

Under 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. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant

Thompson & Company

Name of Foreign Principal

Embassy of the Republic of Turkey

Check Appropriate Boxes:

- 1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- 2. There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3. 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 the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Pursuant to the agreement, registrant will perform general government relations services, including reporting on U.S. government policies and activities, representing the Embassy of Turkey before Congress and U.S. government agencies, and providing advice to the Embassy of various government relations matters. The provision of these services may require the registrant to contact from time to time by letter, telephone or in person members of Congress or U.S. government officials.

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REGISTRATION

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

Pursuant to the agreement, registrant will perform general government relations services, including reporting on U.S. government policies and activities, representing the Embassy of Turkey before Congress and U.S. government agencies, and providing advice to the Embassy of various government relations matters. The provision of these services may require the registrant to contact from time to time by letter, telephone or in person members of Congress or U.S. government officials.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
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.

See answers to Questions 4 and 5 above. Registrant will be called upon from time to time to represent the Embassy of Turkey with regard to regulations, policies and legislative measures that impact the U.S.-Turkey relationship, including, but not limited to, resolutions relating to economic issues.

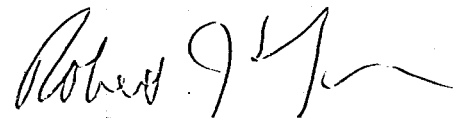
Date of Exhibit B

February 19, 1991

Name and Title

Robert J. Thompson
President

Signature



¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other 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.

A G R E E M E N T

1. This agreement is made on 8th Day of January, 1991 between the Embassy of the Republic of Turkey in Washington, D.C. (hereinafter referred to as "the Embassy") and the firms of McAuliffe, Kelly, Raffaelli and Siemens and Thompson and Company (hereinafter referred to as "the Firms").

2. The parties have agreed as follows:

a. The firms shall assist the Embassy in promoting greater appreciation and recognition of Turkey's role as a friend and key ally of the United States.

b. As the maintenance and continued growth of understanding and cooperation between Turkey and the United States is largely dependent upon the projection of a fair and accurate image of Turkey in this country, the Firms will help the Embassy to ensure that Turkey presents such a correct image in the United States with her economic strides, increasing business opportunities, vast touristic resources and dynamic modern social structure. In this context particular emphasis shall be given to the promotion of bilateral trade between Turkey and the United States in agricultural, textile and other products and in the form of joint-ventures.

c. The firms shall endeavor to counter any efforts detrimental to the Turkish-U.S. relationship.

d. In pursuit of the above objectives, the Firms shall conduct meetings with the Members and staff of the United States Senate, House of Representatives and Administration officials.

e. The Firms shall advise and assist the Embassy in dealing with pending legislation and other matters requiring immediate attention.

f. The Firms shall prepare substantive analyses, reports and statements for use by the Embassy in the production of materials for the media.

g. The firms shall support the Embassy's public relations program through contacts with commentators and other media personalities, business and community leaders, legislators, and policy makers. The Firms shall provide journalists and opinion-makers with timely and accurate briefings, fact-sheets, and analyses regarding matters affecting the U.S.-Turkish relationship.

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SECTION 5043

3. In compensation for these services, the Firms shall receive a fee totaling \$800,000.00 for the period of twelve months. One-fourth of this fee shall be paid on January 8, 1991 and the remaining three-fourths will be paid as follows:

one-fourth April 8, 1991
one-fourth July 8, 1991
one-fourth October 8, 1991

Costs relating to special projects requested or approved by the Embassy other than the services indicated above, will be reimbursed to the Firms separately. All special projects proposed by the Firms shall be subject to written acceptance by the Embassy. No amount will be paid for any proposed special project refused by the Embassy.

4. The Firms shall carry out all its activities in the framework of this Agreement under the direction and supervision of the Embassy. The Embassy will also coordinate the activities of the Firms with those of any other lobbying/PR companies the Embassy has retained or may retain for similar purposes.

5. This Agreement shall take effect in January 8, 1991 and shall continue through January 7, 1992. However, unless written notice to the contrary is given either by the Firms or by the Embassy at least 30 days prior to January 7, 1992, the Agreement shall automatically be extended for an additional twelve month period at the same rate of \$800,000.00.

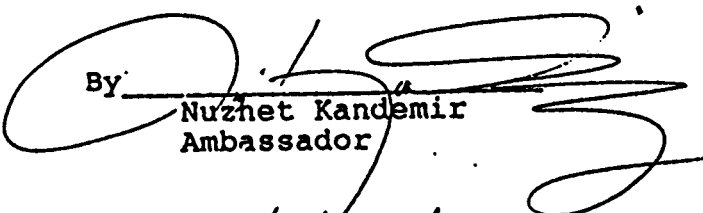
6. The Firms shall safeguard as confidential any political, military, economic or other information provided to them in confidence by the Embassy and shall return any such information upon request of the Embassy and not retain copy thereof in any form.

7. The laws of the Republic of Turkey shall govern in any interpretation or litigation concerning this agreement.

IN WITNESS THEREFORE

EMBASSY OF THE REPUBLIC
OF TURKEY

By


Nuzhet Kandemir
Ambassador

DATE

2/7/1991

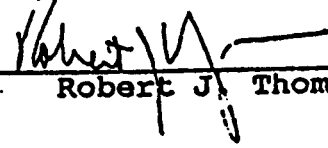
MCAULIFFE, KELLY,
RAFFAELLI AND SEIMENS

By


John D. Raffaelli

THOMPSON AND COMPANY

By


Robert J. Thompson

2/7/91