

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.

<p>1. Name and Address of Registrant</p> <p>Dentons US LLP</p>	<p>2. Registration No.</p> <p>Not yet assigned 284</p>
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<p>3. Name of Foreign Principal</p> <p>The Kurdistan Regional Government</p>	<p>4. Principal Address of Foreign Principal</p> <p>1) Erbil, Iraq; and 2) 1532 16th Street NW Washington, DC 20036</p>
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5. Indicate whether your foreign principal is one of the following:

Government of a foreign country¹

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 (specify) _____

Individual-State nationality

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

a) Branch or agency represented by the registrant

The Department of Foreign Relations

b) Name and title of official with whom registrant deals

H.E. Mr. Falah Bakir, head of the Department of Foreign Relations

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.

n/a

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.)

n/a

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
March 19, 2015		/s/ Michael Zolanz 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 Dentons US LLP	2. Registration No. Not yet assigned 6284
3. Name of Foreign Principal The Kurdistan Regional Government (KRG)	

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.

Registrant proposes to assist the Foreign Principal in relation to determinations made under the Immigration and Nationality Act, 8 U.S.C. 1182, section 212(a)(3)(B)(vi)(III)

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

Registrant proposes to assist the Foreign Principal in relation to determinations made under the Immigration and Nationality Act, 8 U.S.C. 1182, section 212(a)(3)(B)(vi)(III). Such advice may include analyzing the applicable laws and making contact with Members of the Executive and Legislative Branches of the U.S. Government.

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.

Some of the Registrant's activities may include advising the foreign principal in relation to determinations made under the Immigration and Nationality Act, 8 U.S.C. 1182, section 212(a)(3)(B)(vi)(III), and making contact with Members of the Executive and Legislative Branches of the U.S. Government.

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
March 19, 2015		/s/ Michael Zolandz 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.



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March 1, 2015

PRIVILEGED AND CONFIDENTIAL

The Honorable Bayan Sami Abdul Rahman
Mr. Karwan Zebari
The Kurdistan Regional Government
1532 16th Street, NW
Washington, DC 20036

Re: *Engagement Agreement*

Dear Representative Bayan Sami Abdul Rahman and Mr. Zebari :

Thank you for choosing Dentons US LLP to represent you in the matter described below.

Our Client. The purpose of this Engagement Letter, as well as the associated Terms of Business, is to set forth the Engagement Agreement by which Dentons US LLP will represent The Kurdistan Regional Government on legal and policy matters in the U.S.

Scope of Representation. We have agreed to provide legal services in connection with assisting the Kurdistan Regional Government in strengthening its alliance with the United States, tracking and monitoring legislation in Congress, advocating before the US Government, advising on US policy and providing legal advice and representation on a broad range of matters.

Terms of Business. Attached is a copy of our Terms.

Our Team and Charges. Although I will be principally responsible for this engagement, it is anticipated that other lawyers and professionals will be involved. Our fees will be based on the time devoted to the representation, and the billing rates charged by each timekeeper. Our representation of you also will involve costs, which are reviewed in the Terms.

Retainer. You have agreed to pay us \$20,000 USD per month. We will send a bill on a monthly basis for these fees.

Please indicate your agreement to the Letter and Terms by executing a copy of this Letter in the space provided below and returning it. A facsimile or scanned copy delivered via email are as acceptable as an original. We appreciate prompt receipt of an executed copy, but will commence work based on the understandings contained in this letter prior to our receipt of your signature. Of course, please contact me if you have any questions about anything in this Letter or the Terms, or with respect to any aspect of our representation of you.



The Honorable Bayan Saini Abdul Rahman
Mr. Karwan Zebari
March 1, 2015
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Saitze FMC SNR Denton
dentons.com

Again, we are very pleased to have this opportunity to be of service and to work with you.

Sincerely,
Dentons US LLP

David Tafuri
Partner

Enclosure: Terms of Business

A handwritten signature in black ink, appearing to read "D. Tafuri", is written over a solid horizontal line.

Agreement and Acceptance

The undersigned hereby acknowledges and agrees that he or she has reviewed and understands the terms and conditions of this Letter and the Terms. The undersigned further agrees and accepts these provisions, including, but not limited to, all disclosures regarding conflicts of interest, and hereby waives any conflict or potential conflict of interest as set forth therein.

