pursue on behalf of RMI Government for the duration of this contract and extensions thereof, if any.

2. Retainer Agreement: In consideration for Steptoe's professional governmental relations services, the RMI Government shall compensate Steptoe at a flat rate of \$30,000 monthly for twelve months, or \$360,000 in total, beginning upon execution of this agreement and ending twelve months thereafter, provided that the payment be made in four installments, with one-fourth (\$90,000) due at signing and one-fourth (\$90,000) due on the quarterly month intervals thereafter (June 1, 2008, September 1, 2008, and December 1, 2008). This compensation shall automatically become due and payable by the RMI Government upon each quarter and shall be paid by the RMI Government by wire transfer in favor of our account within 30 days of being due;
3. Renewal. Upon the one-year anniversary of this agreement, the agreement shall be renewable for an additional one-year period upon the same terms and conditions of the original term or as mutually agreed to by the Parties. .

4. Termination.

(a) Notwithstanding Section 3 and any implications made in other portions of this Contract to the contrary, either Party may terminate this Contract upon thirty (30) days written notice to the other Party.

(b) Should Steptoe demonstrate wilful or serious misconduct, negligence, or otherwise fail to perform the duties to the satisfaction of the RMI Government, termination shall be effective immediately.

5. Expenses, Costs. In addition to the compensation described above, the RMI Government shall also reimburse Steptoe for all reasonable out of pocket direct costs and expenses incurred in the course of the representation of the RMI Government, including all related messenger, travel, and other miscellaneous costs (but shall not in any case include overhead or other indirect expenses not authorized by the RMI Government). Steptoe shall bill these costs monthly in addition to the retainer amount in its regular invoice. Any individual expense in excess of \$5,000 shall be subject to the express advance approval of the RMI Government. Failure to obtain prior approval will result in the non-reimbursement of all expenses.

6. Dispute Resolution. Any and all disputes arising out of or in connection with this Agreement, including without limitation questions regarding its existence, validity or termination, shall be finally resolved by arbitration under the Rules of the London Court of International Arbitration (the "Rules"). The number of arbitrators shall be three. Each Party shall appoint one arbitrator, and the third arbitrator, who shall act as the Chairman of the arbitral tribunal, shall be appointed by the party-appointed arbitrators. Such third arbitrator shall be neutral and not be a national of either the Republic of the Marshall Islands or the United States of America. If the two party appointed arbitrators cannot agree on the third arbitrator, such arbitrator shall be appointed in accordance with the Rules. The place of the arbitration shall be either Washington D.C. or Honolulu, Hawaii, as determined by the appointed arbitral tribunal. The arbitration proceedings shall be conducted in the English language. The governing law of the arbitration shall be consistent with the law governing this Contract. The award of the arbitral tribunal shall be final and binding upon the Parties. The Parties agree that the judgment awarded by the arbitral tribunal shall be conclusive and may be enforced in either the Republic of Marshall Islands or the United States of America, by suit on the judgment or otherwise as provided by the law such country. Each party to any such arbitration shall bear their own costs.

7. Interpretation and Governing Law. The language in all parts of this Contract shall be interpreted simply, according to its fair meaning, and not strictly for or against either Party. The laws of the Republic of the Marshall Islands shall govern this Contract.
8. Confidentiality.
- (a) Each of the Parties agrees that Confidential Information shall be kept strictly confidential and shall not be disclosed to any third party in any manner whatsoever without the consent of the Party originally providing such Confidential Information, except as provided in paragraphs (c) and (d) below.
- (b) "Confidential Information" shall mean all information that is disclosed by or on behalf of either Party that is or should reasonably be inferred to be proprietary and confidential data, information, calculations, studies or projections of a technical, operations, commercial or legal nature, or information designated as such, in writing, by the party disclosing such information (including in the case of confidential information disclosed orally, a designation as confidential promptly following such disclosure). The Parties hereby agree that this Agreement and the transactions contemplated by this Agreement are "Confidential Information."
- (c) This Paragraph shall not apply to information which: (i) at the time of the provision of the information or at any time thereafter is or becomes within the public domain (other than as a result of an unauthorized disclosure in breach of any obligation hereunder) (ii) is ordered or required to be disclosed by an applicable law, regulation or competent governmental or regulatory authority; (iii) is disclosed to a Party, without obligation of confidentiality or restriction on its use, by a third party who has the right to make such disclosure; or (iv) was already known to the receiving party at the time of the provision of the information to such Party or is independently developed or acquired without being in breach of any obligation hereunder.
- (d) The party receiving Confidential Information shall be entitled to disclose such information to (i) any affiliate of the receiving Party; and (ii) employees, officers, directors and members of such receiving party or any affiliate of such receiving Party; provided, however, that any such persons or entities have a reasonable need to know such Confidential Information in connection with the representation and are made aware of the confidential nature of such Confidential Information and agree to be bound by the terms of this Agreement.
- (e) Notwithstanding anything in this Agreement to the contrary, the provisions of this Paragraph shall continue for a period of three (3) years from the date hereof.
9. Conflicts Waiver: Steptoe is a national and international law firm that represents a diverse array of the world's largest companies and these clients may have

matters in conflict with the RMI Government. We are undertaking to represent the RMI on the basis that this representation or any future representations that are initiated without a new or amended engagement letter will not be deemed to preclude Steptoe from representing other clients, including but not limited to any current Steptoe clients, adverse to the RMI Government, including representations in negotiations, regulatory matters, litigation, the providing of advice or opinions, ADR proceedings of various kinds or other matters. Except as described above, we are not aware of any current representations adverse to the RMI Government. We also recognize that the waiver with respect to potential future adverse representations is broad in scope; however, given the nature of our practice, we are simply not able to identify future potential conflicts with any greater specificity.

