U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to 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. 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. 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. 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.

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

1. Name of Registrant	2. Registration No.
DLA Piper US LLP	3712

3. Name of Foreign Principal

Government of the 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.

As described in the attached agreement, DLA Piper US LLP will provide lobbying and government relations services to Turkey which shall consist of representing the foreign sovereign before the United States Congress and Executive Branch on a broad range of legislative, regulatory, legal, and government relations matters.

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

The registrant agrees to represent the Government of Turkey and provide lobbying and government relations services on a broad range of legislative, regulatory, legal, and government relations matters.

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.

The registrant will provide lobbying and government relations services to the foreign principal. The registrant's activities may include communications on behalf of the foreign principal with officials and employees of the legislative and executive branches of the U.S. Government.

Date of Exhibit B	Name and Title	Signature
July 16, 2008	John Zentay, Partner	

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.

SERVICES AGREEMENT

THIS AGREEMENT is made between the Government of the Republic of Turkey ("Turkey"), a foreign sovereign, and DLA Piper US LLP ("DLA Piper"), a Maryland limited liability partnership.

1. Term: This Agreement shall be for the term from March 1, 2008 to March 21, 2008.

2. Services: DLA Piper 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 U.S.- Turkey relationship,

(b) Preserving and enlarging the Congressional Caucus on Turkey and Turkish Americans,

(c) Identifying and educating members of Congress who will speak in Turkey's favor on matters of critical importance to Turkey, including its most controversial issues,

(d) Educating members of Congress and the Administration on issues of importance to Turkey,

(e) Promptly notifying Turkey of any action in Congress or the Executive Branch on issues of importance to Turkey,

(f) Preparing brief analyses of developments in Congress and the Executive Branch on particular issues of concern to Turkey,

(g) Identifying official gatherings and social events to which Embassy personnel ought, in DLA Piper's opinion, attend, including to the extent possible, obtaining the necessary invitations,

(h) 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],

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(i) Informally advising Turkish-American organizations as requested from time to time by Turkey,

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

3. Personnel and Other Service Providers:

(a) DLA Piper will retain the services of The Livingston Group, L.LC., to serve as a subcontractor for the term of March 1, 2008 to March 21, 2008. Turkey agrees to pay The Livingston Group a fee of $70,000 for the term.

4. Fees: Turkey agrees to pay DLA Piper a total of $70,000 in US dollars for the term for the services described in this Agreement to be performed by DLA Piper.

5. Additional Costs and Expenses: Should DLA Piper 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 thirty (30) days advance written notice. In this event, Turkey shall pay DLA Piper 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 DLA Piper 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 DLA Piper to Turkey.

7. Reporting: DLA Piper 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 DLA Piper team.

8. Privileged Information: DLA Piper 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 DLA Piper the return of any documents or other information provided by Turkey.

9. Registration and Disclosure: DLA Piper 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, and other applicable laws and regulations of the United States and the District of Columbia.

10. Conflicts: Turkey acknowledges DLA Piper's large size and 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, DLA Piper shall endeavor not only to avoid actual conflicts, but the appearance of conflicts as well. To that end, DLA Piper 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 DLA Piper 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, DLA Piper shall consult with 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: 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.

12. Power to Bind: Absent the express written consent of Turkey, neither DLA Piper nor its consultants and subcontractors have authority to bind Turkey in any manner whatsoever.

FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY

By: H.E. Nabi Sensoy
Turkish Ambassador to the United States

Date July 7, 2008

FOR DLA PIPER US LLC

By: John A. Merrigan
Chair, Federal Affairs Group

By: Matthew C. Bernstein
Partner, Federal Affairs Group

Effective Date March 1, 2008

SERVICES AGREEMENT

THIS AGREEMENT is made between the Government of the Republic of Turkey ("Turkey"), a foreign sovereign, and DLA Piper US LLP ("DLA Piper"), a Maryland limited liability partnership.

1. Term: This Agreement shall be for one year, commencing March 22, 2008 and expiring February 28, 2009. Its terms may be renewed for additional successive one-year periods upon the explicit written assent of both parties.

