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OMB No. 1124-0006; Expires June 30, 2023

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 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 in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 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
Greenberg Traurig, LLP

2. Registration Number
5712

3. Primary Address of Registrant
2101 L Street, NW
Suite 1000
Washington, DC 20037

4. Name of Foreign Principal
Turkish Aerospace

5. Address of Foreign Principal
Fethiye Mahallesi, Havac1hk Bulvan, No:17,
Kahramankazan, 06800, Ankara, Turkey

6. Country/Region Represented
Republic of Turkey

7. Indicate whether the 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 _____

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

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

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.

Received by NSD/FARA Registration Unit 07/24/2020 10:16:30 PM

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

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

10. 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.

Manufacturer of aerospace and defense systems.

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 ☒

11. Explain fully all items answered "Yes" in Item 10(b).

54.49% of the foreign principal is owned by the Turkish Armed Forces Foundation and 45.45% of Turkish Aerospace is owned by the Presidency of Defense Industries. Both entities are under the purview of the Republic of Turkey's Ministry of National Defense.

12. 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.

Received by NSD/FARA Registration Unit 07/24/2020 10:16:30 PM

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 24, 2020	Robert J. Mangas	/s/ Robert J. Mangas eSigned

Received by NSD/FARA Registration Unit 07/24/2020 10:16:30 PM

Received by NSD/FARA Registration Unit 07/24/2020 10:16:25 PM

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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 in print and 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	2. Registration Number
Greenberg traurig, LLP	5712

3. Name of Foreign Principal

Turkish Aerospace

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. What is the date of the contract or agreement with the foreign principal? 7/16/2020

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

The registrant will provide lobbying services to the foreign principal with regard to executive and legislative review under the Arms Export Control Act.

Received by NSD/FARA Registration Unit 07/24/2020 10:16:25 PM

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

The registrant will provide lobbying services to the foreign principal with regard to executive and legislative review under the Arms Export Control Act by engaging Members of Congress and their staffs, executive branch officials, and various third-party thought leaders.

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.

The registrant will provide lobbying services to the foreign principal with regard to executive and legislative review under the Arms Export Control Act by engaging Members of Congress and their staffs, executive branch officials, and various third-party thought leaders.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

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

12. During the period beginning 60 days prior to the obligation to register[3] 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 ☒

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
		Total	

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

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.

Received by NSD/FARA Registration Unit 07/24/2020 10:16:25 PM

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 24, 2020	Robert J. Mangas	/s/ Robert J. Mangas eSigned

Received by NSD/FARA Registration Unit 07/24/2020 10:16:25 PM

Received by NSD/FARA Registration Unit 07/24/2020 10:16:25 PM

GT GreenbergTraurig

SERVICES AGREEMENT

THIS AGREEMENT is made between TUSAŞ Türk Havacılık ve Uzay Sanayi A.Ş. (dba "Turkish Aerospace") an Anonim Şirket ("corporation") incorporated under the laws of the Republic of Turkey with its principal place of business located at Fethiye Mahallesi, Havacılık Bulvarı, No:17, Kahramankazan, 06800, Ankara, Turkey (hereinafter referred to as the "Client" or "you" and Greenberg Traurig, LLP, a company incorporated under the laws of Florida with its principal place of business located in New York ("GT).

1. **Term**

This Agreement shall be for 4 months, commencing on 15 July 2020 and expiring on 15 November 2020. Its terms may be renewed for additional successive 7 months periods upon the explicit written assent of both parties.

2. **Services**

GT agrees to provide lobbying services to Client with regard to the review by the Executive and Legislative branches of the United States under the Arms Export Control Act ("Services"). These services shall include, but not be limited to:

- Conducting meetings with all relevant Committees in Congress, including meetings with the Chairmen, Ranking Members and the members of Senate Foreign Relations Committee and House Foreign Affairs Committee to ensure United States legal and governmental compliance for the sale of helicopter parts for the T129 ATAK helicopter to the Pakistan Army Aviation Corps (PAAC) or to any other third party.

- Promptly notifying the Client regarding any action in Congress, Senate or the Executive Branch on issues of importance to T129 ATAK helicopter's LHTECH-CTS800-4A engine re-export license.

