

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 FARA Unit in Washington, DC. Statements are also available online at the FARA 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 online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 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, FARA 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 Arnold & Porter Kaye Scholer LLP	2. Registration Number 1750
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3. Name of Foreign Principal
Government of the Federated States of Micronesia

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, and the fees and expenses, if any, to be received.
- 7. What is the date of the contract or agreement with the foreign principal? 04/18/2025
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

According to the terms and conditions in the attached contract renewal, the Registrant will continue to provide legal and advisory services to the Foreign Principal for an additional 6-month period at the fixed monthly fee of \$72,500.

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

The Registrant provides legal and advisory services to the Foreign Principal, including rendering advice to the Foreign Principal regarding legal and administrative issues arising from the Compact of Free Association between the Federated States of Micronesia and the United States, including economic and financial matters, grants administration, program services, immigration, and security and defense. The Registrant renders advice to the Foreign Principal concerning representation before and relationships with the legislative and executive branches of the U.S. federal government, including congressional committees and executive agencies with responsibility for the matters listed above and other matters that relate to the Foreign Principal. Further, the Registrant provides advice regarding the development and enhancement of the Foreign Principal's relationships with the U.S. Congress and Executive Branch and provides advice and assistance to the Foreign Principal in dealing with other governments, international organizations and nonprofit organizations.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.¹

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 response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

In the course of rendering the services disclosed in the response to the previous question, the Registrant may engage in political activities, including but not limited to, organizing and attending meetings with U.S. Government officials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "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.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.


EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
07/18/2025	Deborah A. Curtis	<input data-bbox="889 457 954 485" type="text" value="Sign"/> /s/Deborah A. Curtis
_____	_____	<input data-bbox="889 541 954 583" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 954 672" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 718 954 760" type="text" value="Sign"/> _____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
July 18, 2025	Deborah A. Curtis	
_____	_____	_____
_____	_____	_____
_____	_____	_____

Arnold & Porter

Samuel M. Witten
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+1 202.942.5999 Fax

April 17, 2025

The Honorable Jackson T. Soram
FSM Ambassador to the United States
Embassy of the Federated States of Micronesia (FSM)
1725 N St, NW
Washington D.C. 20036
(202) 223-4383

Re: Representation of the Federated States of Micronesia - Contract Extension
for April through October 2025

Dear Ambassador Soram:

We are very pleased that the Government of the Federated States of Micronesia (the "FSM") has decided to continue to engage Arnold & Porter Kaye Scholer LLP, a Delaware limited liability partnership (the "Firm"), to provide legal and advisory services to the Government. The Firm's initial contracts with the FSM were for two years starting on October 18, 2016; three years starting on October 18, 2018; one year starting on October 18, 2021; one year starting on October 18, 2022; and one year starting on October 18, 2023; and six months starting October 18, 2024. With the exception of the matters discussed below, this letter when signed by both parties will constitute an extension of the terms of the attached prior engagement letters.

The FSM and the Firm agree to update the terms of the Firm's engagement so that it extends for an additional six-month extension from April 18, 2025 through October 17, 2025, (the "Extension Period"). The FSM agrees to pay the rate of \$72,500 as a fixed monthly fee for professional services during the Extension Period, for a total of \$435,000 in professional fees for the Extension Period. The professional fees agreed to in this letter may be adjusted at any time by joint agreement between the FSM and the Firm, including in connection with any future extensions of our engagement after the Extension Period. As provided in our prior engagement letters, the FSM will also reimburse the Firm for its actual expenses for travel and other expenses under this agreement.

The Extension Period in this agreement may be extended beyond October 17, 2025, upon mutual written agreement in the future.

It is the Firm's understanding that the FSM Embassy to the United States will be managing this agreement on behalf of the FSM during the Extension Period.

Arnold & Porter

April 17, 2025
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We are deeply honored to be able to continue to assist the FSM at this important period in its history.

Sincerely,



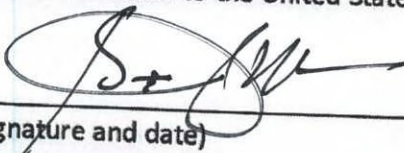
Samuel M. Witten

Attachments:

- A&P Anticipated Work during FY 2025 FSM Contract
- Prior Engagement Letters

ACCEPTED AND AGREED TO:

The Honorable Jackson T. Soram
FSM Ambassador to the United States

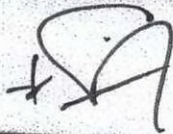


(signature and date)

Arnold & Porter

April 17, 2025
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Additional signatures for the Federated States of Micronesia



Secretary of Finance and Administration
(signature and date)



Secretary of Justice
(signature and date)