2. Services: DLA Piper 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 U.S.- Turkey relationship,

(b) Preserving and enlarging the Congressional Caucus on Turkey and Turkish Americans,

(c) Identifying and educating members of Congress who will speak in Turkey's favor on matters of critical importance to Turkey, including its most controversial issues,

(d) Educating members of Congress and the Administration on issues of importance to Turkey,

(e) Promptly notifying Turkey of any action in Congress or the Executive Branch on issues of importance to Turkey,

(f) Preparing brief analyses of developments in Congress and the Executive Branch on particular issues of concern to Turkey,

(g) Identifying official gatherings and social events to which Embassy personnel ought, in DLA Piper's opinion, attend, including to the extent possible, obtaining the necessary invitations,

(h) 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],

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(i) Informally advising Turkish-American organizations as requested from time to time by Turkey,

(j) 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, DLA Piper 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) DLA Piper will retain the services of Gephardt Group, L.L.C. to serve as a subcontractor on this matter according to the following terms:

i. Term of Subcontract: The Gephardt Group subcontract shall commence May 1, 2008 and expire February 28, 2009, subject to subsequent renewal upon the mutual assent of the parties.

ii. Fees for Subcontractor: The Gephardt Group shall be paid a monthly fee of $50,000 for the term. The fees of the subcontractor shall be borne by Turkey and provided for in the fees remitted to DLA Piper (clause 4 below). DLA Piper is responsible for disbursing the fees to the Gephardt Group on a regular basis.

iii. It is understood that Gephardt Group shall have the same obligations as DLA Piper in this Agreement and that DLA Piper and Gephardt Group have pledged to work together amicably for the benefit of Turkey.

(c) DLA Piper will retain the services of Mercer and Associates to serve as a subcontractor on this matter according to the following terms:

i. Term of Subcontract: The Mercer and Associates subcontract shall commence March 1, 2008 and expire February 28, 2009, subject to subsequent renewal upon the mutual assent of the parties.

ii. Fees for Subcontractor: Mercer and Associates shall be paid a monthly fee of $20,000 for the term by DLA Piper. The fees of the subcontractor shall be borne by Turkey and provided for in the fees remitted to DLA Piper (clause 4 below). DLA Piper is

responsible for disbursing these fees to Mercer and Associates on a regular basis. In addition, Gephardt Group agrees to pay Mercer and Associates a monthly fee of $2,500, for the period from May 1, 2008 to February 28, 2009.

It is understood that Mercer and Associates shall have the same obligations as DLA Piper in this Agreement and that DLA Piper, Mercer and Associates, and the Gephardt Group have pledged to work together amicably.

(d) DLA Piper will retain the services of the Caspian Group to serve as a subcontractor on this matter according to the following terms:

i. Term of Subcontract: The Caspian Group subcontract shall commence March 22, 2008 and expire February 28, 2009, subject to subsequent renewal upon the mutual assent of the parties.

ii. Fees for Subcontractor: The Caspian Group shall be paid a monthly fee of $14,000 for the term (prorated for the month of March). The fees of the subcontractor shall be borne by Turkey and provided for in the fees remitted to DLA Piper (clause 4 below). DLA Piper is responsible for disbursing the fees to the Caspian Group on a regular basis.

It is understood that the Caspian Group shall have the same obligations as DLA Piper in this Agreement and that DLA Piper, the Caspian Group, Mercer and Associates, and the Gephardt Group have pledged to work together amicably.

(e) DLA Piper may retain the services of additional subcontractors and consultants as deemed necessary to assist the firm. Such subcontractors and consultants may be retained and terminated at DLA Piper's discretion. DLA Piper shall be solely responsible for compensating any such subcontractors and consultants.

(f) DLA Piper 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 DLA Piper a total of $1,412,500 in US dollars for the services described in this Agreement to be performed by DLA Piper, Gephardt Group, Mercer and Associates, Caspian Group, and other subcontractors that may be retained. 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 DLA Piper 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 thirty (30) days advance written notice. In this event, Turkey shall pay DLA Piper 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 DLA Piper 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 DLA Piper to Turkey.

7. Reporting: DLA Piper 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 DLA Piper team.

8. Privileged Information: DLA Piper 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 DLA Piper the return of any documents or other information provided by Turkey.

9. Registration and Disclosure: DLA Piper 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, and other applicable laws and regulations of the United States and the District of Columbia.

10. Conflicts: Turkey acknowledges DLA Piper's large size and 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, DLA Piper shall endeavor not only to avoid actual conflicts, but the appearance of conflicts as well. To that end, DLA Piper 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 DLA Piper 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

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11. 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.

12. Power to Bind: Absent the express written consent of Turkey, neither DLA Piper nor its consultants and subcontractors have authority to bind Turkey in any manner whatsoever.

FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY

By: H.E. Nabi Sensoy
Turkish Ambassador to the United States

Date July 7, 2008

FOR DLA PIPER US LLC

By: John A. Merrigan
Chair, Federal Affairs Group

By: Matthew C. Bernstein
Partner, Federal Affairs Group

Effective Date March 22, 2008