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OMB No. 1124-0003; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

Amendment to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents 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 .75 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
Capitol Counsel LLC	6328

3. This amendment is filed to accomplish the following indicated purpose(es):

☒ To give a 10-day notice of change in information as required by Section 2(b) of the Act.

☐ To correct a deficiency in

- ☐ Initial Statement
- ☐ Supplemental Statement for the 6 month period ending _____
- ☐ Other purpose *(specify)* _____

☐ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Exhibit B (with attachment)

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains.

New contract agreement for Republic of Turkey (through Greenberg Traurig LLP).

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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 Amendment to Registration Statement, 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[1]	
February 03, 2020	John D. Raffaelli	/s/ John D. Raffaelli	eSigned

[1] This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

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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
Capitol Counsel LLC	6328

3. Name of Foreign Principal

Republic of Turkey (through Greenberg Traurig LLP)

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? 1/24/2020 signed

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

Registrant is a subcontractor of Greenberg Traurig LLP. There is no formal written contract between the Registrant and the foreign principal. See attached Services Agreement, signed by the Registrant and Greenberg Traurig LLP.

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

Refer to the updated Services Agreement attached.

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 or dissemination of informational materials.

Refer to the updated Services Agreement attached.

11. Prior to the date of registration[2] for this foreign principal did the registrant engage in any activities, including political activities, for or render any services to 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.

Information previously disclosed on the Supplemental Statement filed on December 30, 2019.

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

Date	Contact	Method	Purpose
	Information previously disclosed on the Supplemental Statement filed on December 30, 2019.		

12. During the period beginning 60 days prior to the obligation to register[3] this foreign principal, did the registrant receive from the foreign principal any contribution, income, money, or thing of value either as compensation on, 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
	Information previously disclosed on the Supplemental Statement filed on December 30, 2019.		

Total

13. During the period beginning 60 days prior to the obligation to register[4] this foreign principal, did the registrant spend or disburse any money in furtherance of or in connection with its activities on behalf of 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	To Whom	Purpose	Amount
	Information previously disclosed on the Supplemental Statement filed on December 30, 2019.		

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.

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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 Exhibit B to Registration Statement, 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
February 03, 2020	John D. Raffaelli	/s/ John D. Raffaelli eSigned

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GT GreenbergTraurig

15 January 2020

The Honorable Charles Boustany
Capitol Counsel LLC
700 13th Street, NW, 2nd Floor
Washington, DC 20005

Dear Congressman Boustany:

Greenberg Traurig LLP ("Greenberg") has been engaged by the Government of the Republic of Turkey ("Turkey") to provide, as an independent contractor, lobbying and government relations services to Turkey, in accordance with the provisions of an agreement between Turkey and Greenberg ("Services Agreement"). An executed copy of the Services Agreement is attached as Appendix 1. The provisions of the Services Agreement are incorporated herein and made a part hereof.

With this agreement, Greenberg is engaging Capitol Counsel LLC ("Capitol Counsel") to provide, as a subcontractor to Greenberg, certain of the services that are to be provided by Greenberg to Turkey in accordance with the provisions of the Services Agreement. The services to be provided by Capitol Counsel consist of the services identified and described in Appendix 2 and such other services as Greenberg and you may agree from time to time.

The term of Capitol Counsel's engagement as a subcontractor is January 15, 2020 until December 31, 2020. The engagement may be terminated by Greenberg or by you at any time by notice delivered to the other 14 days in advance of the effective date of termination.

As compensation for the services rendered by Capitol Counsel during the period of your engagement, Greenberg will pay Capitol Counsel an annual total of $432,000.00, payable quarterly in four equal installments as specified in the attached Services Agreement. The amount of the fees payable to Capitol Counsel in or for any month in which the termination of the engagement occurs will be prorated on the basis of the number of days in that month prior to the effective date of termination.

Greenberg and Turkey, in accordance with the provisions of the Services Agreement, have agreed the amounts due as fees for services performed by Greenberg and by Capitol Counsel as a subcontractor to Greenberg will be paid to Greenberg by Turkey in four installments. Capitol Counsel agrees that the obligation of Greenberg to make quarterly payments is contingent upon the receipt of payment from Turkey. The fees due Capitol Counsel as compensation for the services rendered in each period or portion thereof will be paid to you by Greenberg not more than ten days after the receipt by Greenberg from Turkey of the amount due as fees for services rendered by Greenberg and by you in that period.

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Unless and except as Greenberg and Capitol Counsel otherwise agree, all costs and expenses incurred by you in the performance of the services to be provided by you in the period of your engagement will be borne and paid by you.

The relationship between Greenberg and you will be that of independent contractor and not that of partners, joint venturers, principal and agent or otherwise. Without the prior consent of the other, neither will be authorized to bind or obligate the other or, except as provided herein and in the Services Agreement, to act for or on behalf of the other.

