U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0007
Approval Expires Oct. 31, 1983

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 duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Gray and Company Public Communications International, Inc.	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 two 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 two 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 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.

Registrant will continue, under its revised consultancy agreement, to represent the Embassy of the Republic of Turkey in its public affairs interests. Specifically, the registrant will assist the Turkish Ambassador and his staff to design and implement effective strategy for lobbying and public relations activities in support of Turkey's interests in the United States.

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

Please refer to Question #4 on the reverse side.

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.

Please refer to Question #4 on the reverse side.

Date of Exhibit B	Name and Title	Signature
August 14, 1985	Gary Hymel Executive Vice President	Gary Hymel

[1]Political 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.

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CONSULTANCY AGREEMENT

Gray and Company Public Communications International, Inc. (hereafter referred to as "G & C") is retained by this agreement to assist the Turkish Embassy with respect to relations, as indicated below, between the Republic of Turkey and the United States of America. This agreement between G & C and the Embassy of the Republic of Turkey, Washington, D.C. is for the sole purpose of engaging G & C in assisting the Turkish Ambassador and his staff to design and implement an effective strategy for lobbying and public relations activities in support of Turkey's interests in the United States.

Within the scope of this agreement, Turkey's interests in the United States will include the following areas:

I. Governmental Relations and Lobbying Activities:

A. An effective campaign targeted at the Legislative Branch of the U.S. Government, designed to communicate the considerable contributions of Turkey to Western security, and its pivotal role in the N.A.T.O. defense plans. The said campaign will be designed to assist appropriate U.S. Governmental bodies to determine the level of U.S. military and economic assistance to the Republic of Turkey, so that the latter is able to adequately carry out its defense responsibilities in the framework of the Western Alliance;

B. Assistance in countering pending acts of legislation viewed as detrimental to Turkish-American relations and to Turkish interests and concerns. It is understood that such efforts will emphasize the shared interests of Turkey and the United States in combatting the scourge of International Terrorism;

C. G & C will provide accurate information to the members of the Legislative Branch on all items of concern and interest to Turkey. They will also seek to address misconceptions, distortions, and outright falsehoods perpetrated in regard to Turkey by individuals, organizations, and nations whose interests are inimical to Turkey and its relations with the United States of America;

D. G & C agrees to provide the Turkish Embassy with ongoing information regarding all legislative activities of interest to the

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Barry Hymel (USA)

Government of Turkey. Such information shall include reports on upcoming legislation as well as regular reports on the progress of legislation affecting Turkey and its interests;

E. G & C will assist the Turkish Embassy in planning and implementing appropriate legislative strategy designed to protect and enhance Turkey's interests.

F. G & C will assist the Ambassador and his staff in making more and closer acquaintances with the U.S. legislators and policymakers.

II. Public Relations

A. G & C will assist the Turkish Embassy with all appropriate public relations activities designed to support the legislative goals outlined in the preceeding section of this agreement;

B. It is understood and agreed that G & C will utilize its best efforts to augment and improve the image of the Republic of Turkey, under the guidance and supervision of the Turkish Embassy to the United States of America. Such work will be carried on by dissemination of information, to be provided by the Turkish Embassy throughout the United States media such as television, news and discussion shows, radio, newspapers, magazines, editorial writers, in addition to other methods and means, both on a national and regional level;

C. It is further understood and agreed that G & C will use its best efforts to arrange press conferences and television, radio, and speaking engagements, as appropriate, for the Ambassador and other Turkish Government officials, while at the same time preparing or revising the documents for such. In the case of speaking engagements, G & C will do the necessary preparatory work to alert the news media to cover, as appropriate, both in Washington, D.C. and elsewhere;

D. G & C will inform and advise the Turkish Embassy about developments in the U.S. media that may affect the interests and image of the Republic of Turkey, and also assist the Turkish Embassy in responding to them. G & C will also assist the Turkish Embassy in countering any campaign or activity detrimental to the interest and image of Turkey in the U.S. Equally, G & C will endeavor to counter erroneous information and to obtain a fair presentation of the Turkish position;

E. G & C will develop, advise, and assist the Turkish Embassy on the suitability and formulation of documents to be disseminated to the media, as well as to the governmental and congressional circles;

F. G & C will assist the Ambassdor and his staff in enlarging their contacts and establishing closer relations with key media representatives and official circles;

G. G & C further agrees to assist the Turkish Embassy in preparation, printing, and distribution of a monthly newsletter with a 5,000 address circulation;

H. To keep the Ambassador and his staff apprised of the above mentioned activities and acting under their instruction, G & C will prepare regular activities reports to be submitted to the Turkish Embassy;

I. It is understood and agreed that the executive personnel of G & C will be available at all times--not only during busines hours--to the Ambassador of Turkey and his staff, regarding the carrying out of the terms of this agreement;

J. G & C will draft the text for and counsel on the design, production and distribution of an Information Kit consisting of information relating to Turkey in a variety of areas to be determined by the Turkish Embassy.

III. Duties and Limits of G & C Authority

A. It is understood that the responsibility for overall implementation of the terms of this agreement lies directly with the President of G & C, Mr. Robert Keith Gray. Day to day handling of the terms of the Agreement is the responsibility of Mr. Gary Hymel in the area of governmental relations and lobbying activities, and of Mr. Frank Mankiewicz in the area of Public Relations. Furthermore, it is understood that the above named G & C executives will draw upon the services of any and all other G & C employees, as necessary to carry out the terms of this agreement;

B. G & C will have no authority to enter into any contract on behalf of the Turkish Embassy;

C. All services proposed by G & C shall be subject to written acceptance by the Turkish Embassy except as otherwise authorized by the Ambassador.

D. No fee will be paid for any proposed service refused by the Turkish Embassy;

E. G & C, in corporate expansion, acceptance of new elements, and the acquisition of new executives, will remain cognizant of the interests and concerns of the Republic of Turkey, thereby striving at all times to prevent any possible conflict of interest.

IV. Fees

A. G & C's sole compensation will be fees and expenses set forth in this agreement;

B. G & C will provide its services for the all-inclusive fee of $600,000, payable for each year, quarterly, in advance;

C. The basic compensation is understood to include the costs of preparation, printing, and distribtuion of a monthly newsletter with a 5,000 address circulation;

D. G & C reserves the right to suspend services pending receipt of its pre-paid quarterly fees as specified in Section IV, Item B, in the event that said payment is not received within 30 days of the current quarter.

V. Confidential Information

A. G & C agrees to safeguard as confidential any economic, military, or political data provided them by the Turkish Embassy. They furthermore agree to surrender all such data provided by the Ambassador upon his request and agree not to retain copies of any information in any form.

VI. Modification to Agreement

A. This agreement constitutes the only agreement between the Turkish Embassy and G & C with respect to the inherent subject matter;

B. The contents of this agreement may not be modified, supplemented, or waived except in writing by the signatories to this agreement.

VII. Assignment to Other Parties

A. This agreement shall not be assigned without the prior written consent of the Turkish Embassy.

VIII. Length of Agreement

A. This agreement will commence July 1, 1985, with either party having the right to terminate the agreement at any time after one year, upon thirty days' advance notice to the other party.

IX. Termination

A. No indemnity or termination benefits will be payable to G & C upon the termination of this agreement;

B. The Turkish Embassy will pay only those fees accumulated up to the termination date.

X. Applicable Law

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

IN WITNESS THEREOF

Embassy of the Republic
of Turkey

Gray and Company
Public Communications
International, Inc.

Date July 1, 1985

Date July 1, 1985