

**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.

**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 .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<br>Gephardt Group Government Affairs, LLC | 2. Registration No.<br>5874 |
| 3. Name of Foreign Principal<br>Republic of Turkey              |                             |

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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.

Please refer to Exhibit B, Attachment 1 (Services Agreement)

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


Please refer to Exhibit B, Attachment 1 (Services Agreement)

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 Exhibit B, Attachment 1 (Services Agreement)

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| Date of Exhibit B | Name and Title   | Signature  |
|-------------------|--|--|
| 1/11/11           | Thomas J. O'Donnell<br>Managing Partner, Gephardt Group Government Affairs |  |

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.

# GEPHARDT GOVERNMENT AFFAIRS

## SERVICES AGREEMENT

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THIS AGREEMENT is made between the Government of the Republic of Turkey ("Turkey"), a foreign sovereign, and Gephardt Group Government Affairs LLC, a Delaware Limited Liability Company ("Gephardt Government Affairs").

1. Term: This Agreement shall be for 12 months, commencing August 1, 2010 and expiring July 31, 2011. Its terms may be renewed upon the explicit written assent of both parties.

2. Services: Gephardt Government Affairs agrees to provide lobbying and government relations services to Turkey, which shall consist of those services ordinarily and customarily provided in representing a foreign sovereign before the United States Congress and Executive Branch. These services shall include, but not be limited to:

- (a) Proposing and pursuing passage of legislation and other U.S. government action that promotes Turkey's interests and provides a positive image of Turks, Turkey and the United States-Turkey relationship,
- (b) Preserving and enlarging the Congressional Caucus on Turkey and Turkish Americans,
- (c) Educating members of Congress and the Administration on issues of importance to Turkey,
- (d) Promptly notifying Turkey of any action in Congress or the Executive Branch on issues of importance to Turkey,
- (e) Preparing brief analyses of developments in Congress and the Executive Branch on particular issues of concern to Turkey,
- (f) Identifying official gatherings and social events to which Embassy personnel ought, in Gephardt Government Affairs' opinion, attend, including to the extent possible, obtaining the necessary invitations,
- (g) Identifying and/or arranging speaking engagements locally and nationally for Embassy personnel or their appointed or suggested proxies in fora that will improve Turkey's image and advance its causes on Capitol Hill. Such would be, if so directed by Turkey, coordinated with Turkey's existing public relations service provider[s], and

- (h) Maintaining and forging alliances with other interest groups whose goals are similar to or shared by Turkey.

3. Personnel and Other Service Providers:

- (a) Except as noted below, Gephardt Government Affairs shall compose its own team to achieve the best possible results in providing the services described above. It will provide Turkey at the earliest possible date a list of personnel, including an indication of their areas of expertise and/or how they will be utilized. This list will be updated from time to time as required.

- (b) Gephardt Government Affairs will retain the services of Dickstein Shapiro LLP. to serve as a subcontractor on this matter according to the following terms:

- i. Term of Subcontract: The subcontract shall commence on August 1, 2010 and expire July 31, 2011, subject to subsequent renewal upon the mutual assent of the parties.

- ii. Fees for Subcontractor: Dickstein Shapiro LLP shall be paid a monthly fee of \$43,875 for the term. The fees of the subcontractor shall be borne by Turkey and provided for in the fees remitted to Gephardt Government Affairs (clause 4 below). Gephardt Government Affairs is responsible for disbursing the fees to Dickstein Shapiro LLP on a regular basis.

- iii. It is understood that Dickstein Shapiro LLP shall have the same obligations as Gephardt Government Affairs in this Agreement and that Gephardt Government Affairs and Dickstein Shapiro LLP have pledged to work together amicably.

- (c) Gephardt Government Affairs will retain the services of Lydia Borland of the Caspian Group, LLC to serve as a subcontractor on this matter according to the following terms:

- i. Term of Subcontract: The subcontract shall commence on August 1, 2010 and expire July 31, 2011, subject to subsequent renewal upon the mutual assent of the parties.

- ii. Fees for Subcontractor: The Caspian Group, LLC shall be paid a monthly fee of \$13,650 for the term. The fees of the subcontractor shall be borne by Turkey and provided for in the fees remitted to Gephardt Government Affairs (clause 4 below). Gephardt Government Affairs is responsible for disbursing the fees to the Caspian Group, LLC on a regular basis.

- iii. It is understood that the Caspian Group, LLC shall have the same obligations as Gephardt Government Affairs in this Agreement and that Gephardt Government Affairs and the Caspian Group, LLC have pledged to work together amicably.
- (d) Gephardt Government Affairs may retain the services of additional subcontractors and consultants as deemed necessary to assist the firm. Such additional subcontractors and consultants may be retained and terminated at Gephardt Government Affairs' discretion. Gephardt Government Affairs shall be solely responsible for compensating any such additional subcontractors and consultants.
- (e) Should for any reason Turkey request that Gephardt Government Affairs discontinue the services of any subcontractor named in this Agreement, Gephardt Government Affairs shall immediately terminate the relevant subcontract, applying the same terms described in Item 6 below.
- (f) Gephardt Government Affairs agrees to share information and work amicably with Turkey's other service providers as identified by the Turkish Embassy.