  The underlined parts of the last two paragraphs above constitutes the "Subject Matter" of and shall be hereinafter referred to as such in this Agreement.

- Meeting with labor unions in order to make them speak about the employment opportunities which will be created as a result of issuance of engine re-export license.

- Engaging directly with the executive branch of the U.S. Government, including the White House, Department of State, Department of Defense and Department of Commerce in order to conclude this process in favor of the Client.

Received by NSD/FARA Registration Unit 07/24/2020 10:16:25 PM

Received by NSD/FARA Registration Unit 07/24/2020 10:16:25 PM

3. Client

The client for this Engagement is Turkish Aerospace Industries, Inc., and only that entity. Because of the proliferation of entities partially or wholly owned or owning other entities, and the confusion and problems this creates vis-a-vis potential ethical and business conflicts of interest, GT does not and will not regard an affiliate of a client entity (i.e., parent, subsidiary or other entity or other entity partially or wholly owned by or owning it) or a person owning or connected with the client (e.g. officer, director, member, partner, shareholder, owner, employee, etc.) as a client of GT for any purpose unless a client-lawyer relationship has been established by an express written understanding as to that matter and that specific entity or person. Similarly, GT will not regard a representation that is adverse to such an affiliate or person as adverse to the Client being represented by GT under this Agreement (or any other matter to which it applies). Accordingly, if there such an affiliate or person that you wish GT to regard as a client under this Agreement or otherwise for conflict purposes, please specify it or him/her before you and we sign this Agreement; if such entity or person is not expressly accepted by us in writing as a client, it or he/she will not be a client.

4. Personnel and Other Service Providers

a) It is anticipated that the Services described above to be provided by GT will be performed primarily by Randy Forbes, Albert Wynn, Laurie McKay, and Robert Mangas. Others from GT may also be involved to assist as necessary.

b) GT will retain the services of Capitol Counsel LLC to serve as a subcontractor on this matter according to the following terms:

- Term of Subcontract: The subcontract shall commence on 15 July 2020 and expire 15 November 2020, subject to subsequent renewal upon the mutual assent of the parties.

- It is understood that Capitol Counsel LLC shall have the same obligations as Greenberg in this Agreement and that Greenberg and Capitol Counsel LLC have pledged to work together amicably.

- It is anticipated that the Services described above to be provided by Capitol Counsel will be performed primarily by Charles Boustany, Towner French, and Allegra Han. Others from Capitol Counsel may also be involved to assist as necessary. Payment to Capitol Counsel for these Services will be the responsibility of GT.

- For the avoidance of doubt, such subcontracting of Services shall not relieve GT from any liability or obligation set forth in this Agreement. GT shall at all times remain for all acts and omissions of Capitol Counsel LLC and shall procure that Capitol Counsel LLC shall comply at all times with the terms of this Agreement.

Received by NSD/FARA Registration Unit 07/24/2020 10:16:25 PM

Received by NSD/FARA Registration Unit 07/24/2020 10:16:25 PM

5. Fees & Expenses

The fee for the services described in Section (2) to be performed by GT and the subcontractor listed above is a monthly retainer in the amount of $ 25,000 per month beginning on 15 July 2020. As explained in the Billing Policies, Client will be responsible for the expenses incurred, which are generally limited to local transportation costs. Any other extra expenses incurred will require the preapproval of the Client. Prior to the payment of fees, Greenberg shall submit a written report to the Client about its work during the preceding period as described in Section (8) below.

6. Registration and Filing

Because this representation involves lobbying, GT anticipates that they will be required to register and to file regular reports with the Department of Justice pursuant to the Foreign Agents Registration Act.

