U.S. Department of Justice
Washington, DC 20530

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

REVISED

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.
The Glover Park Group	5666

3. Name of Foreign Principal

Embassy 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.

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7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The agreement is between The Glover Park Group and the Embassy of the Republic of Turkey. The Glover Park Group is no longer a sub-contractor to The Harbour Group, LLC with respect to matters concerning the Embassy of the Republic of Turkey.

The registrant will provide public relations counsel to the principal regarding communications and media strategy targeted to the general public of the United States.
The registrant will provide advice and support to the principal relating to their communications efforts directed towards executive and legislative branch officials of the U.S. government.

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

The registrant will provide public relations counsel to the principal regarding communications and media strategy targeted to the general public of the United States.

The registrant will provide advice and support to the principal relating to their communications efforts directed towards executive and legislative branch officials of the U.S. government.

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 public relations counsel to the principal regarding communications and media strategy targeted to the general public of the United States.

The registrant will provide advice and support to the principal relating to their communications efforts directed towards executive and legislative branch officials of the U.S. government.

Date of Exhibit B	Name and Title	Signature
4-25-05	Michael B. Feldman, Secretary	

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.

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AGREEMENT

This agreement for public relations services (the "Agreement") is made and entered into this 1st day of February 2005, by and between the government of the Republic of Turkey, a sovereign State, (the "Government") and The Glover Park Group, Inc., a corporation formed under the laws of the District of Columbia, with an office in Washington, DC (the "Group").

The Government and the Group hereby agree to the:

1. Term. This Agreement shall last one year, commencing on February 1, 2005 and terminating on January 31, 2006. It may be renewed for additional and successive one-year periods upon the explicit written agreement of both parties. This Agreement may, during its term, be terminated with or without cause at any time by either party after sixty (60) days written notice to the other party.

2. Services. The Group shall provide public relations services, as required, for the Government. The full nature and extent of those services shall be jointly determined by the Government and the Group. The Group shall not pursue a public relations strategy or agenda without the express consent of the Government.

The website of the Turkish Embassy (www.turkishembassy.org) is an integral part of the Government's outreach efforts in the U.S. The Group will be responsible for making sure that the content of the website is up to date, relevant and effective as far as the Government's public relations efforts are concerned. Moreover, the Group will continue to work on the development and amelioration of the website to include new features that may enhance the effectiveness of the website as a public relations and outreach tool. The Group will also be responsible for the day-to-day management of the website. The Group will report to the Embassy on its ongoing work pertaining to the website every three (3) months.

3. Fees. The Government agrees to pay the Group an annual retainer fee in the sum of $600,000 in United States dollars per year for the services described herein. This annual retainer fee shall be payable in the following installments:

- An installment of U.S. $300,000 due and payable no later than April 15, 2005.
- An installment of U.S. $150,000 due and payable no later than August 1, 2005.
- An installment of U.S. $150,000 due and payable no later than November 1, 2005.

All retainer fee installments shall be paid by wire transfer of immediately available funds to the following account, or to such accounts as later designated by the Group in writing:

The Glover Park Group, Inc. Account [redacted]

SunTrust Bank
Rosslyn Office
1000 Wilson Blvd.
Arlington, Virginia 22209
United States of America
Phone # 703-838-3421

ABA Routing [redacted]
(SunTrust Bank Wire Room - Richmond, VA)

4. Refund for Early Termination: In the event that this Agreement is terminated prior to the end of its 12-month term, any retainer fees paid to the Group by the Government that exceed the pro-rata share of fees apportioned on a daily basis, up to and including the date sixty (60) days after notice of termination has been provide as described herein, shall be refunded by the Group to the Government.

5. Report. The Group will provide the Government with a written monthly status report concerning the services provided in the previous month and to be provided in the following month, as described herein.

6. Privileged Information. The Group, understanding that sensitive nature of the services to be provided under this Agreement, will make every effort to protect and keep secret all privileged communications and other confidential information developed by the Group or provided to the Group by the Government during the course of the Group's provision of services described herein. The Group shall neither make nor keep more copies than necessary of materials relating to its services for the Government. The Group also agrees to keep files relating to its services for the Government under lock and key. At the Government's request, the Group shall destroy, whether by cross shredding and/or burning certain documents identified by the Government in the possession of the Group.

7. Subcontractors. The Group may employ at its discretion subcontractors to assist in providing the services described herein.

8. Legal Compliance. The Group and any subcontractor of the Group shall separately and individually comply with all applicable U.S. laws and regulations. In particular, it shall comply with Title 22, