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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

Capitol Counsel LLC

2. Registration Number

6328

3. Primary Address of Registrant

700 13th Street N.W., Suite 200
Washington, D:C 20005

4. Name of Foreign Principal

Turkish Aerospace Industries (through Greenberg Traurig LLP)

5. Address of Foreign Principal

Fethiye Mahallesi, Havacılık Bulvarı, 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

n/a

b) Name and title of official with whom registrant engages

n/a

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.



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

a) Name and title of official with whom registrant engages

n/a

b) Aim, mission or objective of foreign political party

n/a

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.

n/a

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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 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 | John D. Raffaelli | /s/ John D. Raffaelli eSigned |
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**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 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

Turkish Aerospace Industries (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? 7/15/2020

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



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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.

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 |
|---|---|---|---|

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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.

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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 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 | John D. Raffaelli | /s/ John D. Raffaelli eSigned |
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GT GreenbergTraurig

July 20, 2020

Towner French
Capitol Counsel LLC
700 13th Street, NW, 2nd Floor
Washington, DC 20005

Dear Towner:

Greenberg Traurig LLP ("Greenberg") has been engaged by TUSAŞ Türk Havacılık ve Uzay Sanayi A.Ş. (“Turkish Aerospace") to provide lobbying and government relations services. Greenberg agrees to provide lobbying services to Turkish Aerospace with regard to the review by the Executive and Legislative branches of the United States under the Arms Export Control Act (“Services”). 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 Turkish Aerospace.

The term of Capitol Counsel’s engagement as a subcontractor is July 15, 2020 until November 15, 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 $12,500.00 per month plus expenses. 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 Turkish Aerospace 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 Turkish Aerospace on a monthly basis. Capitol Counsel agrees that the obligation of Greenberg to make monthly payments is contingent upon the receipt of payment from Turkish Aerospace. The fees due Capitol Counsel as compensation for the services rendered in each month or portion thereof will be paid to you by Greenberg not more than ten days after the receipt by Greenberg from Turkish Aerospace of the amount due as fees for services rendered by Greenberg and by you in that month.

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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, 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.

Greenberg, 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 of interest may arise. 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 Greenberg'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; and [iii] promise for yourself or your affiliates not to assert that this Engagement is or should be a basis for disqualifying Greenberg from representing any other party or gives rise to or supports a claim of breach of duty against Greenberg.

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, D.C. 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.

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If the foregoing accurately and satisfactorily states the terms of our Engagement, please have the enclosed copy of this letter signed, and return it to us to confirm that and make this agreement effective. Thank you.

Sincerely,

Robert Mangas Robert Mangas
Shareholder, Greenberg Traurig LLP

**CONFIRMED AND AGREED**
**WITH CONSENTS AND WAIVERS GRANTED**

By: _____
Towner French
Capitol Counsel LLC

Date: July 20, 2020

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