Capitol Counsel has represented to Greenberg that Capitol Counsel's engagement by Greenberg, and the performance of the services to be rendered by Capitol Counsel as a subcontractor, do not and will not constitute a default or breach of the provisions of any agreement or contract between Capitol Counsel and any other person or a violation of any fiduciary or other obligation or duty of Capitol Counsel to any other person.

In the event of any dispute arising under or related to this agreement, Capitol Counsel and Greenberg Traurig agree to submit the Matter to a single arbitrator in Washington, DC selected by the two parties, and if no agreement can be reached then an arbitrator selected by the American Arbitration Association ("AAA"). The arbitration is to be conducted in accordance with Commercial Arbitration Rules of the AAA, using the law of the District of Columbia (other than its conflict laws), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that arbitration under this paragraph shall provide the exclusive means for resolving any dispute arising under or relating to this agreement, including the services performed thereunder.

Capitol Counsel agrees to comply with and to be bound by all of the provisions of the Services Agreement that are applicable to Capitol Counsel as a subcontractor to Greenberg.

All notices, consents, and other communications by, to and between Greenberg and Capitol Counsel hereunder will be in writing and will be deemed to have been given or delivered and received when personally delivered, or when delivered, and receipt confirmed, by a nationally recognized overnight courier service, when mailed by certified mail, postage prepaid and return receipt requested, or when transmitted, and receipt confirmed, by facsimile or electronic mail to Greenberg Traurig LLP at 2101 L Street, NW, Suite 1000, Washington, DC 20037, Facsimile Number (202) 331-3101 or Email Address: mangasr@gtlaw.com Attention: Robert Mangas, and to The Honorable Charles Boustany c/o Capitol Counsel LLC, 700 13th Street, NW, 2nd Floor, Washington, DC 20005, Facsimile Number (202) 861-3219 or Email Address: cboustany@capitolcounsel.com or to either at such other address, facsimile number or email address as may be specified by notice to the other.

Neither Greenberg nor Capitol Counsel may assign the agreements contained herein or any interest therein without the consent of the other.

This letter contains all of the agreements between Greenberg and Capitol Counsel with respect to Capitol Counsel's engagement as a subcontractor to Greenberg.

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The invalidity or unenforceability of any provision of any of the agreements contained herein will not affect the validity or enforceability of any other provision.

These agreements will be performed in the District of Columbia and will be construed and enforced in accordance with the laws thereof than its rules with respect to conflicts of law.

The foregoing agreements and the rights and obligations of each of Greenberg and Capitol Counsel thereunder will survive the termination of Capitol Counsel's engagement as a subcontractor to Greenberg and will be binding upon and inure to the benefit of each of Greenberg and Capitol Counsel and its respective affiliates, successors and assigns.

Please acknowledge your approval and acceptance of the foregoing agreements by executing and returning to me one of the enclosed copies of this letter. This letter, when executed by you and returned to me, will constitute a binding agreement between Greenberg Traurig and Capitol Counsel that will be enforceable in accordance with its terms and that cannot be modified or amended or terminated except by written instrument executed by Greenberg Traurig and Capitol Counsel.

Sincerely,

Robert Mangas
Shareholder, Greenberg Traurig LLP

The Honorable Charles Boustany hereby acknowledges his approval and acceptance of the foregoing agreements between Capitol Counsel LLC and Greenberg Traurig LLP.

Date: 1/24/2020

By: _____
The Honorable Charles Boustany
Capitol Counsel LLC

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Appendix 2 - Services to be Provided by Capitol Counsel LLC

As a Subcontractor to
Greenberg Traurig LLP ("Greenberg") in its
Representation of the Government of Turkey
15 January 2020 through 31 December 2020

For the duration of the contract period, the subcontractor agrees to perform the following services at the direction of and in coordination with the Embassy of Turkey ("Embassy") and Greenberg (Team Leader):

1. Participate in weekly strategic planning sessions with Greenberg, other subcontractors and the Embassy to develop and fine tune an advocacy plan for the Executive and Legislative Branches in support of the Government of Turkey.

2. Carry out assignments, as directed, to educate and reeducate elected and appointed policymakers and opinion leaders about the Republic of Turkey, its strong friendship and continued support of United States diplomatic, foreign policy and military efforts, and the important strategic bilateral relationship between the United States and Turkey.

3. Solicit additional membership participation in the Congressional Caucus on Turkey.

4. Gather information about legislative activities and oversight hearings in the House and Senate and report back regularly to the Embassy through Team Leader.

5. Identify legislators and opportunities for positive congressional activities in support of Turkey's strategic relationship.

6. Propose and participate in events at the Embassy and other venues, as directed, in support of the advocacy plan.

7. Work with the Embassy's public relations team to identify opportunities for participation by the Ambassador and Embassy staff in conferences, speaking engagements, policy discussions, and other events to project Turkey's image and interests in Washington, DC.

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