Despite the generality of the foregoing waiver, Steptoe will not, under any circumstances, represent any client adverse to the RMI Government in the matters that are the subject of this representation. Of course, Steptoe is ethically obligated to maintain the confidentiality of any confidential information that the RMI Government may disclose during the course of the representation and we formally hereby undertake to fulfill that responsibility.

10. Press Releases. During the term hereof, the content of all public announcements regarding any aspects of the representation will be mutually agreed upon in advance, subject to each Party's satisfying its disclosure obligations under applicable securities laws (a matter to be determined in such Party's sole discretion).
11. Liability and Indemnification. Steptoe shall assume all risk and liability for any loss, damage or injury arising from or relating to the performance of its duties under this Contract, until completion and acceptance of work by the Government. Each Party agrees to indemnify and hold harmless the other Party for any claims arising out of this contract, except for claims resulting from negligence, or serious or wilful misconduct.
12. Miscellaneous.
 - (a) Amendments. No amendment or modification of this Contract shall be valid unless evidenced by a writing signed by each of the Parties.
 - (b) Benefit; Assignment. This Contract is intended solely for the benefit of the Parties and shall not be construed to create or give rise to any liability or obligation to, or to afford any claim or cause of action to or on behalf of, any other person or entity. This Contract shall not be assignable by either Party without the prior written consent of the other Party, and any attempted assignment without such consent shall be null and void.

(c) Notices. All notices, requests, demands and other communications that are required or may be given under this Contract shall be in writing and shall be deemed to have been duly made when received at the addresses set forth below or to such other address as a Party shall have specified by notice in writing to the other Party:

If to the RMI:

Head of Mission
Embassy of the Republic of the Marshall Islands to the United States
2433 Massachusetts Avenue, N.W.
Washington, DC. 20008
Telephone: 202-234-5415
info@rmiembassyus.org

If to Steptoe:

N. Hunter Johnston
1330 Connecticut Avenue, N.W.
Washington, D.C. 20036 USA
Telephone: 202-429-6404
hjohnston@steptoe.com

All such notices, requests, demands and communications shall be deemed to have been received on the date of delivery.

13. Entirety. This Contract constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter hereof.
14. Counterparts. This Contract may be executed in any number of counterparts and by the Parties in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, but shall be construed together and shall constitute one and the same instrument.
15. Registration Requirement. The RMI Government and Steptoe understand that the Foreign Agents Registration Act may require that all persons acting in the United States on behalf of a foreign principal must register with the United States Department of Justice (subject to certain exemptions that may be applicable in this instance) and that Steptoe may be required to register under this law regarding its activities on behalf of the RMI Government. Steptoe and the RMI Government further understand that, by law, Steptoe must advise the U.S. Department of Justice twice yearly of all contacts made with the United States government employees, all monies received by Steptoe from or on behalf of the RMI Government, and all monies paid by Steptoe on behalf of the RMI

Government. The RMI Government is aware that this information will be made available to the public by the U.S. Department of Justice.

The RMI Government and Steptoe also understand that the Federal Registration of Lobbying Act requires all persons engaged in and paid to influence legislative action to file a report and to register with the Clerk of the United States House of Representatives and the United States Senate before “doing anything in furtherance of such object”. Steptoe may be subject to filing of such reports under the terms of the LDA.

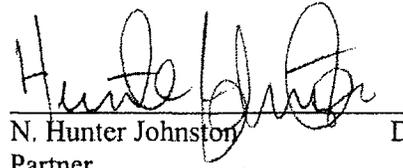
16. Foreign Corrupt Practices Act. Steptoe has not made and shall not make, in the performance of this agreement, an offer, payment, promise to pay, or authorization of the giving anything of value, directly or indirectly, to or for the use or benefit of or political party, official or candidate for political office in violation of the U.S. Foreign Corrupt Practices Act of 1997, as amended.

IN WITNESS HEREOF, the Parties intending to be legally bound by the terms contained herein, have executed this Contract for Services as of the date first written above.

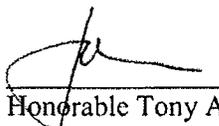
**FOR THE GOVERNMENT OF THE
REPUBLIC OF THE MARSHALL
ISLANDS:**

FOR STEPTOE & JOHNSON, LLP:


Charles R. Paul Date 06/02/08
Charge d' Affaires, a.i.


N. Hunter Johnston Date 6/8/08
Partner

APPROVED AS TO FUNDING:


Honorable Tony A. deBrum Date 06/03/08
Minister of Foreign Affairs

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APPROVED AS TO LEGAL FORM:

**CERTIFIED AS TO FUNDS
AVAILABLE:**

Filimon Manoni Date _____
Attorney General

Jefferson Barton Date _____
Secretary, Ministry of Finance

Amount not to exceed: \$ _____
Acct. No. _____

Wire Instructions:
Bank: Wachovia Bank, NA
ABA # _____, Account # _____
Name: Steptoe & Johnson LLP
International Wire Swift Code: _____