4. Fees: Turkey agrees to pay Gephardt Government Affairs a total of \$1,300,000 in US dollars for the services described in this Agreement to be performed by Gephardt Government Affairs, the subcontractors listed above, and any additional subcontractors that it may retain. A monthly payment shall be due at the beginning of each month or on any other schedule agreed to by the parties.

5. Additional Costs and Expenses: Should Gephardt Government Affairs incur extraordinary costs and expenses on Turkey's behalf that are not otherwise contemplated in the fees described above, Turkey shall reimburse these costs provided that Turkey gives explicit advance approval.

6. Termination:

- (a) This Agreement shall terminate upon its natural expiration if not renewed.
- (b) Either party may terminate this Agreement at any time prior to its natural expiration subject to fourteen (14) days advance written notice. In this event, Turkey shall pay Gephardt Government Affairs its pro-rata share of earned fees apportioned on a daily basis through the end of the notice period.
- (c) Should this Agreement terminate prior to its natural expiration, any fees paid to Gephardt Government Affairs by Turkey that exceed the pro-rata share of earned fees apportioned on a daily basis up to the date of termination shall be refunded by Gephardt Government Affairs to Turkey.

7. Monthly Reporting and Quarterly Performance Assessment: Gephardt Government Affairs shall provide monthly a written report to Turkey succinctly describing its work on Turkey's behalf. Such reports need not include calculations of the time spent by the individual members of the Gephardt Government Affairs team. Further, every three months, or as often as Turkey may desire, Gephardt Government Affairs shall present to Turkey a written assessment of its performance during the preceding period. If, upon reviewing the assessment, Turkey is not satisfied with Gephardt Government Affairs' performance, Turkey may, at its sole discretion, terminate this Agreement according to the terms stated herein.

8. Privileged Information: Gephardt Government Affairs will use all permissible efforts to protect privileged communications or other confidential information developed by it or provided to it by Turkey during the term of this Agreement. This obligation shall survive the termination of this Agreement and any renewals for a period of not less than two years. Upon the termination of this Agreement and any renewals Turkey may request from Gephardt Government Affairs the return of any documents or other information provided by Turkey.

9. Registration and Disclosure: Gephardt Government Affairs and any subcontractors it may employ shall separately and individually comply with any and all restrictions and requirements, including filing and other disclosure, of the Foreign Agents Registration Act, the Lobbying Disclosure Act, the Ethics Reform Act of 1989, the Foreign Corrupt Practices Act, the Honest Leadership and Open Government Act, and other applicable laws and regulations of the United States and the District of Columbia.

11. Conflicts: Turkey acknowledges Gephardt Government Affairs' breadth of practice, which give rise to the potential that it may represent clients in unrelated matters whose interests are contrary to Turkey's. Nonetheless, even the appearance of a conflict could render unproductive the relationship contemplated by this Agreement. Therefore, Gephardt Government Affairs shall endeavor not only to avoid actual conflicts, but the appearance of conflicts as well. To that end, Gephardt Government Affairs shall comply with all applicable provisions of the District of Columbia Bar Code of Professional Conduct. It shall also immediately assess whether it represents any clients whose interests are contrary to Turkey. If so, then it shall inform Turkey and then Turkey and Gephardt Government Affairs shall work together to determine whether and how to resolve any apparent or actual conflict. Only on a case-by-case basis will Turkey acknowledge that a concurrent representation in an unrelated matter is appropriate. In order to assist in the process of identifying potential conflicts, Gephardt Government Affairs shall consult with the Turkish Embassy's legal counsel in identifying those issues, which, if addressed in other client matters, may present a conflict.

12. Choice of Law: This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Turkey. The Turkish Republic courts located in Ankara, Turkey shall be the venue for resolving any dispute related to the interpretation and application of this Agreement that cannot otherwise be settled amicably by the parties.

13. Power to Bind: Absent the express written consent of Turkey, neither Gephardt Government Affairs nor its consultants and subcontractors have authority to bind Turkey in any manner whatsoever.

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

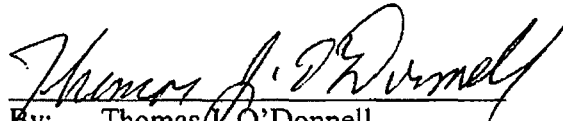


12/22/2010

By: \_\_\_\_\_

Date \_\_\_\_\_

**FOR GEPHARDT GROUP GOVERNMENT AFFAIRS LLC**



By: Thomas J. O'Donnell  
Managing Partner

12/22/10

Date \_\_\_\_\_

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