

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .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, 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 and Address of Registrant Pillsbury Winthrop Shaw Pittman LLP Four Embarcadero Center, 22nd Floor San Francisco, CA 94111	2. Registration No.  5198
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3. Name of Foreign Principal Khamis Khanjar and Sarmad Khanjar	4. Principal Address of Foreign Principal Al Radwan Company Mishmisheh Building 14 Ramadan Street, Mansur District Baghdad, Iraq
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5. Indicate whether your foreign principal is one of the following:

Government of a foreign country<sup>1</sup>

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other ( <i>specify</i> ) _____

Individual-State nationality Iraqi

6. 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 deals

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

a) Principal address  
N/A

b) Name and title of official with whom registrant deals

c) Principal aim

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.

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.

Khamis Khanjar is Founder and Secretary General, The Arab Project in Iraq. Sarmad Khanjar is the son of Khamis Khanjar.

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

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

N/A

### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A	Name and Title	Signature	Sign
June 10, 2019	Stephan E. Becker, Partner	/s/ Stephan E. Becker	eSigned

**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>.

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**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, 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  Pillsbury Winthrop Shaw Pittman LLP	2. Registration No.  5198
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3. Name of Foreign Principal  Khamis Khanjar and Sarmad Khanjar
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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. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide, on an ongoing basis, advice and support with legal and regulatory matters as well as public policy issues related to U.S. - Iraq relations.

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

See response to Item 7.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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 Registrant may engage in political activities on behalf of the foreign principal. The Registrant's activities may include communications on behalf of the foreign principal with relevant Executive Branch and Legislative Branch offices regarding issues of interest to Khamis Khanjar and Sarmad Khanjar.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
June 10, 2019	Stephan E. Becker, Partner	/s/ Stephan E. Becker eSigned

Footnote: "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.



Pillsbury Winthrop Shaw Pittman LLP  
1200 Seventeenth Street, NW | Washington, DC 20036 | tel 202.663.8000 | fax 202.663.8007

Matthew Oresman  
matthew.oresman@pillsburylaw.com

May 30, 2019

Khamis and Sarmad Khanjar  
Al Radwan Company  
Mishmishéh Building  
14 Ramadan Street  
Mansur District  
Baghdad, Iraq

Dear Mr. Khanjar:

This letter confirms that you, Khamis Khanjar and Sarmad ("you"), have engaged Pillsbury Winthrop Shaw Pittman LLP to advise and represent you in the matter described below and provides the terms and conditions of our engagement.

1. Scope of Engagement and Fees. You have asked us to represent you in connection with legal and regulatory matters, as well as public policy issues related to U.S.-Iraq relations.

Our billing policies and procedures, rates, charges for disbursements, and other standard terms of engagement are provided in the Addendum to this letter.

2. Identity of the Client. Unless agreed otherwise in writing, you will be our sole client in this engagement and we will not be representing any of your affiliated or constituent individuals or entities, such as any parent or subsidiary companies, directors, officers, founders, managers, general or limited partners, employees, members, or shareholders.

We understand that Al Radwan Company has agreed to pay all of Your attorney fees and costs. Any such agreement will not affect Your obligation to pay attorney fees and costs under this agreement. The issue raised by having a third party pay attorney fees is the potential or perceived potential that the third party may try to influence our handling of the matter to minimize costs or to achieve other goals. However, the fact that Al Radwan Company has agreed to pay some or all of Your attorney fees and costs will not make that Al Radwan Company a Pillsbury client, and that Al Radwan

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Company will have no right to instruct us in matters pertaining to the services we render to You. Unless You give written permission to discuss all or a portion of Your matters with Al Radwan Company, we will not disclose any confidential information to it. By signing this agreement, You consent to this arrangement and acknowledge that we have advised You of the advantages and disadvantages of this arrangement.

3. Pillsbury Marketing. You agree that we may list you as a client in our marketing materials and note the general nature of the matters where we have represented you. We will of course preserve any confidential information obtained during the course of our engagement.

4. Conflict of Interest in Joint Representation. Because we will be representing multiple clients in this engagement, the applicable rules of professional conduct require that we inform you of actual and potential conflicts of interest in joint representation and obtain your informed written consent to that joint representation. We have discussed with you the areas of potential conflicts which are briefly referred to below. In light of these potential conflicts, we need the written consent of both of you.

