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

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

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney Genreral transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Hill and Knowlton, Inc.	Republic of Turkey

Check Appropriate Boxes:

1. [X] The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three 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 three 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 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 the expenses, if any, to be received.

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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 principal in its public affairs interests. Specifically registrant will assist the Turkish Amabassador 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.

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

Refer to #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 [X] 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 #4

Date of Exhibit B	Name and Title	Signature
7-19-89	Charles R. Pucie, Jr Senior Vice President	Charles R. Pucie

[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.

HILL AND KNOWLTON

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Public Affairs Worldwide Co.
Washington Harbour
901 31st Street, N.W.
Washington, D.C. 20007-3838
202-333-7400
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CONSULTANCY AGREEMENT

Hill and Knowlton, Inc. (hereafter referred to as "H&K") 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 H&K and the Embassy of the Republic of Turkey, Washington, D.C. is for the sole purpose of engaging H&K to assist the Embassy in designing and implementing 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 require the services of H&K in the following areas:

I. Government Relations and Lobbying Activities

A. An effective campaign targeted at the Legislative Branch of the U.S. Government, designed to communicate the considerable contribution 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 in 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. Providing accurate information to the members of the Legislative Branch on all items of concern and interest to Turkey; addressing any 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. Providing 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. Assisting in planning and implementing appropriate legislative strategy designed to project and enhance Turkey's interests;

F. Assisting Embassy diplomats in making more and closer acquaintances in the U.S. legislators and policy makers.

II. Public Relations

A. H&K 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 public relations counselling, assisting 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/geopolitical topics; production and distribution of various radio feeds and file footage on Armenian terrorism to be distributed to radio and TV news organizations;

C. H&K will also arrange press conferences, television, radio and other speaking engagements, out-of-town speaking tours for the Ambassador, Embassy, 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, H&K 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. H&K will inform and advise 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. H&K 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, H&K will endeavor to counter erroneous information and to obtain a fair presentation of the Turkish position;

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

F. H&K will assist Embassy officials in enlarging their contacts and establishing closer relations with key media representatives and official circles;

G. H&K will prepare, print, and distribute a monthly 8-page newsletter, "Turkey Today," with a 5,000 address circulation. Approximately three quarters of the editorial contents will be generated by the Ankara liaison service (see item III below). The newsletter will be distributed during the first week of the calendar month and will include text covering events through the third week of the prior calendar month, along with non-time-sensitive coverage;

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

I. It is understood and agreed that the executive personnel of H&K will be available at all times--not only during business hours--regarding the carrying out of the terms of this agreement;

J. H&K will assist in a program to plan, organize, and implement activities to rectify substantial factual errors about contemporary Turkey and Turkish history contained in secondary school social science textbooks;

K. H&K will assist in a program to plan, organize and implement activities to identify and rectify substantial factual errors about contemporary Turkey and Turkish history contained in standard reference encyclopedias;

L. H&K will advise and assist in connection with two 20-60 minute documentary films on subjects of the Embassy's choosing: areas of assistance will include identification and recruitment of production team (producer, director, script writer), and counselling Embassy on terms of engagement;

M. H&K will endeavor, on a case-by-case basis, to engage the services of Tom Brosnahan, Turkish expert and travel writer, for writing and consulting tasks as appropriate where his special competencies are applicable and necessary.

III. Liaison Office

H&K will provide liaison services in Ankara, Turkey through the combined resources of H&K and Hill and Knowlton Uluslararasi Halkla Iliskiler A.S., its Turkish joint venture company headquartered in Ankara.

