

U.S. Department of Justice  
 Washington, DC 20530

**Exhibit A to Registration Statement  
 Pursuant to the Foreign Agents Registration Act of  
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://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 online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 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, FARA Unit, Counterintelligence and Export Control 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><br>Imperium Strategies LLC | 2. Registration Number<br><br>7559 |
|--|------------------------------------|

3. Primary Address of Registrant  
 2677 Avenir Place, Vienna, VA 22180

|   |   |
|---|---|
| 4. Name of Foreign Principal<br><br>Government of Turkiye | 5. Address of Foreign Principal<br><br>Embassy of the Republic of Turkey, 2525 Massachusetts Avenue, NW<br>Washington, DC 20008 |
|---|---|

6. Country/Region Represented  
 TURKEY

7. Indicate whether the foreign principal is one of the following:

- Government of a foreign country<sup>1</sup>
- 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 \_\_\_\_\_

8. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant  
 Government of the Republic of Turkey
- b) Name and title of official(s) with whom registrant engages  
 Yigit Canay

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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

- a) Name and title of official(s) with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

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10. 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"/> |

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11. Explain fully all items answered "Yes" in Item 10(b).

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12. 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.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date       | Printed Name | Signature  |
|------------|--------------|--|
| 03/23/2025 | Brian Forni  | <input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Brian Forni |
| _____      | _____        | <input data-bbox="886 491 954 529" type="text" value="Sign"/> _____          |
| _____      | _____        | <input data-bbox="886 577 954 615" type="text" value="Sign"/> _____          |
| _____      | _____        | <input data-bbox="886 663 954 701" type="text" value="Sign"/> _____          |

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

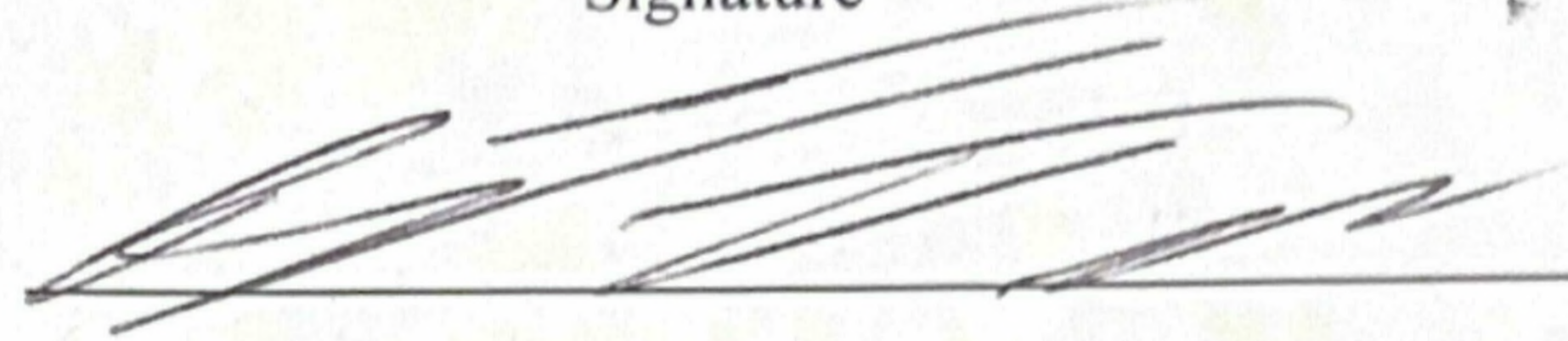
Date

Printed Name

Signature

3-23-25

BRIAN FORNI



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|  |  |  |

U.S. Department of Justice

Washington, DC 20530

**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. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for 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 the 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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://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 online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 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, FARA Unit, Counterintelligence and Export Control 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>Imperium Strategies LLC | 2. Registration Number<br>7559 |
|--|--------------------------------|

3. Name of Foreign Principal  
Government of Turkiye

Check Appropriate Box:

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, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 03/17/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will provide lobbying and government relations services as a subcontractor on behalf of the Government of the Republic of Turkey. Activities include promoting legislation and U.S. government actions favorable to Turkey; expanding the Congressional Caucus on Turkey; educating Congress and the Executive Branch on issues of importance to Turkey; monitoring legislative and administrative developments; identifying relevant events and speaking opportunities for Turkish Embassy personnel; and building alliances with like-minded interest groups.

