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 foreign prinicpal in its public affairs interests. Specifically, 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.

REGISTRATION SECTION
FOREIGN AGENTS
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WASHINGTON, D.C.

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

Refer to No. 4.

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.

Refer to No. 4.

Date of Exhibit B	Name and Title	Signature
August 4, 1986	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, [illegible] any other way influence any agency or official of the Government of the United States or any section of the [illegible] within the United States with reference to formulating, adopting, or changing the do[illegible] or foreign policies of the United States or with reference to the political or public interests, policies, or relatio[illegible] overnment 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. Government Relations and Lobbying Activitites:

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 combating 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;

G & Co. P.C.I. O.G.C.

D. G & C agrees to provide the Turkish Embassy with ongoing information regarding all legislative activities of interest to the 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 design and implement, under the supervision of the Turkish Embassy, appropriate public relations activities to augment and improve the image of the Turkish Republic and its people in the United States. Such work will be carried out by providing the Turkish Embassy with public relations counseling, assisting the Embassy in preparing manuscripts and position papers and by dissemination of information throughout the United States media;

B. Media relations will cover organization and solicitation of news briefings, interviews, feature coverage development, preparation and distribution of opinion-editorials, news releases on various economic/geo-political topics, production and distribution of various radio feeds and file footage on Armenian terrorism to be distributed to radio and TV news organizations;

C. G & C will also arrange press conferences, television, radio and other speaking engagements, out of town speaking tours for the Ambassador and other Turkish Government officials, while at the same time, preparing and/or revising the documents for such. In the case of speaking engagements and out of town speaking tours, G & C will alert the news media to cover, as appropriate, both in Washington, D.C. and elsewhere and will develop appropriate visual aids for use during presentations;



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 governmental and congressional circles;

F. G & C will assist the Ambassador 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, "Turkey Today," 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 business hours--to the Ambassador of Turkey and his staff, regarding the carrying out of the terms of this agreement;

J. G & C will draft under the counsel of the Turkish Embassy, design and print 2,500 copies of an information kit consisting of information relating to the Turkish Republic in a variety of areas to be determined by the Turkish Embassy. This kit will have a four-color section permanently bound, together with provision for the inclusion of information sheets on various timely subjects.



III. Duties and Limites of G & C Authority

A. It is understood that the responsibility for overall implementation of the terms of this agreement lies directly with the Chairman of the Board 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, in consultation with Mr. Charles Pucie. 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;

F. In the event of any merger or combination of Gray and Company with any other company, the successor entity will be bound by this agreement. The Turkish Embassy shall have the right for thirty (30) days, after such merger or combination, to terminate such agreement on thirty (30) days written notice to Gray and Company or the successor entity should such merger or combination be adverse, in the view of the Turkish Ambassador, to the interests of the Turkish Government.

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 $800,000, payable for each year, quarterly, in advance;

C. The basic compensation is understood and agreed to include the organization and logistical costs of the in and out of town speaking engagements and tours (Article II (C)); preparation, printing, and distribution of a monthly newsletter "Turkey Today" with a 5,000 address circulation (Article II (G)); and design and production of 2,500 copies of an Information Kit (Article II (J));

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 Ambssador 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.

G. & Co. P.C.I. O.G.C.

VIII. Length of Agreement

A. This agreement will commence July 1, 1986, 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

Date: 29 July 1986

Gray and Company Public Communications International, Inc.

Date: 28 July 1986

G. & Co. P.C.I. O.G.C.