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OMB No. 1124-0006; Expires July 31, 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 NW, Suite 200
Washington, DC 20005

4. Name of Foreign Principal

Republic of Turkey

5. Address of Foreign Principal

Embassy of the Republic of Turkey
2525 Massachusetts Avenue, NW
Washington, DC 20008

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

Ministry of Foreign Affairs, Republic of Turkey

b) Name and title of official with whom registrant engages

H.E. Ambassador Serdar Kilic, The Ambassador of Turkey to the United States

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

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.

n/a

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).

n/a

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 |
|---|---|---|
| December 21, 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

Republic of Turkey

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? 12/17/20 executed

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

The registrant continues to provide lobbying services to the foreign principal as outlined in the attached updated Services Agreement between Capitol Counsel LLC and the Republic of Turkey, and as reported originally on the February 3, 2020 registration amendment and Exhibit AB filing. The updated agreement is for the period November 1 - December 31, 2020 and executed as of December 17, 2020.



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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 and dissemination of informational materials.

The registrant continues to provide lobbying services to the foreign principal outlined in the attached updated Services Agreement and as reported originally on the February 3, 2020 registration amendment and Exhibit AB filing. The agreement is for the period November 1 - December 31, 2020 and executed as of December 17, 2020.

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.

n/a (This filing updates Exhibits AB filed February 3, 2020. The registrant's activities were reported on the June 29, 2020 Supplemental Statement. Subsequent activities will be reported on the year end 2020 Supplemental Statement.)

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

| Date | Contact | Method | Purpose |
|---|---|---|---|
| | n/a (This filing updates Exhibits AB filed February 3, 2020. The registrant's activities were reported on the June 29, 2020 Supplemental Statement. Subsequent activities will be reported on the year end 2020 Supplemental Statement.) | | |

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 |
|---|---|---|---|
| | n/a (This filing updates Exhibits AB filed February 3, 2020. The registrant's activities were reported on the June 29, 2020 Supplemental Statement. Subsequent activities will be reported on the year end 2020 Supplemental Statement.) | | |

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 |
|---|---|---|---|
| | n/a (This filing updates Exhibits AB filed February 3, 2020. The registrant's activities were reported on the June 29, 2020 Supplemental Statement. Subsequent activities will be reported on the year end 2020 Supplemental Statement.) | | |

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 |
|---|---|---|
| December 21, 2020 | John D. Raffaelli | /s/ John D. Raffaelli eSigned |
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CAPITOL COUNSEL

# SERVICES AGREEMENT

THIS AGREEMENT is made between the Government of the Republic of Turkey ("Turkey"), a foreign sovereign, and Capitol Counsel LLC ("Capitol Counsel").

1. Term: This Agreement shall be for 2 months, commencing 01 November 2020 and expiring 31 December 2020. Its terms may be renewed for additional successive one-year periods upon the explicit written assent of both parties.

2. Services: Capitol Counsel agrees to provide lobbying and government relations services to Turkey, which shall consist of those services ordinarily and customarily provided in representing a foreign sovereign before the United States Congress and Executive Branch. These services shall include, but not be limited to:

   (a) Proposing and pursuing passage of legislation and other U.S. government action that promotes Turkey's interests and provides a positive image of Turks, Turkey, and the United States-Turkey relationship;

   (b) Preserving and enlarging the Congressional Caucus on Turkey and Turkish Americans;

   (c) Educating Members of Congress and the Administration on issues of importance to Turkey;

   (d) Promptly notifying Turkey of any action in Congress or the Executive Branch on issues of importance to Turkey;

   (e) Preparing brief analyses of developments in Congress and the Executive Branch on particular issues of concern to Turkey;

   (f) Identifying official gatherings and social events to which Embassy personnel ought attend, including to the extent possible, obtaining the necessary invitations;

   (g) Identifying and/or arranging speaking engagements locally and nationally for Embassy personnel or their appointed or suggested proxies in settings that will improve Turkey's image and advance its causes on Capitol Hill. Such would be, if so directed by Turkey, coordinated with Turkey's public relations service provider[s]; and

   (h) Maintaining and forging alliances with other interest groups whose goals are similar to or shared by Turkey.

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3. Personnel and Other Service Providers:

(a) Except as noted below, Capitol Counsel shall compose its own team to achieve the best possible results in providing the services described above. It will provide Turkey at the earliest possible date a list of personnel, including an indication of their areas of expertise and/or how they will be utilized. This list will be updated from time to time as required.

(b) Capitol Counsel will retain the services of LB International Solutions LLC to serve as subcontractors on this matter according to the following terms:

i. Term of Subcontract: The subcontract shall commence on 01 November 2020 and expire 31 December 2020, subject to subsequent renewal upon the mutual assent of the parties.
ii. Fees for Subcontractor: LB International Solutions LLC shall be paid a fee of $47,903.00 for the term. The fees of the subcontractor shall be borne by Turkey and provided for in the fees remitted to Capitol Counsel (clause 4 below). Capitol Counsel is responsible for disbursing the fees to LB International Solutions LLC on a regular basis.
iii. It is understood that LB International Solutions LLC shall have the same obligations as Capitol Counsel in this Agreement and that Capitol Counsel and LB International Solutions LLC have pledged to work together amicably.

(c) Capitol Counsel may retain the services of additional subcontractors and consultants as deemed necessary to assist the firm. Such additional subcontractors and consultants may be retained and terminated at Capitol Counsel's discretion. Capitol Counsel shall be solely responsible for compensating any such additional subcontractors and consultants.

(d) Should for any reason Turkey request that Capitol Counsel discontinue the services of any subcontractor named in this Agreement, Capitol Counsel shall immediately terminate the relevant subcontract, applying the same terms described in Item 6 below.

(e) Capitol Counsel agrees to share information and work amicably with Turkey's other service providers as identified by the Turkish Embassy.

4. Fees: Turkey agrees to pay Capitol Counsel a total of $124,548.00 in US dollars for the services described in this Agreement to be performed by Capitol Counsel, the subcontractors listed above, and any additional subcontractors that it may retain. The payments to Capitol Counsel shall be made in the following installment: $124,548.00 no later than 31 December 2020. Prior to this payment, Capitol Counsel shall submit a written report to Turkey about its work during the preceding period as described in Section (7) below.

5. Additional Costs and Expenses: Should Capitol Counsel incur extraordinary costs and expenses on Turkey's behalf that are not otherwise contemplated in the fees described above, Turkey shall reimburse these costs provided that Turkey gives explicit advance approval.

6. Termination:

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

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(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, Turkey shall pay Capitol Counsel its pro-rata share of earned fees apportioned on a daily basis through the end of the notice period.

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

7. Monthly Reporting and Quarterly Performance Assessment: Capitol Counsel shall provide monthly a written report to Turkey succinctly describing its work on Turkey's behalf. Such reports need not include calculations of the time spent by the individual members of the Capitol Counsel team. Further, every three months, or as often as Turkey may desire, Capitol Counsel shall present to Turkey a written assessment of its performance during the preceding period. If, upon reviewing the assessment, Turkey is not satisfied with Capitol Counsel's performance, Turkey may, at its sole discretion, terminate this Agreement according to the terms stated herein.

8. Privileged Information: Capitol Counsel will use all permissible efforts to protect privileged communications or other confidential information developed by it or provided to it by Turkey during the term of this Agreement. This obligation shall survive the termination of this Agreement and any renewals for a period of not less than two years. Upon the termination of this Agreement and any renewals Turkey may request from Capitol Counsel the return of any documents or other information provided by Turkey.

9. Registration and Disclosure: Capitol Counsel and any subcontractors it may employ shall separately and individually comply with any and all restrictions and requirements, including filing and other disclosure, of the Foreign Agents Registration Act, the Lobbying Disclosure Act, the Ethics Reform Act of 1989, the Foreign Corrupt Practices Act, the Honest Leadership and Open Government Act, and other applicable laws and regulations of the United States and the District of Columbia.

10. Conflicts: Turkey acknowledges Capitol Counsel's breadth of practice, which may give rise to the potential that it may represent clients in unrelated matters whose interests are contrary to Turkey's. Nonetheless, even the appearance of a conflict could render unproductive the relationship contemplated by this Agreement. Therefore, Capitol Counsel shall endeavor not only to avoid actual conflicts, but the appearance of conflicts as well. It shall immediately assess whether it represents any clients whose interests are contrary to Turkey. If so, then it shall inform Turkey, and then Turkey and Capitol Counsel shall work together to determine whether and how to resolve any apparent or actual conflict. Only on a case-by-case basis will Turkey acknowledge that a concurrent representation in an unrelated matter is appropriate. In order to assist in the process of identifying potential conflicts, Capitol Counsel shall consult with the Turkish Embassy's legal counsel in identifying those issues, which, if addressed in other client matters, may present a conflict.

11. Choice of Law: This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Turkey. The Turkish Republic courts located in Ankara, Turkey shall be the venue for resolving any dispute related to the interpretation and application of this Agreement that cannot otherwise be settled amicably by the parties.

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

**FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY**

By: H.E. Serdar Kılıç
Turkish Ambassador to the United States

31 October 2020
Date

**FOR CAPITOL COUNSEL LLC**

By: C. Towner French
Partner

10/31/2020
Date

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