U.S. Department of Justice
Washington, DC 20530

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

OMB NO. 1105-0003

Privacy Act Statement. 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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, Criminal 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

Patton Boggs, L.L.P.
2550 M Street, N.W.
Washington, D.C. 20037

2. Registration No.

2165

3. Name of foreign principal

Republic of Turkey

4. Principal address of foreign principal

1714 Massachusetts Avenue, N.W.
Washington, D.C. 20036

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:

☐ Partnership ☐ Committee

☐ Corporation ☐ Voluntary group

☐ Association ☐ Other *(specify)* _____

☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant. Prime Ministry of the Republic of Turkey

b) Name and title of official with whom registrant deals. Ambassador Murat Sungar

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 N/A

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.)*

N/A

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.

N/A

Date of Exhibit A	Name and Title	Signature
October 3 ,1997	Thomas Hale Boggs, Jr. Managing Partner	

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an amended

OMB No. 1105-0007

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.

Privacy Act Statement. 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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, Criminal 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.
Patton Boggs, L.L.P. 2550 M Street, N.W. Washington, D.C. 20037	2165

3. Name of Foreign Principal

Government of the Republic of Turkey

020069

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. N/A

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. N/A

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

Assist the principal through provision of legal and legislative advice and counseling on matters involving the enhancement of domestic and international business relations; public and government relations; and political and security relations with the United States Government.

Formerly OBD-65

FORM CRM-155
SEP. 1996

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

Such activities as may be requested by the principal, including legal and legislative counseling as well as possible representation before Congress and the Executive Branch.

9. Will the activities on behalf of he 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.

Activities may include preparation of memoranda and other legal and policy materials for presentation to Congressional and Executive Branch officials.

Date of Exhibit B	Name and Title	Signature
October 3, 1997	Thomas Hale Boggs, Jr. Managing Partner	

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 interests, policies, or relations of a government of a foreign country or a foreign political party.

REPRESENTATION AGREEMENT

This Representation Agreement (this "Agreement") is made and dated as of September 15, 1997 (the "Effective Date"), between **Republic of Turkey** (the "Client"), and **Patton Boggs, L.L.P.**, a District of Columbia limited liability partnership ("PBLLP").

In consideration of the mutual covenants contained in this Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Engagement; Services.

1.1. General. This Agreement sets forth the terms and conditions by which the Client engages PBLLP, and PBLLP hereby accepts such engagement, to: provide counseling to the Client for all matters of a legal nature; represent the Client, when required, on specific legal matters; provide legal and legislative counseling on specific economic and commercial matters concerning the Client, enhance the Client's domestic and international business relationships; provide public and government relations services; and provide trade advice.

1.2. PBLLP's Availability. PBLLP shall use its best efforts and commit such time and resources as is necessary to ensure the proper and timely performance of its duties and service obligations under this Agreement.

1.3. Services. During the term of this Agreement, PBLLP will use its reasonable best efforts to represent, promote, and manage the Client's interests in connection with those matters set forth in Section 1.1 of this Agreement.

2. Term; Renewal; Termination.

2.1. The initial term of this Agreement and PBLLP's engagement hereunder shall be the twelve (12)-months beginning on the Effective Date ("Initial Term"), and it shall be automatically renewed for one (1) twelve (12)-month period following the expiration of the Initial Term unless either party gives the other notice of termination in writing forty-five (45) days prior to the termination of the Initial Term.

2.2. Notwithstanding anything to the contrary set forth in this Agreement, either party may terminate this Agreement upon forty-five (45) days' written notice to the other.

3. Compensation.

3.1. In consideration of the services to be performed by PBLLP hereunder, the Client agrees to pay PBLLP the sum of Two Million United States Dollars (U.S. $2,000,000) for the term of this Agreement.

3.2. In addition to the compensation set forth in Section 3.1., hereof, in the event that PBLLP, at the Client's request, represents the Client in matters involving litigation or any other form of conflict resolution, the Client agrees to pay to PBLLP, PBLLP's normal hourly billing rates as compensation for litigation services performed by PBLLP on behalf of the Client. Under this section 3.2, PBLLP agrees that normal legal services, including review of the Client's legal documents and contracts dealing with matters within the scope of this Agreement are a part of this Agreement and not subject to the hourly billing rates which are a part of the litigation billing rates of this section 3.2.

3.3. PBLLP agrees to submit a monthly activity report to the Prime Ministry in Turkey, and to the Embassy of the Republic of Turkey in Washington, D.C., detailing its work for the previous month.

4. Payment.

4.1. The Client agrees to pay to PBLLP the sum of Two Million United States Dollars (U.S. $2,000,000) in advance retainer payments as follows:

a. One Million United States Dollars (U.S. $1,000,000) payable no later than September 30, 1997;

b. Five Hundred Thousand United States Dollars (U.S. $500,000) payable no later than April 15, 1998; and

c. Five Hundred Thousand United States Dollars (U.S. $500,000) payable no later than July 15, 1998.

4.2. All retainer payments shall be remitted via wire transfer of immediately available funds to the account set forth below, or to such account(s) designated by PBLLP in writing:

Bank: Riggs Bank, NA
Address: 800 17th Street, N.W.,
Washington, D.C. 20074-0114
A.B.A. #: 054 000 030
Account #:17218620
Details: Republic of Turkey; J. Gordon Arbuckle, Esq.

5. Miscellaneous.

5.1. Confidentiality. PBLLP acknowledges its responsibilities, both during and after the term of this Agreement, and any renewal thereto, to use all reasonable and legally permissible efforts to preserve the confidentiality of any proprietary or confidential information developed by PBLLP on behalf of the Client or disclosed by the Client to PBLLP.

5.2. Parties and Interests; Assignment. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Client and PBLLP. Neither the Client nor PBLLP shall assign all or any part of this Agreement without the other party's prior written consent. Notwithstanding the foregoing sentence, PBLLP may subcontract certain of its obligations hereunder; provided, however, that PBLLP shall remain fully responsible for the proper and timely performance of such obligations to the same extent as if it performed the obligations itself.

5.3. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter of this Agreement, and all prior agreements, understandings, restrictions, warranties or representations, whether written or oral, between the parties are hereby superseded by and merged into this Agreement.

5.4. Choice of Law. The laws of the Republic of Turkey in any interpretation or litigation regarding this Agreement.

5.5. Waiver and Amendment. No provision hereof may be waived unless it is in writing and signed by all the parties hereto. A waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein. This Agreement may only be amended by a written agreement executed by the parties hereto.

5.6. Conflicts. The Client recognizes that PBLLP provides a wide array of legal services to many clients around the world, including but not limited to, legislative and administrative representation on matters that may from time-to-time affect the Client's interests, directly or indirectly. Accordingly, the parties hereto agree that such representation by PBLLP of other clients that might be deemed to create a conflict with the Client's interests will be undertaken subject to a separate agreement between the parties hereto or their authorized representatives. Notwithstanding anything to the contrary in this Agreement the parties hereto agree that, in accordance with all applicable laws, PBLLP at its sole discretion may receive fees and/or commissions from its representation of any commercial entity under contract, now or in the future, to do business with the Republic of Turkey. In the event that PBLLP becomes aware of a potential conflict of interest, then PBLLP shall, in good faith, notify the Client in a timely manner of such potential conflict and in the event that the Client becomes aware of a potential conflict of interest, then the Client shall, in good faith, notify PBLLP in a timely manner of such potential conflict.

5.7. Execution of this Agreement. The execution and transmission of this Agreement by telecopy shall be deemed an original.

5.8. Representations and Warranties of the Client. The Client hereby represents and warrants to PBLLP that the undersigned has full power and authority to enter into this Agreement on behalf of the Client and to carry out the transactions contemplated hereby. This Agreement, when executed by the undersigned on behalf of the Client, will constitute a legal, valid and binding agreement of the Client enforceable against the Client in accordance with its terms.

5.9. Representations and Warranties of PBLLP. PBLLP hereby represents and warrants to the Client that the undersigned has full power and authority to enter into this Agreement on behalf of PBLLP and to carry out the transactions contemplated hereby. This Agreement, when executed by the undersigned on behalf of PBLLP, will constitute a legal, valid and binding agreement of PBLLP enforceable against PBLLP in accordance with its terms.

5.10. Ownership of Materials. All materials produced at the Client's expense by PBLLP shall be the property of the Client upon receipt by PBLLP of payment in full.

5.11. Inspection. The Client may inspect, at the appropriate PBLLP office, all correspondence, contracts, books, accounts, and other materials prepared or held by PBLLP that are directly related to its performance of this Agreement. Inspections may be made during PBLLP's regular business hours upon five (5) business days' prior written notice to PBLLP.

5.12. Foreign Agents Registration Act. PBLLP will be responsible for and bear all costs and fees for the legally required filings in connection with the Foreign Agents Registration Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above in two (2) copies both in English, each being equally authentic.

FOR THE MINISTRY OF STATE
THE REPUBLIC OF TURKEY:

By: _____
Name: CAVIT KAVAK
Title: Minister of State
Date: 24.9.1997

FOR PATTON BOGGS, L.L.P.:

By: _____
Name: J. G. Archuleta
Title: Partner
Date: 9-15-97

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