

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 The Livingston Group, LLC 499 S. Capitol Street, SW, Suite 600 Washington, DC 20003	2. Registration No. 5356
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3. Name of foreign principal Republic of Turkey	4. Principal address of foreign principal 1606 Twenty-Third Street, NW Washington, DC 20036
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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:

<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 Turkish Embassy

b) Name and title of official with whom registrant deals.
Ambassador Baki Ilkin, Turkish Ambassador to the United States

7. If the foreign principal is a foreign political party, state:

a) Principal address.
Not Applicable

b) Name and title of official with whom registrant deals.
Not Applicable

c) Principal aim
Not Applicable

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
Not Applicable

b) Is this foreign principal

Not Applicable
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

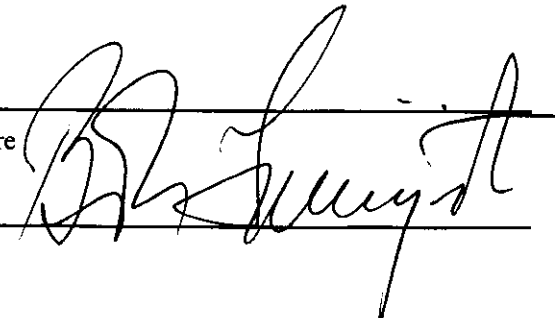
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

Not Applicable

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.

Not Applicable

Date of Exhibit A January 31, 2000	Name and Title Robert L. Livingston Manager	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 The Livingston Group, LLC 499 S. Capitol Street, SW Suite 600 Washington, DC 20003	2. Registration No. 5356
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3. Name of Foreign Principal
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.

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.

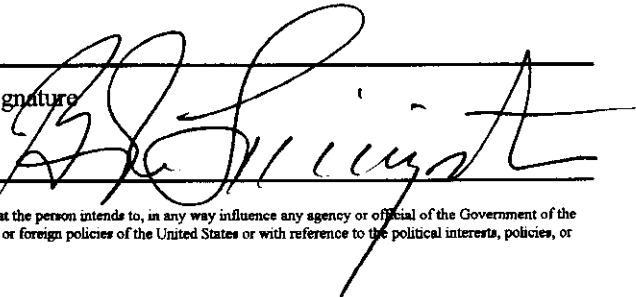
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please refer to section (2) of the attached contract.

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 section (2) of the attached Contract.

Date of Exhibit B	Name and Title	Signature
January 31, 2000	Robert L. Livingston Manager	

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.


AGREEMENT

This representation agreement for government relations services (the "Agreement") is made and entered into this 21st day of January, 2000, between the Government of the Republic of Turkey (the "Government") and The Livingston Group, L.L.C., a Virginia limited liability company (the "Group"), which has a strategic alliance with the Washington-based firm of Jones, Walker, Waechter, Poitevent, Carrere & Denegre, L.L.P.

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

1. Agreement Period. This Agreement between the Government and the 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 permitted by the Ethics Reform Act of 1989 and other applicable United States laws and regulations, the Group shall provide 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.
3. Fees. The Government agrees to pay the Group an annual retainer fee in the sum of \$1,800,000 in United States dollars per year for the services described herein. This annual retainer fee shall be payable in the following installments:
 - a. An installment of U.S. \$900,000 due and payable no later than March 1, 2000, and annually thereafter.
 - b. An installment of U.S. \$450,000 due and payable no later than July 1, 2000, and annually thereafter.
 - c. An installment of U.S. \$450,000 due and payable no later than November 1, 2000, and annually thereafter.

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 Group by the Government 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 Group to the Government. All retainer fee installments shall be paid by wire transfer of immediately available funds to the following account, or to such accounts as later designated by the Group in writing:

Baki icem


Bank: Riggs Bank, N.A.
ABA No.: 054000030
Address: P.O. Box 96758
Washington, D.C. 20090-6758
Account Name: The Livingston Group, L.L.C.
Account No.: 17270453
Attn: Joseph Pereira, Account Representative

4. Report. The Group will provide the Government with a monthly status report concerning the services to be provided as described herein.

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

6. Subcontractors. The Government agrees that the Group shall employ The Solomon Group, L.L.C., to assist in providing the services described herein. The Livingston Group may also employ other subcontractors at the discretion of the Group to assist in providing the services described herein.

7. Foreign Agents Registration Act. The Group and any subcontractor of the Group shall separately and individually comply with filing and other requirements of the Foreign Agents Registration Act. Furthermore, the Group and any subcontractor of the 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.

8. Conflicts. The Government understands that the 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 Group, in the exercise of its sole discretion, may represent any commercial entity in doing business with the Government. The Group shall be responsible for notifying the Government of any potential conflicts of interest between its representation of the Government and any other party.

9. Representations and Warranties.

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

Barbara
hff

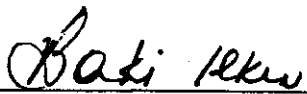
b. The Group hereby represents and warrants that the undersigned has the full power and authority to enter into this Agreement on behalf of the Group and to carry out the obligations contemplated herein. This Agreement, when executed by the undersigned on behalf of the Group, will constitute a legal,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

10. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Turkey.

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

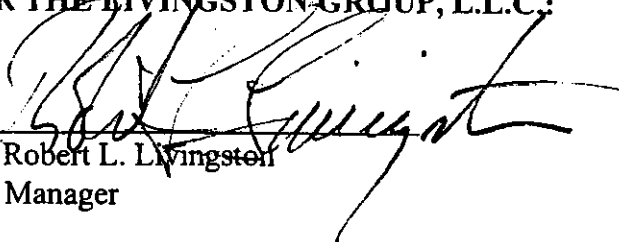
**FOR THE GOVERNMENT OF THE
REPUBLIC OF TURKEY:**



By: Baki Ilkin

Turkish Ambassador to the United States

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



By: Robert L. Livingston
Manager