Based on the information you have provided to us, we do not believe that this representation of joint clients involves an actual conflict of interest. If either of you is aware of an actual conflict of interest, please let us know immediately.

Even though there may be no actual conflict, there are potential conflicts. As we have discussed with you, differences in your respective financial resources, prior experience, interests and objectives could make one approach to our responsibilities more favorable to one of you than to the other, or could lead to disputes between you. For example, if we were to represent only one client, rather than both of you, we might be able to obtain more favorable treatment for that one. Because we will be representing both of you, it will be necessary to balance the interests of all parties rather than asserting the interests of only one party.

A joint representation also has implications for confidentiality and the attorney-client privilege. As for the attorney-client privilege, the prevailing rule is that as between commonly represented clients, the privilege does not attach. Hence, should any future dispute between you concerning the matter on which you have engaged us to represent you lead to litigation, the privilege may not protect communications that were commonly shared. As to confidentiality, neither of you should have any expectation that information provided to us in connection with this engagement will be kept confidential from the other. Because we will have the same duty of loyalty to each of you, such information will be shared and we might have to withdraw if one of you decides that some matter material to the representation should be kept from the other.

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In the event of a material dispute arises between you regarding the Engagement, you agree that we may continue to represent Khamis Khanjar and may withdraw from representing Sarmad Khanjar, may use in the continuing representation any information that we learned during the course of joint representation, and both of you waive the conflict of interest we would have in representing client against a former client in a matter that is the same as or is substantially related to the one as to which we represented the a former client.

By signing the consent set forth below, each of you agrees to this joint representation in the engagement and agrees not to assert any conflict of interest based upon this joint representation, notwithstanding any adversity that may develop. You also acknowledge, by signing this letter, that you have had the opportunity to consult with other counsel about the consequences of this joint representation and that we recommended that you do so.

5. Advance Conflicts Waiver. Pillsbury is an international law firm that represents many different clients with diverse interests. Many of our clients conduct business or compete with one another. Our website, [www.pillsburylaw.com](http://www.pillsburylaw.com), describes the types of clients we represent, the locations where we practice, and the matters we typically handle.

In the future, we may be asked to represent a party in a transaction or a dispute that is adverse or potentially adverse to you, where that transaction or dispute is unrelated to the matter involved in this engagement. Under the rules of professional conduct for lawyers in many of the jurisdictions where we practice, we may be precluded from representing a current or new client in a matter adverse or potentially adverse to you, even though that matter is unrelated to this engagement for you, unless we have specific agreement from you in advance that we may do so.

Your signature on this letter confirms that you understand and agree that we may take on such unrelated matters and that you waive any conflicts that such a future representation might present to the extent such consent and waiver may be required under applicable laws. We will preserve at all times your confidences under applicable rules of professional conduct and this advance waiver does not affect that obligation.

You also acknowledge, by signing this letter, that you have had the opportunity to consult with other counsel about the consequences of granting this advance waiver and that we recommended that you do so.

6. Termination or Withdrawal. Unless otherwise agreed in writing, this engagement will terminate if no services are provided by us for a six-month period, except where we are awaiting an action or decision by a court, tribunal or agency, or specific actions are necessary to complete the engagement that extend beyond the 6-month period.

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You may terminate this representation at any time, with or without cause, by providing two month's written notice to us.

We have the right to withdraw from representation of you subject to applicable rules of professional conduct. Before withdrawing we will discuss with you any steps necessary to protect your interests in any ongoing matter including transfer to other legal counsel.

The termination or withdrawal of this engagement will not affect your responsibility to pay for services rendered and charges incurred on your behalf, including during the two month notice period.

