

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.

<p>1. Name and Address of Registrant King &amp; Spalding LLP 1180 Peachtree Street, NE Atlanta, GA 30309</p>	<p>2. Registration No.  6501</p>
<p>3. Name of Foreign Principal Ministry of Foreign Affairs, Government of Turkey</p>	<p>4. Principal Address of Foreign Principal Embassy of Turkey 2525 Massachusetts Avenue, N.W. Washington, D.C. 20008</p>

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:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (specify) \_\_\_\_\_
- Individual-State nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant  
Ministry of Foreign Affairs
- b) Name and title of official with whom registrant deals  
Ambassador Serdar Kilic

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

<sup>1</sup> "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.

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	
December 21, 2017	Andrew C. Hruska, Partner	/s/ Andrew C. Hruska	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 <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  King & Spalding LLP	2. Registration No.  6501
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3. Name of Foreign Principal  
  
Ministry of Foreign Affairs, Government 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.

King & Spalding LLP has been retained to prepare and present a proposal to the U.S. Department of Justice for cooperation between the governments of the United States and Turkey regarding the handling of a U.S. legal matter.

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

King & Spalding LLP has been retained to prepare and present a proposal to the U.S. Department of Justice for cooperation between the governments of the United States and Turkey regarding the handling of a U.S. legal matter.

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.

King & Spalding LLP has been retained to prepare and present a proposal to the U.S. Department of Justice for cooperation between the governments of the United States and Turkey regarding the handling of a U.S. legal matter.

**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
December 21, 2017	Andrew C. Hruska, Partner	/s/ Andrew C. Hruska 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.

**KING & SPALDING LLP**

**Attachment to Exhibit B**

# KING & SPALDING

King & Spalding LLP  
1185 Avenue of the Americas  
New York, NY 10036-4003  
Tel: +1 212 556 2100  
Fax: +1 212 556 2222  
www.kslaw.com

Andrew C. Hrusko  
Direct Dial: +1 212 556 2278  
Direct Fax: +1 212 556 2222  
ahrusko@kslaw.com

November 21, 2017

Via Email

The Honorable Serdar Kilic  
Ambassador of Turkey to the United States  
2525 Massachusetts Avenue, N.W.  
Washington, D.C. 20008

**Re: Agreement For Legal Services**

Dear Mr. Kilic,

We are pleased that you have asked King & Spalding LLP (the "firm") to serve as counsel for the Embassy of the Republic of Turkey in Washington, D.C. ("the Embassy"). This letter will confirm our discussions with you about your engagement of the firm and the basis on which the firm will provide its legal services. If you have questions about these provisions or would like to discuss possible modifications, please call me. If you are in agreement, please return a countersigned copy of this letter to me.

1. *Client; Scope of Service.* The firm's client in this matter will be the Embassy ("you"). The firm will be engaged to advise, and represent where necessary, you in connection with U.S. legislation, including but not limited to regulatory and law enforcement matters. The firm will also advise you on international rules and regulations applicable to the matter. You may limit or expand the scope of the firm's services, but the firm must agree to any substantial expansion.

2. *Term of Engagement.* The engagement will commence as of the date executed by the Client and will continue for twelve months. The engagement will be automatically renewed for the same period unless terminated by either party with a written notice at any time. Such notice will have effect after three months.

If the firm terminates the engagement, the firm will take such steps as are reasonably practicable to protect your interests in the matter.

Unless previously terminated, the firm's representation of you in this matter will terminate when the firm sends you its final statement for services in this matter. Following termination, all information you have supplied to the firm that has been retained by the firm will

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be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon termination of the contract. The firm will retain its own files, including lawyer work product, pertaining to the matter. All documents retained by the firm will be transferred to the person responsible for administering the firm's records retention program. You agree that, to reduce unnecessary storage expenses and for other reasons, the firm may destroy or otherwise dispose of any documents or other materials retained by the firm a reasonable time after termination of this engagement.

You are engaging the firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in applicable laws or regulations that could have an impact upon your rights and liabilities. You agree that, unless you actually engage the firm after the completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future developments.

3. *Fees and Expenses.* The firm's fees will be based primarily on the billing rate for each attorney and legal assistant devoting time to this matter. The firm's billing rates for attorneys currently range from [REDACTED] per hour for new associates to [REDACTED] per hour for myself; subject to agreement with you such billing rates may increase on an annual basis. The firm's statements will include separate charges for expenses in performing its services, namely photocopying, messenger and delivery service, computerized research, travel, long-distance telephone and telecopy, word processing, and search and filing fees.

The firm may consult to others, such as consultants, appraisers, and local counsel, with the prior consent of the Embassy. Fees and expenses of others mentioned above will be included as separate charges in the statements of the firm. The firm guarantees the protection of confidentiality by the above mentioned in the implementation of these terms. Statements normally will be rendered monthly for work performed and expenses posted the previous month. Payment is due promptly upon receipt of the firm's statement subject to the approval of the Client. If any statement remains unpaid for more than 90 days, you agree that the firm may cease performing services for you or withdraw from the engagement unless arrangements satisfactory to the firm are made for payment of outstanding statements and future fees and expenses. Upon termination of the contract any advanced paid fees will be promptly returned to the client subject to deduction of outstanding payment and expenses related to services already rendered.

The fees and costs relating to this matter are not predictable and the firm has not made a commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter.

