

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 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 .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

Ballard Partners

2. Registration No.

6415

3. Name of Foreign Principal

Turkiye Halk Bankasi Anonim Sirketi (Halkbank, Inc.)

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.

See attachment

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

Registrant will provide principal with strategic consulting and advocacy services related to their commercial activities in the United States, and any necessary and appropriate interactions with officials in the United States government, related to those activities.

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.

Activities will include advising, counseling, and assisting the foreign principal in communications with U.S. government officials.

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
July 30, 2019	Brian Ballard, President	/s/ Brian Ballard 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.

FIRST AMENDMENT TO THE
CONTRACT FOR SERVICES BETWEEN
HALKBANK, INC. AND BALLARD PARTNERS, INC.

This First Amendment to the Contract for Services is made and entered into this 11th day of July, 2019, by and between Halkbank, Inc. ("the Client") and Ballard Partners, Inc. ("the Firm").

WHEREAS, the Client and the Firm entered into an agreement on August 21, 2017, by which the Firm assumed the responsibilities of providing strategic consulting and advocacy services to the Client in connection with its business with the United States government.

WHEREAS, the Client and the Firm desire to amend the original agreement to effectuate the following changes:

Now, Therefore, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. **Term of the Agreement.** This agreement shall become effective on August 21, 2019 and shall remain effective until November 20, 2019 at which time the agreement shall continue on a month-to-month basis.

2. **Termination of Agreement.** Either party may terminate this agreement with a prior fifteen (15) days written notice of intent to terminate.

3. **Compensation.** For all services rendered, the Client agrees to pay the Firm a fee of \$40,000 a month effective August 21, 2019 and continuing to be due in advance on a monthly basis until the termination of this agreement. The Firm will bill costs monthly.

4. In other respects, the terms and conditions of the Agreement, as amended shall continue unchanged and in full-force and effect.

IN WITNESS HEREOF, the parties hereto have executed this First Amendment in their official capacity and with legal authority to do so.

HALKBANK, INC.

BALLARD PARTNERS, INC.

TÜRKİYE HALK BANKASI A.Ş.
Genel Müdürlüğü

By: Legal Department

Title: [Signature]

Date: 07/26/2019

[Signature]

By: Brian D. Ballard

Title: President

Date: 7/11/2019

