

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.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Dickstein Shapiro LLP 1825 Eye St. NW Washington, DC 20006	2. Registration No. 3028
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3. Name of foreign principal Republic of Turkey (through the Gephardt Group)	4. Principal address of foreign principal Embassy of the Republic of Turkey 2525 Massachusetts Avenue, NW Washington, DC 20008
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5. Indicate whether your foreign principal is one of the following:

- Foreign government
- 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, Republic of Turkey
- b) Name and title of official with whom registrant deals  
Nabi Sensoy, The Ambassador of Turkey to the United States

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

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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.


Date of Exhibit A	Name and Title	Signature
03/17/2009	Robert J. Mangas	

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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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 Dickstein Shapiro LLP	2. Registration No. 3028
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3. Name of Foreign Principal  
Republic of Turkey (through the Gephardt Group)

Check Appropriate Boxes:

- 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.

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7. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
Registrant is a subcontractor of Gephardt Group to perform services for the Republic of Turkey. There is no formal written contract between Registrant and the foreign principal. See attached engagement letter, which describes the representation.

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

Please refer to the attached engagement letter.

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.

Please refer to the attached engagement letter.

Date of Exhibit B 03/17/2009	Name and Title Robert J. Mangas	Signature 
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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.

**DICKSTEINSHAPIRO**LLP

1825 Eye Street NW | Washington, DC 20006-5403  
TEL (202) 420-2200 | FAX (202) 420-2201 | dicksteinshapiro.com

February 27, 2009

Mr. Thomas J. O'Donnell  
Executive Vice President, Government Affairs  
Gephardt Group  
1101 K Street, NW  
Washington, DC 20005

Dear Mr. O'Donnell:

We are pleased that you have asked Dickstein Shapiro LLP to assist the Gephardt Group in providing the Republic of Turkey with the representation described below. Pursuant to the District of Columbia Rules of Professional Conduct, this letter sets forth our agreement as to the scope and nature of the representation to be provided and the basis on which our Firm's fees and related expenses will be paid.

Scope and Nature of Representation.

The Firm's client in this engagement will be the Republic of Turkey. Except as may otherwise be provided herein, the Firm has not been retained as counsel for any individual, and no such relationship is created by this engagement.

Under this new engagement, the Firm will serve as the Republic of Turkey's counsel in connection with the extension and strengthening of the Turkish-American relationship in a number of key areas that will be the subject of much debate in the 111th Congress, including trade, energy security, counter-terrorism efforts, and efforts to build regional stability in the broader Middle East. At this time, the Republic of Turkey has retained the Firm only to handle the matters just described, and any future expansion of the engagement beyond these matters will be specified in writing. Our work and responsibilities will be limited to the specific matters for which the Firm has been retained.

As you know, in addition to the counseling services that the Firm agrees to provide to the Republic of Turkey under this agreement, the Firm provides legal services in many other areas and often in matters that involve multiple parties, such as bankruptcy, corporate and finance, and complex antitrust litigation. You acknowledge that the Firm will remain free to represent existing or new clients in other matters where their position is not adverse to the Republic of Turkey.

We do not see any current conflict of interest in our representation of the Republic of Turkey in this representation. However, as we have discussed, the Firm represents or may represent other clients that may have interests in the broad policy areas mentioned herein, such as trade, energy security, or foreign policy matters. If any unresolved conflict were to arise, it could become

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necessary for the Firm to withdraw from representing the Republic of Turkey. You understand and agree that in any such situation the Firm could continue to represent its existing clients.

Unless extended as provided above (or unless earlier terminated as provided below), this engagement will terminate at the end of the matter described in this letter. In any event, unless we agree otherwise in writing this engagement will be deemed terminated if the matter has been inactive and the Firm has had no occasion to perform any legal services in connection with it for a period of one year. You will have the right to terminate this engagement at any time and for any reason. The Firm also reserves the right to do so if our statements are not timely paid, or for any other reason required or permitted by the applicable rules of professional conduct.

Fees. The Firm's fee for this engagement shall be a monthly retainer in the amount of \$35,000 per month, plus incremental expenses. The amount of the retainer shall be subject to mutually agreeable adjustment at the end of each year based upon the work performed by us during the previous year and the work reasonably anticipated to be required during the succeeding year. We anticipate that Speaker Dennis Hastert and Robert Mangas will be principally involved in the representation.

Reimbursement for Disbursements and Other Costs. In accordance with the Firm's usual practice, disbursements to third parties for local transportation and travel, transcripts, postage, messengers, court reporters, filing and other fees, service of process, commercial printing and any miscellaneous items will be billed to the Gephardt Group at actual cost. In the case of third-party bills for expenses in excess of \$2,500, we usually will ask the Gephardt Group to pay the vendor directly.

Internal support services are charged either on a direct-cost basis (including an allocation of overhead directly associated with the provision of the service) or in accordance with the Firm's standard rates. Delivery services and secretarial overtime are charged at or below the direct or allocated cost of the particular services. Imaging and scanning will be charged at or below the prevailing commercial prices. Printing and photocopying are charged at 18 cents per page and computerized legal research is charged at a 40% discount from the computer companies' standard commercial rate schedules.

The Firm will send you monthly statements covering charges for the prior month, and will expect each statement to be paid within 30 days. If you have questions about any statement, please raise them with me promptly. In the event any bills remain outstanding for more than 60 days, the Firm reserves the right to charge interest at the rate of 1% a month from the date when they were rendered.

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February 27, 2009

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If this letter accurately states the agreement and understanding between us, please so indicate by signing in the space provided below and returning one executed copy of this agreement to me. We look forward to working with you.

**Dickstein Shapiro LLP**

By Robert Mangas  
Robert Mangas  
(202) 420-2241 direct dial  
(202) 379-9337 direct fax  
mangasr@dicksteinshapiro.com

AGREED TO AND ACCEPTED:

**Gephardt Group**

By \_\_\_\_\_

Dated \_\_\_\_\_

Additional Provisions on Fees

I hereby agree to be liable, jointly and severally, with the Republic of Turkey in this engagement, for all legal fees, disbursements and expenses payable pursuant to the terms stated in this engagement letter.

**Gephardt Group**

By \_\_\_\_\_

Dated \_\_\_\_\_