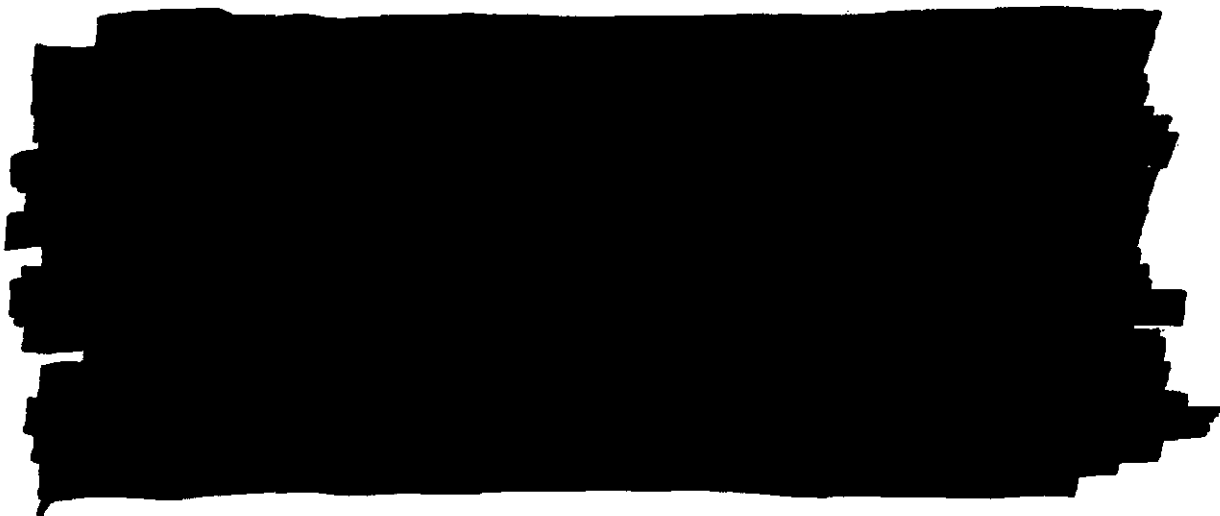
4. *Client Responsibilities.* You agree to cooperate fully with us and provide promptly all information known and available to you relevant to the engagement and to cooperate with the firm in complying with any regulatory or compliance obligations relating to the engagement. You also agree to pay the firm's statements for services and expenses in accordance with paragraph 3.

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In accordance with rules of professional conduct, the firm will take all necessary measures to guarantee during and after the termination of this contract the confidentiality of information provided by the Client.

5. *Conflicts.* As we have discussed, you are aware that the firm has a diverse practice and represents many other companies and individuals, including some in your industry. During the time the firm is representing you, some of the firm's present or future clients may have disputes or transactions with you. The firm will not accept an engagement for another client that is substantially related to its engagements for you without your prior consent. If the firm seeks to accept an unrelated engagement adverse to you, whether involving advice, a transaction, litigation, arbitration, or otherwise, the firm will only do so if it has concluded, upon informing you in writing and obtaining your consent, that it can represent your and the other client's interests without a diminution in its vigor on behalf of either client, and the firm will take appropriate steps to protect all confidential information provided by and to each client, in order to avoid the risks of diminished loyalty or compromised confidences. You agree that, on these terms, the firm may continue or undertake in the future to represent existing or new clients in any matter that is not substantially related to the firm's work for you even if the interests of such clients in those other matters are directly adverse to yours. The firm seeks similar agreements from many other clients to preserve the firm's ability to represent you. The firm recommends that you seek the advice of counsel independent of the firm on the consequences of giving this consent.



Please be assured there will be an attorney-client privilege protecting communications between the firm and its clients in this matter as against the rest of the world. However, the firm may share with both jointly represented clients, upon their written consent, confidential communications and advice provided by or to one client that are within the scope of or material to the joint engagement.

You agree that the firm's representation of you in this matter above does not give rise to an attorney-client relationship between the firm and any government-owned entities or



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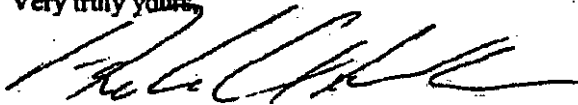
government employees unless they are named in paragraph 1 and that representing you does not create a conflict of interest with any such non-represented entities or individuals in the event the firm represents other clients adversely to them. You also agree that the firm will not be given any confidential information about any such non-represented entities or individuals. Nevertheless, as the Client is a foreign sovereign, in accordance with professional conduct rules, when carrying out its obligations under this agreement the firm will take all necessary steps to protect the rights and interests of the Republic of Turkey. However, should such information is given to the firm, the firm guarantees the protection of confidentiality of them in accordance with paragraph 4.

6. *Firm Privilege.* When issues arise concerning the firm's professional duties and rights, including those involving professional liability and professional conduct, the firm may seek confidential advice from internal firm lawyers with responsibility or expertise in the areas in question, and in some instances from outside counsel. In such circumstances, some courts have concluded that a conflict of interest arises between a law firm and its client or have declined to recognize the law firm's communications as privileged or protected from disclosure to the client or former client. The firm believes for several reasons recognized by courts and commentators that it is in both the firm's and its clients' interests for the firm to receive expert and confidential legal advice regarding its professional duties and rights in such circumstances without first having to terminate its engagement with the client. You consent to the firm seeking and receiving such confidential advice and agree not to assert any right to learn the content of such confidential advice about any actual or potential professional liability, professional conduct, or other claim that might be considered a conflict of interest or breach of a duty.

This letter sets out all of the terms of our engagement agreement with you.

We thank you for this opportunity to work with you. I am available to discuss any questions or comments now and throughout the course of our representation.

Very truly yours,



Andrew C. Hruska

**AGREED TO AND ACCEPTED:**

By: Serdar Kılıç  
Ambassador

Date: 11/21/2017