

U.S. Department of Justice

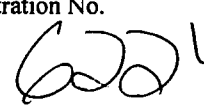
Washington, DC 20530

**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 <http://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: <http://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: <http://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, Counterespionage 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 Alpaytac, Inc. 445 North Wells Street, Suite 401 Chicago, IL 60654		2. Registration No. N/A 						
3. Name of Foreign Principal Embassy of the Republic of Turkey	4. Principal Address of Foreign Principal 2525 Massachusetts Ave. N.W. Washington, D.C., 20006							
5. Indicate whether your foreign principal is one of the following:								
<input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (<i>specify</i>) _____</td> </tr> </table> <input type="checkbox"/> Individual-State nationality _____			<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> ) _____
<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> ) _____							
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant Embassy of the Republic of Turkey								
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								

Formerly CRM-157

FORM NSD-3  
Revised 03/11

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.

b) Is this foreign principal:

- |   |  |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

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.

**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
May 22, 2014	Hums Gruaz, President/CEO	/s/ Huma Gruaz

eSigned

U.S. Department of Justice

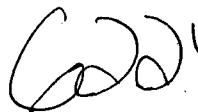
Washington, DC 20530

**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 <http://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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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: <http://www.fara.gov>.

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, Counterespionage 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  Alpaytac, Inc.	2. Registration No.  N/A 
3. Name of Foreign Principal  Embassy of the 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. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Public Relations and Communications Services

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

All marketing communications and public relations activities such as:  
- Public Relations and Communications Services

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.

### 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
May 23, 2014	Huma Gruaz, President/CEO	/s/ Huma Gruaz 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.

**AGREEMENT**

**BETWEEN THE GOVERNMENT OF THE REPUBLIC OF TURKEY AND  
ALPAYTAC INC.**

This Agreement for public relations and communications services ("Agreement") is made and entered into force this 12th day of May 2014, by and between the Government of the Republic of Turkey, a sovereign State, (the "Government") and Alpaytac Inc., a corporation formed under the laws of the State of Illinois, with offices in Chicago, IL and Washington, DC ("Alpaytac").

The Government and Alpaytac hereby agree:

**1-Term**

This Agreement shall last one year, commencing on May 12, 2014 and terminating on May 12, 2015. It may be renewed for additional and successive periods only upon the explicit written agreement of both parties.

**2-Scope of Services**

Alpaytac will provide the Government with public relations and communications services in the United States, the scope of which shall be determined in separate communication between the parties.

**3-Performance Review**

Alpaytac shall not pursue a public relations and communications strategy or agenda without the prior express consent of the Government. Alpaytac shall meet with the Government representatives in Washington D.C. in the United States upon the Government's request to review performance and conduct planning. At a minimum, such meetings shall take place bi-monthly. Alpaytac shall also submit an activity report to the Government on a monthly basis.

**4-Confidentiality**

No confidential client information will be shared with anyone beyond the specific Alpaytac Turkey team and Alpaytac's authorized subcontractors on the Turkey account. Alpaytac takes personal responsibility for ensuring that such authorized subcontractors protect the Government's confidential information to the same extent Alpaytac does.

In the event Alpaytac is required to disclose confidential client information pursuant to a court order or other judicial or administrative process, Alpaytac will provide the Government with advance notice of such disclosure, sufficient to

allow the Government to raise any legal defenses that may prevent such disclosure.

Upon the termination of this Agreement and any renewals, the Government may request from Alpaytac the return of any documents or other information provided by the Government.

#### **5-Care of Property and Inspection**

Alpaytac will take reasonable precautions to safeguard the Government's property.

The Government may inspect, at the appropriate Alpaytac office, all correspondence, contracts, books, accounts, and other materials prepared or held by Alpaytac that are directly related to its performance under this Agreement. Inspections may be made during Alpaytac's normal business hours upon three days' prior written notice. No such inspections shall be conducted by an entity that is compensated on a contingent fee basis.

#### **6-Approvals, Accuracy of Information**

The Government shall approve of the dissemination of all information and materials released on its behalf. Once approved in writing by the Government, the Government shall be responsible for the accuracy, and completeness of the information disseminated while acknowledging that pre-approved information and materials released by Alpaytac on its behalf may be changed and edited at the discretion of broadcasters and publishers in a way that may render information less accurate. Alpaytac will not disseminate any information to third parties that is not approved in writing by the government and Alpaytac is responsible for ensuring that the material it is disseminating is approved in writing by the government.

While Alpaytac shall use its best efforts to secure publicity for the Government, Alpaytac cannot guarantee the use, publication or broadcast of any information on the Government's behalf. Alpaytac shall not knowingly prepare and place publicity or promotions for the Government that could result in any claims, proceedings or lawsuits being instituted against the Government or Alpaytac.

#### **7-Personnel and Other Service Providers**

Alpaytac shall compose its own team to achieve the best possible results in providing the services described in this Agreement. Alpaytac will provide the Government at the earliest possible date a list of personnel in charge of the Turkey account, including their areas of expertise and how each will be utilized. This list will be updated from time to time as required.

At the commencement of the Agreement Alpaytac's Turkey team shall include at no additional cost to the Government at least one individual who is proficient in the Turkish language, has experience in the field of public relations, who possesses an understanding of Turkish and American political developments. At Alpaytac's discretion, this individual may be an employee of Alpaytac or may be retained as an independent contractor to Alpaytac. Within 30 days of the commencement of this Agreement, Alpaytac shall establish a physical office in Washington, DC at which the above-described employee shall work and shall be available for the consultations with the Government on an as-needed basis.