IV. Duties and Limits of H&K Authority

A. It is understood that authority for overall direction and implementation of the terms of this agreement lies directly with Mr. Charles R. Pucie, Jr., with day-to-day handling of the terms of the Agreement including the services of Mr. Gary Hymel in the area of governmental relations and lobbying activities, and of Mr. Frank Mankiewicz in the area of Public Relations, both in consultation with Mr. Robert K. Gray. Furthermore, it is understood that under the discretion and direction of Mr. Pucie, H&K will draw upon the services of any and all other H&K employees as necessary to carry out the terms of this agreement. In addition, H&K will secure the professional services of the Honorable Charles McC. Mathias as appropriate. In addition, H&K staff will monitor all Congressional actions regarding Turkey on a day-to-day basis;

B. H&K will have no authority to enter into any contract on behalf of the Turkish Embassy, except in regard to Item III as described therein;

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

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

E. H&K, 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 in interest;

F. In the event of any merger or combination of Hill and Knowlton 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 Hill and Knowlton or the successor entity should such merger or combination be adverse, in the view of the Embassy, to the interest of the Turkish Government.

V. Fees

A. H&K's sole compensation in relation to the scope of this agreement and for work assigned in accordance with Item III will be fees and expenses set forth herein;

B. H&K will provide its services for a price of $1,100,000 payable for each year, quarterly in advance;

C. The basic compensation is understood and agreed to include external expenditures by H&K on behalf of the Embassy in connection with work assignments within the scope of this agreement, including organizational 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));

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

VI. Confidential Information

A. H&K 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.

VII. Modification to Agreement

A. This agreement constitutes the only agreement between the Turkish Embassy and H&K 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.

VIII. Assignment to Other Parties

A. This agreement shall not be assigned without the prior written consent of the Turkish Embassy, except in respect to Item III by which H&K undertakes to provide the liaison services described therein, in part by retaining the services of Hill and Knowlton Uluslararasi Halkla Iliskiler A.S. (HK-T).

IX. Length of Agreement

A. This agreement will commence July 1, 1989, 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.

X. Termination

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

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

XI. Applicable Law

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

IN WITNESS THEREFORE

Embassy of the Republic of Turkey

Date: June 30, 1989.

Hill and Knowlton, Inc.

Date: 30 June 1989

HILL AND KNOWLTON

Hill and Knowlton
Public Affairs Worldwide
Washington Harbour
901 31st Street, N.W.
Washington, D.C. 20007
202-333-7400

CONSULTANCY AGREEMENT

Hill and Knowlton, Inc. (hereafter referred to as "H&K") 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 H&K and the Embassy of the Republic of Turkey, Washington, D.C. is for the sole purpose of engaging H&K 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 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 combating the scourge of international terrorism;

C. H&K will provide accurate information to the members of the Legislative Branch on all items of concern and interest to Turkey. They also will 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;

Hill & Knowlton, Inc. FQH ER

D. H&K 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. H&K will assist the Turkish Embassy in planning and implementing appropriate legislative strategy designed to protect and enhance Turkey's interests;

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

II. Public Relations

A. H&K 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 the public relations counselling, 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. H&K 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, H&K 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;

Hill & Knowlton, Inc.

D. H&K 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. H&K 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, H&K will endeavor to counter erroneous information and to obtain a fair presentation of the Turkish position;

E. H&K 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. H&K will assist the Ambassador and his staff in enlarging their contacts and establishing closer relations with key media representatives and official circles;

G. H&K 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, H&K will prepare regular activities reports to be submitted to the Turkish Embassy;

I. It is understood and agreed that the executive personnel of H&K 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. In accordance with last year's agreement, H&K 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. This information kit will be completed in the term of this contract.





III. Duties and Limits of H&K 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 H&K/USA, 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 H&K executives will draw upon the services of any and all other H&K employees, as necessary to carry out the terms of this agreement;

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

C. All services proposed by H&K 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. H&K, 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 Hill and Knowlton 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 Hill and Knowlton 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. H&K's sole compensation will be fees and expenses set forth in this agreement;

B. H&K will provide its services for the all-inclusive fee of $780,000, payable for each year, quarterly, in advance;

C. The basic compensation is understood and agreed to include 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)); design and production of 2,500 copies of an Information Kit (Article II (J));

D. H&K 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. H&K 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 H&K 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.

H&K Knowlton Inc.

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, 1987, 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 H&K 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:

Hill and Knowlton, Inc.

Date: 9/9/87

Hill & Knowlton, Inc.