

Privacy Act Statement. 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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, Criminal 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 <i>THE SOLOMON GROUP, L.L.C.</i>		2. Registration No. <i>5352</i>
3. Name of foreign principal <i>THE GOVERNMENT OF THE REPUBLIC OF TURKEY</i>	4. Principal address of foreign principal <i>THE EMBASSY OF THE REPUBLIC OF TURKEY 2525 MASSACHUSETTS AVE, NW WASHINGTON, DC 20008</i>	
5. Indicate whether your foreign principal is one of the following:		
<input checked="" type="checkbox"/> Foreign government		
<input type="checkbox"/> Foreign political party		
<input type="checkbox"/> 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) _____
<input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant.		<i>THE MINISTRY OF FOREIGN AFFAIRS REPUBLIC OF TURKEY</i>
b) Name and title of official with whom registrant deals.		<i>H.E. BAKI ILKIN, AMBASSADOR OF THE REPUBLIC OF TURKEY</i>
7. If the foreign principal is a foreign political party, state:		
a) Principal address.		<i>N/A</i>
b) Name and title of official with whom registrant deals.		<i>N/A</i>
c) Principal aim		

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

N/A

Supervised by a foreign government, foreign political party, or other foreign principal Yes No

Owned by a foreign government, foreign political party, or other foreign principal Yes No

Directed by a foreign government, foreign political party, or other foreign principal Yes No

Controlled by a foreign government, foreign political party, or other foreign principal Yes No

Financed by a foreign government, foreign political party, or other foreign principal Yes No

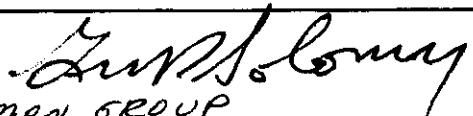
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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

Date of Exhibit A 1/31/00	Name and Title GERALD B. H. SOLOMON PRESIDENT & CEO, THE SOLOMON GROUP	Signature 
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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, Criminal 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 <i>THE SOLOMON GROUP, L.L.C</i>	2. Registration No. <i>5352</i>
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3. Name of Foreign Principal
THE GOVERNMENT OF THE REPUBLIC OF TURKEY

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. *THE CONTRACT HAS NOT YET BEEN SIGNED, BUT HAS BEEN AGREED TO IN PRINCIPLE*
- 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.

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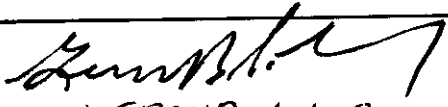
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

THE REGISTRANT WILL RESEARCH AND ANALYZE ISSUES RELATED TO TURKEY; COUNSEL THE PRINCIPAL ON U.S. POLICIES OF CONCERN TO TURKEY, PENDING LEGISLATION IN CONGRESS, AND DEVELOPMENTS IN THE U.S. POLITICAL SCENE GENERALLY; AND MAINTAIN CONTACT WITH MEMBERS OF CONGRESS, AND THEIR STAFF; EXECUTIVE BRANCH OFFICIALS, AND NON-GOVERNMENTAL ORGANIZATIONS BY MEANS OF WRITTEN CORRESPONDENCE, TELEPHONE CALLS, AND MEETINGS.

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.

ALL OF ACTIVITIES LISTED ABOVE WILL BE UNDERTAKEN IN ORDER TO COMMUNICATE INFORMATION TO THE PRINCIPAL, AS WELL AS TO COMMUNICATE INFORMATION ABOUT TURKEY'S POLICIES TO INTERESTED PERSONS IN THE PUBLIC AND PRIVATE SECTORS, AT THE REQUEST OF THE PRINCIPAL, THE REGISTRANT MAY FROM TIME TO TIME ARRANGE MEETINGS WITH MEMBERS OF CONGRESS AND/OR STAFF FOR VISITING DIGNITARIES.

Date of Exhibit B 1/31/00	Name and Title GERALD B.H. SOLOMON PRESIDENT + CEO, THE SOLOMON GROUP, L.L.C.	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 interests, policies, or relations of a government of a foreign country or a foreign political party.

DRAFT
1/27/00

AGREEMENT

This representation agreement (the "Agreement") is made and entered into this ___ day of January, 2000, between The Livingston Group, L.L.C. ("The Livingston Group"), which has a strategic alliance with the Washington-based firm of Jones, Walker, Waechter, Poitevent, Carrere & Denegre, L.L.P., and The Solomon Group, L.L.C. ("The Solomon Group") to provide government relations services for the Government of the Republic of Turkey (the "Government").

The Livingston Group and The Solomon Group hereby agree to the following terms of this Agreement:

1. Agreement Period. This Agreement between The Livingston Group and The Solomon Group will extend over the 12-month period beginning March 1, 2000 and continuing through February 28, 2001. It may be renewed for additional and successive one-year periods upon the agreement of both parties. This Agreement may, during the period of its duration, be terminated with or without cause at any time by either party after sixty (60) days written notice to the other party.