It may be appropriate in the course of Alpaytac's performance under this Agreement to work with additional outside experts and other third parties. Should any such be required who are not provided by or are employees of the Government, Alpaytac shall seek the Government's prior authorization before hiring them. Except as otherwise stated in this Agreement, whether such experts or third parties are to be compensated by Alpaytac or the Government shall be addressed on a case-by-case basis.

**8-Registration and Disclosure:**

Alpaytac and any independent third parties it may subcontract to or otherwise 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, and other applicable laws and regulations of the United States, the State of Illinois, and the District of Columbia. Failure to do so shall be considered a breach of this Agreement and may result in its termination

**9-Fees, Disbursements and Other Charges:**

The Government agrees to pay Alpaytac a flat fee retainer of one million and four hundred twenty thousand U.S. Dollars (\$1,420,000) payable as follows: One million U.S. Dollars (\$ 1,000,000) upon the signature of this Agreement between the Government and Alpaytac, and four hundred twenty thousand U.S. Dollars (\$ 420,000) due and payable three (3) months after the signature date of this Agreement.

Payments shall be made via wire transfer to the account of the Alpaytac below:

[REDACTED]

Day-to-day expenses incident to Alpaytac's services under this Agreement, such as telephone, facsimile transmission, mail, messenger charges and information retrieval shall be included in the above mentioned flat retainer fee. Travel, lodging or other extraordinary expenses related to this Agreement to be incurred by Alpaytac shall be considered for reimbursement on a case-by-case basis. Alpaytac should seek the Government's prior approval before incurring such expenses.

#### **10-Termination**

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

Either party may terminate this Agreement at any time after November 12, 2014 subject to thirty (30) days advance written notice. In this event, the Government shall pay Alpaytac its pro-rata share of earned fees apportioned on a daily basis through the end of the notice period.

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

Provisions in this Agreement related to payment, confidentiality, indemnification, dispute resolution and waiver shall survive termination of this Agreement.

#### **11-Conflicts of Interest**

The parties recognize that even the appearance of a conflict of interest could render unproductive the relationship contemplated in this Agreement. Therefore, Alpaytac shall endeavor not only to avoid actual conflicts, but the appearances of conflicts as well. To this end Alpaytac, shall immediately assess whether it represents any clients whose interests, in Alpaytac's good faith opinion, are contrary to Turkey's. If so, then Alpaytac shall inform the Government and then the parties shall work together to determine whether and how to resolve any apparent or actual conflict. In order to assist in the process of identifying potential conflicts, Alpaytac shall consult with the Government's legal counsel in identifying those issues, which, if addressed in other client matters, may present a conflict.



### **12-Representations and Warranties**

The Government hereby represents and warrants that the undersigned has the full power and authority to enter into this Agreement on behalf of the Government and to carry out the obligations contemplated herein. This Agreement, when executed by the undersigned on behalf of the Government, will constitute a legal, valid and binding agreement of the Government enforceable against the Government in accordance with its terms.

Alpaytac hereby represents and warrants that the undersigned has the full power and authority to enter into this Agreement on behalf of Alpaytac and to carry out the obligations contemplated herein. This Agreement, when executed by the undersigned on behalf of Alpaytac, will constitute a legal, valid and binding agreement of the Alpaytac enforceable against Alpaytac in accordance with its terms.

Absent the express written consent of the Government, neither Alpaytac nor its consultants and subcontractors have authority to bind Turkey in any manner whatsoever.

### **13-Choice of Law, Jurisdiction, Language**

This Agreement shall be governed 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.

In the event that this agreement is provided in more than one language, the English language version of this Agreement shall govern.

### **14-Indemnity**

Alpaytac shall be solely responsible for the acts of its employees and agents and shall defend and hold the Government harmless from and indemnify it for any claims which arise from their acts.

The Government shall be solely responsible for the acts of its employees and shall defend and hold Alpaytac harmless from and indemnify it for any claims which arise from their acts.

### **15-Notice Addresses**

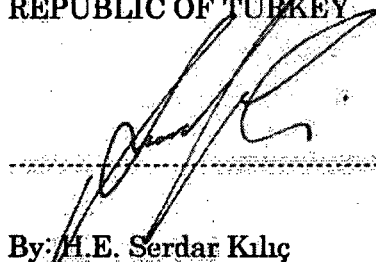
Notice required under this agreement shall be given in writing either by personal delivery, telecopy (with confirmation of receipt) or certified mail, addressed in case of notice to the Government at:

Turkish Embassy  
2525 Massachusetts Avenue, NW  
20008, Washington, DC

To Alpaytac at:  
Huma Gruaz  
CEO/President  
445 North Wells, Suite 400  
Chicago, IL, 60654

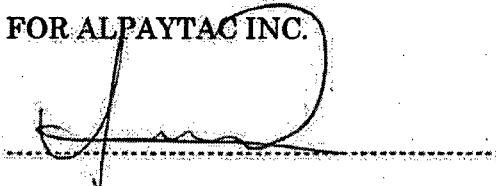
In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first written above, in two (2) original copies in the English language.

FOR THE GOVERNMENT OF THE  
REPUBLIC OF TURKEY



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

FOR ALPAYTAC INC.



By: Huma Gruaz  
CEO/President of Alpaytac Inc.