DENTONS

Terms of Business

Dentons US LLP

February 2015

Welcome to Dentons

Thank you for choosing us to represent you. These Terms of Business and our Engagement Letter form our Engagement Agreement.

Dentons and You

1. The Letter sets out the scope of our representation and identifies you as our sole client. We do not represent any persons or entities, including your subsidiaries and affiliates, unless named in the Letter. Our advice and work is provided solely for your benefit and relates only to the matters set out in our Engagement Agreement.
2. We are a member of Salans FMC SNR Denton Group (a Swiss Verein), an international legal practice that includes Brandt Chan & Partners in association with Dentons HK LLP, Dentons Canada LLP, Dentons UK/MEA LLP, Dentons US LLP, and Dentons Europe LLP and their subsidiaries and affiliates, each of which is its own Legal Practice. For a list of each Legal Practice by location, see dentons.com/legalnotices.
3. This Engagement Agreement is between you and the Dentons Legal Practice named in the Letter only and not with any other Dentons Legal Practice or any individual partner, employee, or agent. The Terms apply as soon as we start acting on your instructions, regardless of whether or not you have signed the Letter.
4. Other Dentons Legal Practices represent many entities and individuals in different geographies, including entities and individuals that may enter into transactions or have disputes with you or your related entities. Unless another Dentons Legal

Practice is specifically engaged by you or on your behalf, you agree that those representations by other Dentons Legal Practices do not conflict with our representation of you, and you will not assert that other Dentons Legal Practices are precluded from representing those entities and individuals.

5. We may involve other Dentons Legal Practices to help with your matter. Unless we state otherwise, we will do so by subcontract and the Dentons Legal Practice named in the Letter is solely responsible to you for the engagement. You agree that we may pay or apportion part of our fees and costs for the work in a manner that may be considered a referral fee in some jurisdictions.

Our Working Relationship

6. Effective representation requires open and honest communication throughout our relationship. We need you to provide us with clear and timely instructions, relevant information and documents, and make yourself available for consultation.
7. You should carefully check for any insurance policies that might relate to the work we do for you, and notify your insurers promptly to protect your rights. Unless you tell us about these policies and provide us with copies, we cannot be responsible for advising you about the existence or applicability of insurance coverage.

8. We may communicate with you using any reasonable method, including email. Email may not be an absolutely secure method of communication, may be copied and held by various computers as it passes between us, and could be intercepted. Although we take great care to protect our communications from unauthorized access, viruses, and other associated risks, we cannot guarantee the security of these communications.

9. Generally, communications between a lawyer and client regarding legal advice are privileged and confidential. Be aware that you may jeopardize these protections by disclosing communications to others.

Advance Clearance of Conflicts of Interest

10. Within this Legal Practice, we represent a wide variety of companies and individuals, some of whom may be, for instance, your borrowers, investors, shareholders, creditors, or other parties with conflicting interests in a litigation, arbitration, bankruptcy, insolvency or other matter. These kinds of representation could present a conflict of interest under applicable rules. As a condition of our representation of you, you agree that, without further notice, we may represent other clients in matters, even if they are directly adverse to you, as long as: (1) those matters are not substantially related to our representation of you; or (2) we screen our lawyers and professionals who have such information from any involvement in the adverse representation. Of course, we will not use

any confidential information about you in any way inconsistent with our professional responsibilities.

