

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Winston & Strawn 1400 L Street, N.W. Washington, D.C. 20005	2. Registration No. 3869
3. Name of foreign principal Interbank Anonim Sirketi	4. Principal address of foreign principal Buyukdere Caddesi 108/C Esentepe, 80496 Istanbul, Turkey

5. Indicate whether your foreign principal is one of the following type:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual—State his nationality _____

6. 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 deals.

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

- a) Principal address
- b) Name and title of official with whom registrant deals.
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

International Banking

b) Is this foreign principal

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 whole by a foreign government, foreign political party, or other foreign principal Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

The foreign principal is owned and controlled by its various private shareholders.

Date of Exhibit A

January 4, 1994

Name and Title

John C. Kirtland, Esq.

Signature



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. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Winston & Strawn	Interbank Anonim Sirketi

Check Appropriate Boxes:

- The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 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 the expenses, if any, to be received.

INTERNAL SECURITY
SECTION
REGISTRATION UNIT

94 JAN -5 AM:42

DEPT OF JUSTICE

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

Registrant has performed and will continue to perform legal services that are exempt from FARA registration for principal in connection with the collection of a debt owed by the Government of Iraq. In addition, registrant will begin representing principal before the U.S. Congress with respect to H.R. 3221 and S. 1401.

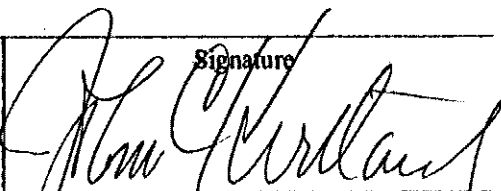
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant's activities may include meetings and telephone conferences with members and staff of Congress.

6. 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.

Please see answers to Items 4 and 5.

Date of Exhibit B	Name and Title	Signature
January 4, 1994	John C. Kirtland, Partner	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other 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.

WINSTON & STRAWN

FREDERICK H. WINSTON (1853-1886)
SILAS H. STRAWN (1891-1946)

1400 L STREET, N.W.
WASHINGTON, D.C. 20005-3502

(202) 371-5700

FACSIMILE (202) 371-5950

CHICAGO OFFICE
35 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60601
(312) 558-5800

NEW YORK OFFICE
175 WATER STREET
NEW YORK, NY 10038-4981
(212) 269-2500

ERIC L. HIRSCHHORN
(202) 371-5706

May 14, 1993

VIA FACSIMILE AND DHL COURIER

Mr. Kemal Koprulu
Senior Vice President
Interbank Anonim Sirketi
Buyukdere Caddesi 108/C
Esentepe, 80496 Istanbul
TURKEY

Dear Mr. Koprulu:

This will confirm that Interbank Anonim Sirketi (Interbank) has retained Winston & Strawn (W&S) to assist in recovering approximately \$20 million that is owed to Interbank by several Iraqi creditors. Funds that could be available to pay the Debt are on deposit in a blocked account at the Bank of New York.

Although W&S normally charges for professional services by the hour, we have agreed to accept this engagement on the following basis: Interbank will pay W&S a non-refundable initial fee of \$25,000 at the outset of the engagement. Interbank also will pay W&S fifteen percent of the gross amount of any recovery of the Debt obtained by Interbank, wholly or partly due to efforts of W&S made on or before December 31, 1994 (such date to be extendable upon mutual consent of Interbank and W&S).

The \$25,000 payment and the fifteen percent success fee will cover all professional services to be provided by W&S, but Interbank will be responsible for disbursements (e.g., postage, photocopying) at W&S's normal rates. We anticipate that most or all of our work on this matter will be performed in Washington, D.C., but some travel may be required and its cost will be treated as a disbursement.

Please be advised that we are engaging several consultants to assist us in this matter, and that some or all of such consultants' remuneration will be based upon the amount of success fee (if any) received by W&S. The compensation

RECEIVED
OFFICE OF JUSTICE
JAN 5 11:42 AM '94

Mr. Kemal Koprulu
May 14, 1993
Page 2

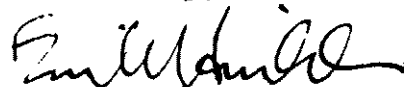
arrangements for such consultants will be with W&S, and Interbank will bear no responsibility for their remuneration.

Further information regarding fees and other important matters appears in the enclosed General Terms and Conditions, which you should read before agreeing to our engagement. In view of the special financial arrangements outlined above, the first paragraph of the General Terms and Conditions will not apply to this engagement. Please indicate your acceptance of the terms of this letter and the applicable General Terms and Conditions by signing and returning a copy of this letter.

Any work that Interbank may request of W&S, other than that specifically set forth above, will be at hourly rates and subject to all of the General Terms and Conditions unless Interbank and W&S agree otherwise.

We appreciate the chance to be of service and look forward to working with you.

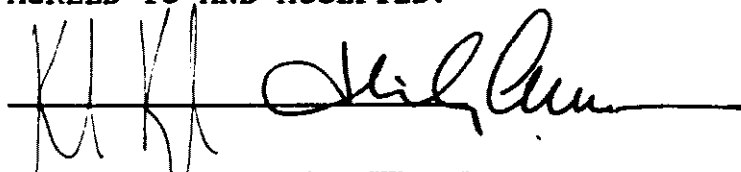
Sincerely,



Eric L. Hirschhorn

Enclosure

AGREED TO AND ACCEPTED:



INTERBANK AS
HEAD OFFICE