7. Arbitration of Disputes. If you disagree with the amount of our fees or other charges, or if you have any concerns about our work for you, please bring that to our attention as soon as possible. In the event any dispute between us arising from or relating to our work cannot be resolved informally, we both agree to forego the right to trial by jury and to resolve any disputes between us, or any disputes you have with any of our lawyers or staff, including but not limited to disputes over fees and charges, exclusively through private and confidential binding arbitration before the American Arbitration Association. The arbitration will be governed by the rules for complex commercial disputes, conducted before one neutral arbitrator for any dispute where the claim is less than \$300,000 or before three neutral arbitrators for any larger dispute, and the arbitrator or arbitrators will be authorized to award any damages or relief that a court of law having jurisdiction over the dispute could award. You acknowledge by signing this letter that you have had the opportunity to consult with other counsel about the consequences of agreeing to binding arbitration and that we recommended that you do so.

To the extent that New York rules would apply to a dispute between us that cannot be readily resolved, you may have the right to request non-binding arbitration in New York City under Part 137 of the Rules of the Chief Administrator of the Office of Court Administration of the New York State Unified Court System or under applicable bar association procedures. By signing this engagement letter, you expressly waive that right and agree to binding private arbitration as provided above.

8. Internal Communications. There may be instances where our lawyers and staff find it useful to communicate about their professional obligations with inside or outside counsel for our firm. For example, we may need to determine if a new representation of another client would present a conflict of interest because of our work for you, and if so, the form of waiver required. Another example is where a dispute occurs between you and our firm. You agree that if our lawyers or staff have communications with our inside or outside legal counsel about our work for you, we have your consent to do so, and such communications will be deemed confidential and protected by our firm's attorney-client privilege. Our representation of you shall

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not waive such privilege and you agree that we will not be obligated to disclose such privileged communications.

9. Additional Engagements. If you request and we agree that our firm undertake additional engagements for you, or represent any of your affiliates, we will do so on the terms and conditions set forth in this letter unless otherwise mutually agreed in writing.

10. Review and execution. Please review this letter carefully and let us know if you have any questions. If these terms are acceptable, please sign and return the enclosed copy, keeping a copy for your files.

We are pleased to have this opportunity to be of service and we look forward to working with you on the engagement.

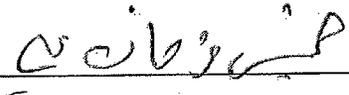
Very truly yours,

A handwritten signature in black ink, appearing to read "Matthew Oresman", written in a cursive style.

Matthew Oresman  
Partner

May 30, 2019  
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Accepted and agreed to:

By 

Dated: 

Accepted and agreed to:

By 

Dated: 

Received  
June 3, 2019 - 5:39PM

**ADDENDUM  
BILLING AND DISBURSEMENTS**

1. Our Billing Policies and Procedures. Our fees are based on the number of hours devoted to this engagement. For this engagement, we will charge you a flat fee of \$60,000 per month.

Fees generally will be billed within 30 days of the month in which the services are rendered, and disbursements and other charges will generally be billed within 30 to 60 days after they are incurred by us. Payment is due upon your receipt of our statement.

The timely payment of our statements is important to us and a critical part of our engagement. If a bill is not paid within 35 days following the date of the statement, you agree that interest on the full amount thereof at the rate of 1% per month will also be due. Interest will commence to run on the 35<sup>th</sup> day following the date of our statement for all unpaid amounts. Payment of interest does not waive or limit our rights to withdraw from representation for failure to make timely payment of statements when due.

2. Estimates of Fees and Expenses. Any estimates of anticipated fees that we provide at your request, whether for budgeting purposes or otherwise, are only an approximation of what the actual fees will be. Unless we have otherwise agreed in writing, any such estimate is not a maximum or minimum fee quotation, and our fees will be determined based on actual hours incurred as provided above.

3. Retainer. We have agreed that you will provide a retainer of \$120,000 before we commence work on this engagement. In our discretion, we may hold the retainer until the end of the engagement, or apply it (or portions of it) to a billing statement or statements in the course of the engagement. If all or any part of the retainer is so applied, you agree promptly to replenish the retainer to the full original amount. Upon completion or termination of the engagement, any amount of the retainer remaining after deduction of any fees and other charges which then remain unpaid will be promptly returned to you.

In addition, should it become necessary for us to expand the scope of our services, we may require an additional retainer payment. We may also require an additional retainer in advance of a major activity such as a substantial trial, or a merger or acquisition that is likely to generate substantial work in a compressed time.