7. Conflicts

GT, as a law firm, represents a broad group and spectrum of clients in a variety of legal matters. Accordingly, conflicts of interest or potential conflicts may arise that, absent an effective conflicts waiver, may adversely affect your ability and the ability of other clients or potential clients to choose GT as counsel, and possibly preclude GT from representing you or them in pending or future matters. We wish to be fair to all clients, and to assure that they have the right and ability to use us or any other counsel of their choice. Accordingly, this Agreement confirms that:

a. Consent and Waiver: You are comfortable (after having had sufficient opportunity to consider, investigate and consult independent counsel to the extent you may wish) that you are adequately informed about the possibility and nature of such conflicts and potential conflicts and of the risks and consequences or potential consequences of them. Therefore, on the conditions stated below, to the fullest extent legally and ethically permissible, you have determined to and hereby confirm that you do: [i] waive any such actual or potential conflict; [ii] consent to GT's representation now or in the future of other present or future clients in any other matter (including without limitation transactions, litigation, and other legal or ethical proceedings or matters), whether or not on a basis adverse to you or any of your affiliates, except as stated below (a "Permitted Adverse Representation"); and [iii] promise for yourself or your affiliates not to assert that this Engagement or GT's Services or other representation of you or your affiliates is or should be a basis for disqualifying GT from representing any other party in any "Permitted Adverse Representation" or gives rise to or supports a claim of breach of duty against GT.

b. Conditions. The foregoing waiver and agreements are conditioned upon and limited by GT's agreement, undertaking and confirmation hereby, that GT: [i] will not represent others adversely to you in a matter involving the Subject Matter or substantially related to it or any other matter in which GT is representing or has represented you or your affiliates; [ii] will screen those attorneys representing you or your affiliates from those attorneys who will represent other clients adversely to you or your affiliates; [iii] will not use or disclose confidential information of you or your affiliates which is nonpublic and not known to such other clients adversely to you in any matter or otherwise as may not be permissible under applicable rules of professional conduct, other ethical rules or any written agreement by GT pertaining to such information. While GT may represent current or potential clients that you may consider to be competitors or whose business

Received by NSD/FARA Registration Unit 07/24/2020 10:16:25 PM

Received by NSD/FARA Registration Unit 07/24/2020 10:16:25 PM

interests are adverse to yours, consistent with applicable rules of professional conduct or other ethics rules or other law or rules relating to the Services and the foregoing, the team will not engage in federal lobbying before the Executive and Legislative Branches of the United States of America on the subjects covered by the Services on behalf of a another GT client with competing business interests adverse to you during the terms of this Agreement, without your written approval.

c. Continuation. Subject to the law and such ethical rules, these waivers and conditions apply to current and past conflicts and potential conflicts and will continue to do so in the future, including during or after termination of GT's representation of you as to the Subject Matter and you or your affiliates in this and any other engagement.

8. Weekly Reporting and Monthly Performance Assessment

GT shall provide weekly a written report to the Client explaining its work described in Section (2) on Client's behalf. Such reports need not include calculations of the time spent by the individual members of the GT and Capitol Counsel Team. Further, every month, or as often as Client may desire, GT shall present to Client a written assessment of its performance during the preceding period. If, upon reviewing the assessment, Client is not satisfied with GT's performance, Client may, at its sole discretion, terminate this Agreement according to the terms stated herein.

9. Termination

a) This Agreement shall terminate upon its natural expiration if not renewed.

b) Either party may terminate this Agreement at any time prior to its natural expiration subject to fourteen (14) days advance written notice. In this event, Client shall pay GT its pro-rata share of earned fees apportioned on a daily basis through the end of the notice period. Despite the 14 days notice period, GT shall cease performing Services within such period if so requested by the Client.

c) Should this Agreement terminate prior to its natural expiration, any fees paid to GT by Client that exceed the pro-rata share of earned fees apportioned on a daily basis up to the date of termination shall be refunded by GT to Client.

10. Choice of Law: This Agreement shall be governed by and construed and shall take effect in accordance with the Federal Laws of Switzerland without reference to its conflict of laws rules. Any dispute arising out this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by or more arbitrators appointed in accordance with said rules. All arbitration proceedings shall be conducted exclusively in the English language. The place of arbitration shall be Neuchatel City (Switzerland).

11. Power to Bind: Absent the express written consent of Turkey, neither GT nor its consultants and subcontractors have authority to bind the Client in any manner whatsoever.