2. Services. As an independent contractor, The Solomon Group shall assist The Livingston Group, as permitted by the Ethics Reform Act of 1989 and other applicable United States laws and regulations, in providing the Government with government affairs representation before the federal government of the United States and the United States Congress, and before governments other than the United States Government, as required. In this matter, The Solomon Group agrees to coordinate any and all of its government affairs representation activities for the Government with The Livingston Group. Additionally, the Manager of The Solomon Group agrees to attend scheduled weekly coordination meetings, and any other meetings as required, with the Government and The Livingston Group.

3. Fees. For the assistance provided by The Solomon Group, The Livingston Group agrees to pay The Solomon Group an annual retainer fee of U.S. \$700,000 payable in the following installments:

a. An installment of U.S. \$350,000 due and payable no later than five (5) working days following the payment of U.S. \$900,000 by the Government to The Livingston Group on or about March 1, 2000.

b. An installment of U.S. \$175,000 due and payable no later than five (5) working days following the payment of U.S. \$450,000 by the Government to The Livingston Group on or about July 1, 2000.

c. An installment of U.S. \$175,000 due and payable no later than five (5) working days following the payment of U.S. \$450,000 by the Government to The Livingston Group on or about November 1, 2000.

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In the event that this Agreement is terminated prior to the end of its 12-month period of duration, any retainer fees paid to The Solomon Group by The Livingston Group that exceed the pro-rata share of fees apportioned on a daily basis, up to and including the date sixty (60) days after notice of termination has been provided as described herein, shall be refunded by The Solomon Group to The Livingston Group.

4. Privileged Information. The Solomon Group will use all permissible efforts to protect privileged communications or other confidential information developed by The Solomon Group or provided to The Solomon Group by the Government or The Livingston Group during the course of The Solomon Group's provision of services described herein.

5. Foreign Agents Registration Act. The Solomon Group and any subcontractor of The Solomon Group shall separately and individually comply with filing and other requirements of the Foreign Agents Registration Act. Furthermore, The Solomon Group and any subcontractor of The Solomon Group shall comply with any and all restrictions and requirements of the Foreign Agents Registration Act, the Lobbying Disclosure Act, and other applicable laws and regulations of the United States.

6. Conflicts. The Livingston Group understands that The Solomon Group provides services to many commercial entities that are engaged in international business and trade activities. Notwithstanding anything to the contrary within this Agreement, The Solomon Group shall be responsible for notifying the Government and The Livingston Group of any potential conflicts of interest between its representation of the Government and any other party.

7. Representations and Warranties.

a. The Livingston Group hereby represents and warrants that the undersigned has the full power and authority to enter into this Agreement on behalf of The Livingston Group and to carry out the obligations contemplated herein. This Agreement, when executed by the undersigned on behalf of The Livingston Group, will constitute a legal, valid and binding agreement of The Livingston Group enforceable against The Livingston Group in accordance with its terms.

b. The Solomon Group hereby represents and warrants that the undersigned has the full power and authority to enter into this Agreement on behalf of The Solomon Group and to carry out the obligations contemplated herein. This Agreement, when executed by the undersigned on behalf of The Solomon Group, will constitute a legal, valid and binding agreement of The Solomon Group enforceable against The Solomon Group in accordance with its terms.

8. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia.

9. General. The Solomon Group agrees to abide by every applicable law or regulation covering government affairs representation during the implementation of this Agreement. The Solomon Group is an independent contractor, and, as such, has no authority to bind The Livingston Group or the Government in any manner whatsoever, absent the express written consent of The Livingston Group or the Government. The Solomon Group shall be solely responsible for the acts of its employees and/or agents and shall defend and hold The Livingston Group and the Government harmless from any claims which arise from said acts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first written above, in two (2) original copies.

FOR THE LIVINGSTON GROUP, L.L.C.:

By: Robert L. Livingston
Manager

FOR THE SOLOMON GROUP, L.L.C.:

By: Gerald B. H. Solomon
Manager

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11. Describe separately and in detail all services which you will render to the foreign principal listed in Item 10 either directly, or through the primary registrant listed in Item 8, and the dates of such services.

The registrant will research and analyze issues related to Turkey; counsel the principal on US policies of concern to Turkey, pending legislation in Congress, and developments in the US political scene generally; and maintain contact with Members of Congress and their staff, Executive branch officials, and non-governmental organizations by means of written correspondence, telephone calls, and meetings.

12. Do any of the above described services include political activity as defined in Section 1(o) of the Act and in the footnote below?

Yes. All of the activities listed above in question #11 will be undertaken in order to communicate information to the principal, as well as to communicate information about Turkey's policies to interested persons in the public and private sectors. At the request of the principal, the registrant may from time to time arrange meetings with Members of Congress and/or staff for visiting dignitaries.

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