Payment for a retainer should be sent by separate check or wire clearly marked as "retainer" and should not include any other payment. Funds received that are not marked as "retainer" or that are transferred into our operating account will be considered payments against invoiced amounts.

4. Disbursements. In the course of our engagement we will use our normal support systems. In addition to our fees for legal services, we will charge separately for certain costs, expense disbursements and taxes, as applicable, including, but not limited to, travel costs and the cost of outside service providers.

5. Electronic Discovery Activities and Charges. In the event that your matter involves processing, reviewing and/or producing documents, we may, with your approval, provide certain eDiscovery services to support these activities, including processing of electronic data for culling, analysis and review, hosting of electronic files and databases in one of our eDiscovery platforms ("eDiscovery databases"), assembling and distributing document and data productions, or performing related analytics, technical services and project management tasks. We may also perform research activities on your eDiscovery databases to improve productivity or provide analytic results or insights, consistent with our confidentiality obligations to you.

Our Litigation Support Department maintains resources within the firm's network to facilitate eDiscovery projects, as an alternative to using a third-party vendor or consultants for these services. If you elect to use our Litigation Support Department, you will be charged fees for eDiscovery services at hourly or unit-based (*e.g., per-gigabyte or per-document*) rates, depending on the nature of your project and the type of eDiscovery services we perform. This includes monthly hosting charges based on the volume of eDiscovery databases maintained in our platform on your behalf.

You agree to pay for eDiscovery services performed by us in connection with this engagement, regardless of the outcome of your matter. You authorize us to delete your eDiscovery databases, upon 10 days written notice of our intent to do so, at the conclusion of any eDiscovery project, or upon the termination of this engagement. You further authorize us to take your eDiscovery databases offline if you fall behind on payments to us and agree that we are under no obligation to continue hosting your eDiscovery databases or providing access to them if your account is not current. You also agree that you are entitled to receive a copy of your eDiscovery databases, but only upon written request received by us prior to their deletion, subject to our ordinary hourly rates and media charges and provided your payments to us are up-to-date.

6. Communications, Files and Subpoenas. In working on the engagement, we will preserve communications and documents in either hard-copy or electronic form, depending on the circumstances, as reasonably necessary to represent you. As described below, some of these files belong to you ("Client Files") and some belong to us. The Client Files consist of those electronic and hard-copy documents that are kept in the central file that we maintain for each client matter. Before we transmit the Client Files to you at your request, we will remove administrative documents, purely internal correspondence and drafts of documents or memoranda that we may prepare but do not transmit to you.

In the event we are required to respond to a subpoena or other formal request for records or other information relating to our services for you, including testimony at a deposition, we will consult you before responding to determine if you want to supply the information demanded and/or assert the attorney-client or other privilege that may apply. You agree to reimburse us for the time and expense for responding to such demands, including, without limitation, the time and expense for searching, locating, reviewing and copying responsive information, appearing at depositions or hearings, and litigating any issues raised at your request.

At the completion or termination of this engagement, you may request in writing the return or disposal of the Client Files. In order to collect and prepare the Client Files for delivery or disposal, we likely will need to spend time and incur expense. You agree to pay us at our regular

rates for this time and pay any necessary disbursements. We will give you an estimate of our expected charges promptly after receipt of your written request for transfer or disposal of the files. In our discretion we may make and keep a copy of any Client Files being returned or disposed of at our expense.

If you do not request return of the Client Files, we will maintain them for a period of five years, after which time you agree that we may dispose of them in a confidential manner. Prior to disposal of the Client Files, we will advise you in writing, at the last known address in our files, of our intent to do so in order to give you an opportunity to request the materials. We may dispose of our own files at any time without notice to you.

Please also note that if electronic communications are sent or received by you on a computer or other device that may be accessed by third-parties, the privilege protection that such communications with us might otherwise be afforded may be lost. We therefore strongly encourage you not to use such a device when communicating with us. Please also note that our records may be accessed electronically by all our offices and that we may store records using "cloud computing."

7. Non-legal Services. Because we are a law firm, we provide only legal services. In the engagement we will not provide any investment, insurance, accounting or technical advice, make business decisions, or investigate the character or credit of those with whom you may be dealing.