

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 <http://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: <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 .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

Cohen, David B.

2. Registration No.

6321

3. Name of Foreign Principal

Enewetak/Ujelang Local Government

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.

I perform various duties as requested by the client. These can include legal services, consulting, obtaining information on grant and technical assistance opportunities with NGOs, foundations, universities, and governments, applying for such assistance (upon request), drafting legal notices and advertisements, drafting performance reports and performance plans, drafting resolutions for the local government, and coordination with the trustee of the client's trust funds.

NOTE: Attached is a copy of the fully executed contract with the Enewetak/Ujelang Local Government. A partially signed agreement with the foreign principal was filed on 9/30/2015.

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

As explained for Question 7, I perform various duties as requested by the client. These can include legal services, consulting, obtaining information on grant and technical assistance opportunities with NGOs, foundations, universities, and governments, applying for such assistance (upon request), drafting legal notices and advertisements, drafting performance reports and performance plans, drafting resolutions for the local government, and coordination with the trustee of the client's trust funds.

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.

I will likely help the client apply for grants from the federal government, but have not yet done so. It is possible that I will be asked to help persuade the federal government to change policies currently in effect that affect the client, but I have not yet been asked to do so.

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
November 13, 2015	David B. Cohen, Principal	/s/ David B. Cohen 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.

AGREEMENT FOR THE PROVISION OF LEGAL AND OTHER SERVICES

DAVID B. COHEN ("Attorney") and **ENEWETAK/UJELANG LOCAL GOVERNMENT**, a political subdivision of the Republic of the Marshall Islands ("Client"), hereby agree that Attorney will provide legal and other services to Client on the terms and conditions set forth below.

1. SCOPE OF SERVICES. Attorney agrees to provide the legal and other services described in the Terms of Reference attached as Exhibit A.

2. FEES. As compensation for services rendered, Client agrees to pay Attorney a fee of US\$15,000 each month, payable in advance on or before the first day of such month. Of this monthly amount, US\$1,000 will be compensation for lobbying services and the balance will be compensation for the other services provided under this Agreement.

3. COSTS AND EXPENSES. In addition to the fee described above in Section 2, Client agrees to pay for all reasonable costs, disbursements and expenses incurred by Attorney in the performance of services under this Agreement (collectively, "Costs"). Costs may include, without limitation, filing and other fees fixed by law or assessed by public agencies, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, gasoline or other fuel, mileage, transportation, meals, hotel costs, vehicle rental, and other similar items. All Costs will be charged at Attorney's cost. Attorney will obtain Client's approval in advance for any out-of-town travel. Attorney shall invoice such Costs incurred from time to time, and shall provide reasonable documentation of them. Any such invoice presented to Client on or before the 15th day of any month shall be payable on or before the first day of the next month; any invoice presented to Client after the 15th day of the month shall be paid on or before the first day of the month after the next month.

4. TERM. Services under this Agreement shall commence on, and the first monthly fee payment shall be made to Attorney on or before, April 1, 2015. The initial term of this Agreement shall be twelve (12) months, which may be extended by the mutual written consent of the parties.

5. CLIENT'S DUTIES. Client will assist Attorney in providing information, documents, and access to the Client's personnel, contractors, and agents, in each case as necessary to enable Attorney to render the services required under this Agreement.

6. NO GUARANTEE. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of any matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of any matter are expressions of opinion only.

7. PROFESSIONAL LIABILITY INSURANCE DISCLOSURE. Attorney hereby informs Client that the services covered by this Agreement are not covered by

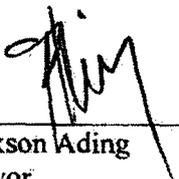
professional liability insurance.

8. CONFIDENTIALITY. The terms and conditions of this Agreement are confidential and shall not, except as required by applicable law, be disclosed to any person or entity other than each party's employees and agents.

9. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Accordingly, for example, the parties may execute this Agreement by exchanging duly executed signed copies of this Agreement in PDF format by email.

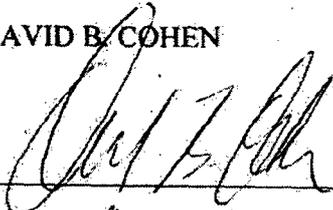
10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

ENEWETAK/UJELANG LOCAL GOVERNMENT

By: 

Jackson Ading
Mayor

Date: March 24, 2015

DAVID B. COHEN


Date: March 22, 2015

Exhibit A

Terms of Reference for Legal Counsel

The legal counsel will provide legal and consulting services to the Enewetak/Ujelang Local Government (the "Government"). As set forth in further detail below, he will represent the Government in any legal matters and in other matters, including, without limitation: 1) claims for land damages, personal injuries, and loss of use of land as a result of the U.S. nuclear testing program, 2) legal matters relating to the Enewetak Claims Trust Fund and Enjebi Community Trust Fund, 3) litigation and other legal matters as may arise from time to time. He will also assist and lobby for the continuation of the additional funding for the Enewetak Food and Agriculture Program, and for various other financial and technical assistance from various sources, and will also assist the Government in the identification, negotiation, and consummation of commercial development opportunities.

Duties and responsibilities:

1. Advise and represent the Government in all matters in courts or before U.S. government and agencies:
 - Draft legal documents for the Government;
 - Review contracts entered into by the Government;
 - Represent the Government on its claims for damages as result of nuclear testing program;
 - Advise and represent the Government on any litigation against the Government and other legal proceedings;
 - Perform such other tasks relating to the Government as required by the Mayor.
2. Act as legal counsel in matters relating to Enewetak Claims Trust Fund and Enjebi Community Trust Fund:
 - Review contracts and legal documents relating to trust fund accounts;
 - Periodic review of trust account transactions entered by the fund manager on behalf of the respective trust funds;
 - Coordinate with the Trustee and fund managers on the status of each trust fund;
 - Perform such other related tasks as required by the Mayor.
3. Assist the Mayor with all aspects of the U.S.-funded Enewetak Food and Agriculture Program, including, without limitation:
 - Prepare documents to comply with the reporting requirement relating to the agriculture, transportation and food purchase activity;
 - Coordinate with the Government's accountant on all such reporting and recordkeeping;
 - Coordinate with the Government's agriculture field manager at Enewetak with regard to work performed on quarterly basis; work with such field manager to develop annual performance goals and to complete surveys to establish a baseline for future performance measurement;

- Prepare an annual report on the Program and all its components for the U.S. Department of the Interior;
 - Coordinate with congressional staffers and other officials on the annual Enewetak officials' visit to Washington, D.C. to lobby for additional funding for the Enewetak Food and Agriculture Program;
 - Perform such other work relating to the Program as required by the Mayor.
4. Assist the Government in obtaining financial and technical assistance from various U.S. and other government agencies; international, regional and multilateral institutions; non-profit and/or non-governmental organizations; academic institutions; foundations; and other sources.
- Identify projects that are qualified for grants from various U.S. government agencies and from other foreign governments, and apply for such grants;
 - Seek financial and technical support from international, regional and multilateral institutions such as the Asian Development Bank and the Secretariat of the Pacific Community, and from academic institutions and foundations;
 - Coordinate with the U.S. Department of Energy and other government agencies on the monitoring and status of Runit Dome;
 - Explore the possibility of re-engaging the U.S. Department of Defense on the clean-up and use of the northern part of Enewetak.
 - Perform such other related tasks as required by the Mayor.
5. Assist the Government in identifying, exploring, negotiating and consummating commercial development opportunities.