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

The registrant proposes to provide lobbying and government relations services on behalf of the Government of the Republic of Turkey, including promoting favorable legislation, engaging with Congress and Executive Branch officials, monitoring policy developments, educating U.S. policymakers on issues important to Turkey, identifying relevant events and speaking opportunities for Embassy personnel, and supporting efforts to strengthen Turkey's image and U.S.-Turkey relations.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.<sup>1</sup>

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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The registrant will engage in lobbying and advocacy efforts on behalf of the Government of the Republic of Turkey to influence U.S. policy and legislation favorable to Turkey. Activities include direct outreach to Members of Congress and Executive Branch officials; promoting policies that strengthen U.S.-Turkey relations; monitoring legislative developments; providing briefings and informational materials; arranging meetings and events for Embassy personnel; and supporting public relations strategies.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes  No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

| Date | Contact | Method | Purpose |
|------|---------|--------|---------|
|------|---------|--------|---------|

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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes  No

If yes, set forth below in the required detail an account of such monies or things of value.

| Date Received | From Whom | Purpose | Amount/Thing of Value |
|---------------|-----------|---------|-----------------------|
|---------------|-----------|---------|-----------------------|

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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes  No

If yes, set forth below in the required detail an account of such monies or things of value.

| Date | Recipient | Purpose | Amount/Thing of Value |
|------|-----------|---------|-----------------------|
|------|-----------|---------|-----------------------|

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<sup>1</sup> "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.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

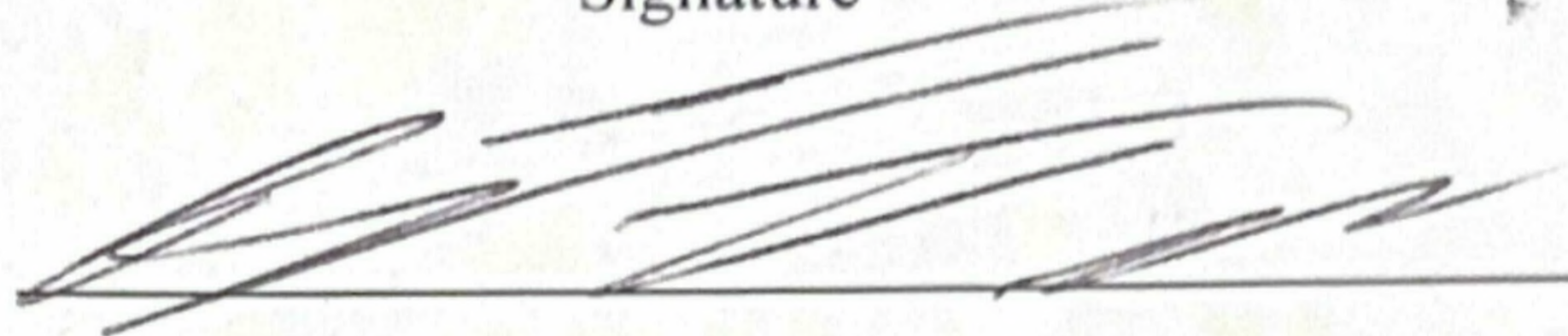
**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date       | Printed Name | Signature           |
|------------|--------------|---------------------|
| 03/23/2025 | Brian Forni  | Sign /s/Brian Forni |
| _____      | _____        | Sign _____          |
| _____      | _____        | Sign _____          |
| _____      | _____        | Sign _____          |

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date    | Printed Name | Signature   |
|---------|--------------|---|
| 3-23-25 | BRIAN FORNI  |  |
| _____   | _____        | _____   |
| _____   | _____        | _____   |
| _____   | _____        | _____   |



# LB International Solutions

## SERVICES AGREEMENT

THIS AGREEMENT is made between LB International Solutions (LBIS) and Imperium Strategies LLC (ISL)

1. Term: This Agreement shall be for one year, commencing March 17, 2025 and expiring December 31, 2025. Its terms may be renewed for additional successive one-year periods upon the explicit written assent of both parties.
2. Services: ISL agrees to serve as Subcontractor for lobbying and government relations services to Turkiye, 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 Turkiye's interests and provides a positive image of Turks, Turkiye, and the United States-Turkiye relationship;
  - (b) Preserving and enlarging the Congressional Caucus on Turkiye and Turkish Americans;
  - (c) Educating Members of Congress and the Administration on issues of importance to Turkiye;
  - (d) Promptly notifying Turkiye of any action in Congress or the Executive Branch on issues of importance to Turkiye;
  - (e) Preparing brief analyses of developments in Congress and the Executive Branch on particular issues of concern to Turkiye;
  - (f) Identifying official gatherings and social events to which Embassy personnel ought to 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 settings that will improve Turkiye's image and advance its causes on Capitol Hill. Such would be, if so directed by Turkiye, coordinated with Turkiye's public relations service provider[s]; and

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

3. Personnel and Other Service Providers:

(a) ISL shall compose its own team to achieve the best possible results in providing the services described above.

(b) ISL agrees to share information and work amicably with LBIS' other service providers.

4. Fees: LBIS agrees to pay ISL \$15,375 a month for the services described in this Agreement to be performed by ISL. March 2025 will be prorated. The payments to ISL shall be made immediately after LBIS receives payment from Turkiye.

5. 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, LBIS shall pay LBIS 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 ISL by LBIS that exceed the pro-rata share of earned fees apportioned on a daily basis up to the date of termination shall be refunded by ISL to LBIS.

