OMB No. 1124-0005; Expires June 30, 2023

**U.S. Department of Justice**

Washington, DC 20530

# Short Form Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Each partner, officer, director, associate, employee, and agent of a registrant is required to file a short form registration statement unless he engages in no activities in furtherance of the interests of the registrant's foreign principal or unless the services he renders to the registrant are in a secretarial, clerical, or in a related or similar capacity. Compliance is accomplished by filing an electronic short form registration statement 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 and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .23 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

Charles Towner French

2. Registration Number

6328

3. Residence Address

5851 Potomac Avenue NW
Washington, DC 20016

4. Primary Business Address

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

5. Year of Birth 1978

Nationality USA

Present Citizenship USA

6. If present citizenship was not acquired by birth, indicate when, and how acquired.

N/A

7. Occupation Government Affairs Consultant

8. What is the name and address of the primary registrant?

Name
Capitol Counsel LLC

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

9. (a) Indicate your connection with the primary registrant:

- ☐ partner
- ☐ director
- ☒ employee
- ☐ consultant
- ☐ officer
- ☐ associate
- ☐ agent
- ☐ subcontractor
- ☐ other *(specify)*_____

(b) Specify your position/title: Partner

10. List the foreign principal to whom you will render services in support of the primary registrant.

Turkish Aerospace Industries (through Greenberg Traurig LLP)

Republic of Turkey (through Greenberg Traurig LLP) - per prior filing
US-China Transpacific Foundation - per prior filing



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11. Describe in detail all services which you will render to the foreign principal listed in Item 10 either directly, or through the primary registrant listed in Item 8.

See attached services agreement.

12. Do any of the above described services include political activity as defined in Section 1(o) of the Act[1]?

Yes ☒ No ☐

If yes, describe separately and in detail such political activity. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation or dissemination of informational materials.

See attached services agreement.

13. The services described in Items 11 and 12 are to be rendered on a

☐ full time basis ☐ part time basis ☒ special basis

14. What compensation or thing of value have you received to date or will you receive for the above services?

☐ Salary: Amount $ _____ per _____ ☐ Commission at _____ % of _____

☒ Salary: Not based solely on services rendered to the foreign principal(s).

☐ Fee: Amount $ _____ ☐ Other thing of value _____

15. During the period beginning 60 days prior to the date of your obligation to register under FARA, have you, from your own funds and on your own behalf either directly or through any other person, made any contributions of money or other things of value in connection with an election to political office or in connection with any primary election, convention, or caucus held to select candidates for any political office?

Yes ☐ No ☒

If yes, furnish the following information:

| Date | Donor | Political Organization/Candidate | Method | Amount/Thing of Value |
|---|---|---|---|---|

## 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.

| July 24, 2020 | Charles Towner French | /s/ Charles Towner French | eSigned |
|---|---|---|---|
| *Date* | *Printed Name* | *Signature* | |

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.

July 20, 2020

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

Dear Towner:

Greenberg Traurig LLP ("Greenberg") has been engaged by TUSAŞ Türk Havacılık ve Uzay Sanayi A.Ş. ("Turkish Aerospace") to provide lobbying and government relations services. Greenberg agrees to provide lobbying services to Turkish Aerospace with regard to the review by the Executive and Legislative branches of the United States under the Arms Export Control Act ("Services"). With this agreement, Greenberg is engaging Capitol Counsel LLC ("Capitol Counsel") to provide, as a subcontractor to Greenberg, certain of the services that are to be provided by Greenberg to Turkish Aerospace.

The term of Capitol Counsel's engagement as a subcontractor is July 15, 2020 until November 15, 2020. The engagement may be terminated by Greenberg or by you at any time by notice delivered to the other 14 days in advance of the effective date of termination.

As compensation for the services rendered by Capitol Counsel during the period of your engagement, Greenberg will pay Capitol Counsel $12,500.00 per month plus expenses. The amount of the fees payable to Capitol Counsel in or for any month in which the termination of the engagement occurs will be prorated on the basis of the number of days in that month prior to the effective date of termination.

Greenberg and Turkish Aerospace have agreed the amounts due as fees for services performed by Greenberg and by Capitol Counsel as a subcontractor to Greenberg will be paid to Greenberg by Turkish Aerospace on a monthly basis. Capitol Counsel agrees that the obligation of Greenberg to make monthly payments is contingent upon the receipt of payment from Turkish Aerospace. The fees due Capitol Counsel as compensation for the services rendered in each month or portion thereof will be paid to you by Greenberg not more than ten days after the receipt by Greenberg from Turkish Aerospace of the amount due as fees for services rendered by Greenberg and by you in that month.

The relationship between Greenberg and you will be that of independent contractor and not that of partners, joint venturers, principal and agent or otherwise. Without the prior consent of the other, neither will be authorized to bind or obligate the other or, except as provided herein, to act for or on behalf of the other.

Capitol Counsel has represented to Greenberg that Capitol Counsel's engagement by Greenberg, and the performance of the services to be rendered by Capitol Counsel as a subcontractor, do not and will not constitute a default or breach of the provisions of any agreement or contract between Capitol Counsel and any other person or a violation of any fiduciary or other obligation or duty of Capitol Counsel to any other person.

Greenberg, as a law firm, represents a broad group and spectrum of clients in a variety of legal matters. Accordingly, conflicts of interest or potential conflicts of interest may arise. You are comfortable (after having had sufficient opportunity to consider, investigate and consult independent counsel to the extent you may wish) that you are adequately informed about the possibility and nature of such conflicts and potential conflicts and of the risks and consequences or potential consequences of them. Therefore, on the conditions stated below, to the fullest extent legally and ethically permissible, you have determined to and hereby confirm that you do: [i] waive any such actual or potential conflict; [ii] consent to Greenberg's representation now or in the future of other present or future clients in any other matter (including without limitation transactions, litigation, and other legal or ethical proceedings or matters), whether or not on a basis adverse to you or any of your affiliates; and [iii] promise for yourself or your affiliates not to assert that this Engagement is or should be a basis for disqualifying Greenberg from representing any other party or gives rise to or supports a claim of breach of duty against Greenberg.

In the event of any dispute arising under or related to this agreement, Capitol Counsel and Greenberg Traurig agree to submit the Matter to a single arbitrator in Washington, D.C. selected by the two parties, and if no agreement can be reached then an arbitrator selected by the American Arbitration Association ("AAA"). The arbitration is to be conducted in accordance with Commercial Arbitration Rules of the AAA, using the law of the District of Columbia (other than its conflict laws), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that arbitration under this paragraph shall provide the exclusive means for resolving any dispute arising under or relating to this agreement, including the services performed thereunder.

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

Sincerely,

Robert Mangas Robert Mangas
Shareholder, Greenberg Traurig LLP

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

By: _____
Towner French
Capitol Counsel LLC

Date: July 20, 2020