Fees and Costs

11. Our billing rates are set out in the Letter, but may be adjusted from time to time. You will be charged at the rates in effect at the time services are performed.
12. We may also charge and you agree to pay for costs including travel, delivery services, imaging, printing, court fees, and other expenses. For items we purchase in bulk or through fixed fee arrangements, such as computerized legal research, technology, and support services, we will charge you a rate reasonably apportioned to you.
13. We may need to advance costs on your behalf and you agree to reimburse us promptly. You agree that we may engage experts or third parties, such as counsel, lawyers or local agents, on your behalf to be paid directly by you; in these cases we will consult you before doing so.
14. We may invoice you on an interim basis for the minimum fees and costs you will have to pay for the work rendered during the invoice period. These interim invoices, which do not constitute your final bill, are payable when delivered.
15. Unless expressly stated otherwise, estimates we provide are subject to change and not binding on us.
16. All fees and costs of any Dentons Legal Practice, experts or third parties that we state or estimate exclude any sales, use, excise, transfer, value-added or similar taxes; those taxes will be included in our invoices to you and are payable by you. If you or another payer of those fees, costs and taxes is required, on account of any taxes, to make any deduction when paying our invoices, you must increase the overall payment so that we receive a net sum equal to our full invoiced amount.
17. Our policy is to bill monthly, except that we reserve the right to change the frequency of billing and the time for payment. If you disagree with any invoice, please contact us immediately, otherwise we will understand that the invoice is agreeable to you. If full payment is not received within 30 days, we reserve the right to charge interest at 1% per month (12% Annual Percentage Rate). In the unfortunate event that we are forced to incur collection costs to obtain payment, you also will be responsible for the collection costs, including reasonable attorney's fees and expenses.

18. In adversarial proceedings, you agree that as of 80 days before any scheduled trial or arbitration date (or a later time that we may make such request), all fees and costs incurred up to that point will be paid and you will either provide us with a deposit (or augment any existing deposit) or make another satisfactory arrangement to ensure payment of all fees and costs estimated to be incurred from that point through the end of trial or arbitration.
19. For matters commenced with a Letter from our New York office, you may have the right to request 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 applicable bar association procedures, and we agree to participate fully in that process. For matters commenced with a Letter from one of our California offices, you have the right to elect arbitration under the State Bar of California's fee arbitration procedures set out in the California Business and Professions Code Section 6200, et seq. Those procedures permit a trial after arbitration, unless the parties agree in writing after the dispute has arisen to be bound by the arbitration award.

Privacy, Data Protection and Regulation

20. We are often asked for information about our experience, including our clients and the matters we handle. You consent to our public disclosure that you are a client, as well as a general description of your matters.
21. In the course of acting for you, we may require you to give us personal information. Anti-money laundering, anti-bribery, anti-terrorist and similar laws applicable in some jurisdictions require our compliance with client identification, verification, and other rules in jurisdictions with those requirements. The rules may apply to you and any individuals who instruct us on your behalf and we may not be able to represent you until we have all of the information we need for these purposes. We will collect, use, and disclose the personal information only in accordance with privacy protection laws.
22. We will handle personal data you send to us about you, your employees, agents, contractors or other individuals in accordance with data protection standards equivalent to or higher than those required by law.
23. We act in accordance with all applicable professional, ethical and business standards and do not tolerate bribery or corruption in any form.

Your File and Our Records Retention

24. We may maintain a Client File throughout the engagement, consisting of one or more files containing correspondence, agreements, pleadings, and other documents. We will provide the Client File to you during or at the conclusion of a matter, at your request, and we may charge you for doing so. You agree that, absent professional obligations or written direction from you to the contrary, we may dispose of all records relating to the representation seven years after we last performed work on the matter, without further notice to you. You also agree that we need not keep documents containing our lawyer work product, mental impressions, notes, drafts, and emails and those documents will not be considered to be part of the Client File.

Termination

25. You may terminate the engagement at any time for any reason; we may terminate the engagement at any time, consistent with our ethical obligations. We expressly reserve the right to stop acting for you, and you expressly consent to our right to terminate, if you fail to pay for amounts invoiced or requested on account of costs.
26. You remain responsible for paying fees and costs related to work performed before the end of the engagement.

Completion of Engagement

27. Our representation of you will end when we have completed the services described in the Letter or, unless otherwise agreed, after six months of furnishing no billable services to you, without the need for further written confirmation.

Translations

28. If we use or prepare a translation, you should be aware that words and legal concepts used in one language may not have equivalents in another. You should not assume that any translation exactly replicates the original text.

Entire Agreement

29. The Engagement Agreement cannot be modified by any policies, procedures, guidelines, correspondence, or other document from you unless agreed to in writing by a partner of the Dentons Legal Practice engaged by you. If there is a conflict between the Terms and the Letter, the provisions of the Letter control. If any part of an Engagement Agreement is held to be illegal, invalid or unenforceable, it shall not form part of the agreement and the balance shall remain enforceable and shall not be affected.