12. Confidentiality: In addition to GT's obligations relating to the confidential information belonging to the Client in Section 7(b) above, GT shall not use or disclose to any third party such confidential information for any purpose whatsoever other than the performance of the Services set forth in

Received by NSD/FARA Registration Unit 07/24/2020 10:16:25 PM

Received by NSD/FARA Registration Unit 07/24/2020 10:16:25 PM

Section 2. GT may disclose such confidential information only to those of its employees and internal contractors who need to know such information.

13. **Representations and Undertakings of GT:** GT, being a law firm and the party of this Agreement rendering lobbying services and thus, familiar with the US laws and international laws on lobbying activities, hereby declares and undertakes that as of the date of signature of this Agreement;

(a) this Agreement is a valid and binding agreement under the applicable laws, and GT shall perform its obligations under this Agreement in accordance with such laws, and

(b) GT, its subcontractors and the persons specified in Sections 4(a) and 4(b) are duly authorized under the relevant laws to perform the obligations imposed on them under this Agreement and any other agreement between themselves and GT and/or Capitol Counsel LLC, and

(c) The rights and obligations of GT under this Agreement are legal, valid and binding under the relevant laws, and

(d) In case of change or occurrence conditions that lead to a likelihood of change in the conditions set forth in (a), (b) and (c) of this Section 13, GT shall immediately notify the Client of the same and advise the Client as to the measures to be taken in order to avoid Client's or its affiliates', stockholders', directors', officers', employees', agents', representatives', affiliates', customers' being subject to any loss, fines, fees, indemnity or sanctions under the relevant laws due to such change.

14. **Notices:** All notices and other communications required under this Agreement shall be in writing addressed as set forth below:

GT

- Mailing Address: Greenberg Traurig, LLP
  2101 L Street, NW
  Suite 1000
  Washington, D.C. 20037
- Point of Contact (PoC): Robert Mangas, Co-Managing Shareholder
- E-mail of PoC: mangasr@gtlaw.com

Client

- Mailing Address: Fethiye Mahallesi, Havacılık Bulvarı, No:17, Kahramankazan, 06800, Ankara, Turkey
- Point of Contact (PoC): Serdar DEMİR, *VP of Corp. Marketing and Communications*
- E-mail of PoC: serdar.demir@tai.com.tr

Until and unless a party (sending party) has received a written notice that the other party's (recipient party) address has changed, any notice which is sent to recipient party's address stated in this Agreement or any other address notified to the other party in accordance with the terms of this Agreement shall be deemed properly served.
Any and all notices relating to termination, infringement or breach of this Agreement, request of consent, notice of payment and request of compensation for any kind of loss shall be in writing

Received by NSD/FARA Registration Unit 07/24/2020 10:16:25 PM

Received by NSD/FARA Registration Unit 07/24/2020 10:16:25 PM

and shall only be sent by registered mail (certified and return receipt required) or via notary public, to the address of the other party or shall be delivered personally or by courier against a receipt stating the date of delivery and signed by the recipient at the address of the other party.

All other communications between the parties relating to the performance of this Agreement may be sent by fax or e-mail to the fax numbers and e-mail addresses indicated herein below or to those notified from time to time by either party to the other in writing.

15. **Amendments:** All amendments to this Agreement shall be in writing, signed by duly authorized representatives of each party.

16. **Survival:** Notwithstanding anything herein to the contrary, Sections 12 and 13 and any other provisions which by their nature should survive termination or expiration of this Agreement, shall so survive.

17. **No Waiver:** The waiver by the Client of any of its rights under this Agreement shall be in writing, and any delay or failure, single or partial by either party in exercising any rights under this Agreement or applicable law shall not be construed as a waiver of such rights. The waiver of any right under this Agreement by Client shall not be construed as a waiver of the same right at a future time or as a waiver of any other right under this Agreement.

FOR TURKISH AEROSPACE INDUSTRIES, INC

By: Temel KOTİL — Date: 7/16/2020

By: Serdar DEMİR — Date: 7/16/2020

FOR GREENBERG TRAURIG LLP

Robert Mangas

By: Robert MANGAS — Date: 7/15/2020

Received by NSD/FARA Registration Unit 07/24/2020 10:16:25 PM