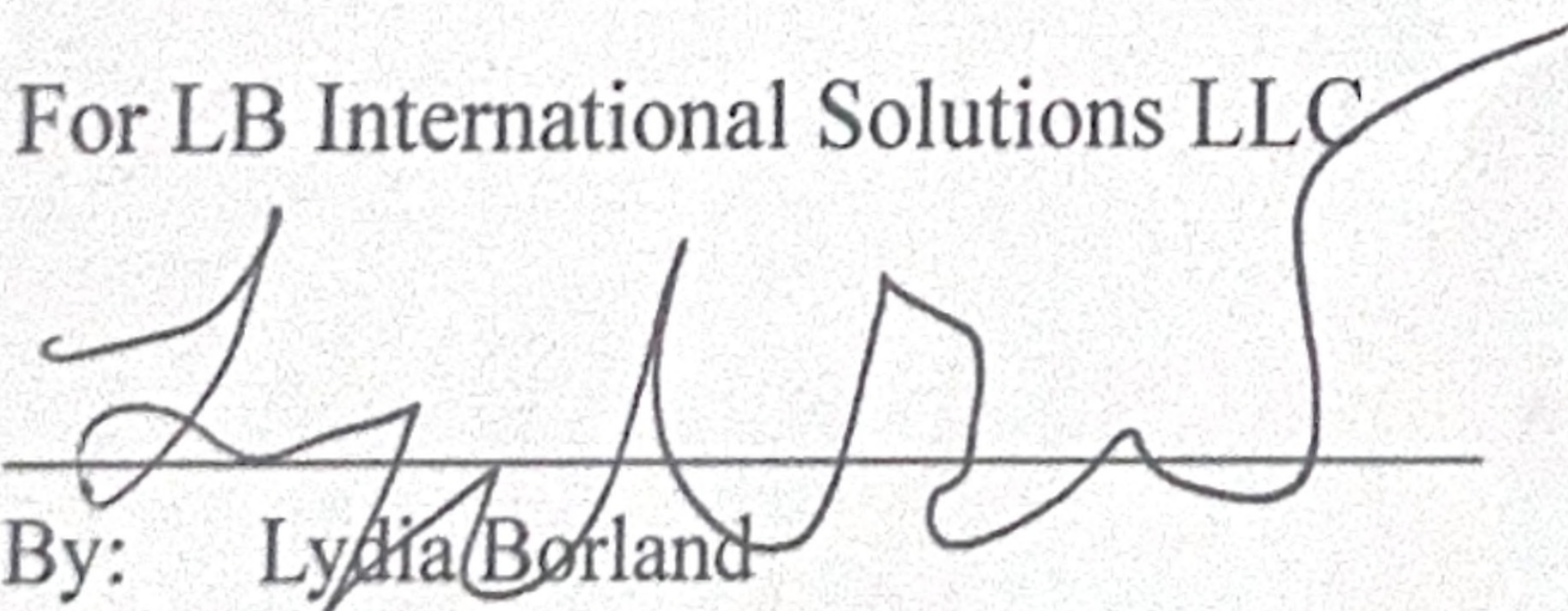
6. Reporting and Performance Assessment:

ISL will assist LBIS in providing reports and assessments as needed.

8. Privileged Information: ISL will use all permissible efforts to protect privileged communications or other confidential information developed by it or provided to it by Turkiye 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 LBIS may request from ISL any documents or other information provided by Turkiye.

9. Registration and Disclosure: ISL and any Consultants 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.
10. Conflicts: ISL shall endeavor not only to avoid actual conflicts, but the appearance of conflicts as well. It shall immediately assess whether it represents any clients whose interests are contrary to Turkiye. If so, then it shall inform Turkiye, and then Turkiye and LBIS and ISL shall work together to determine whether and how to resolve any apparent or actual conflict. Only on a case-by-case basis will Turkiye acknowledge that a concurrent representation in an unrelated matter is appropriate. In order to assist in the process of identifying potential conflicts, ISL shall consult with LBIS and the Turkish Embassy's legal counsel in identifying those issues, which, if addressed in other client matters, may present a conflict.
11. Choice of Law: Choice of Law: This Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia. ISL and LBIS agree to submit the matter to a single arbitrator in Washington, DC selected by two parties, and if no agreement can be reached, then an arbitrator selected by the American Arbitration Association (AAA). The arbitration shall be conducted in accordance with the rules of the AAA commercial arbitration regulations, using the law of the District of Columbia (other than its conflict laws), and the judgment on the award made by the arbitrator may be entered in any jurisdiction of the Court. The parties agree that the arbitration under this paragraph will provide the exclusive means to resolve any dispute arising out of or related to this agreement, including the services performed therein.
12. Power to Bind: Absent the express written consent of Turkiye, neither ISL nor its consultants and subcontractors have authority to bind Turkiye in any manner whatsoever.

For LB International Solutions LLC

  
By: Lydia Borland  
LB International Solutions  
President

3/19/2025  
Date

For Imperium Strategies LLC



By: Brian Forni  
Imperium Strategies LLC  
President

3-19-25

Date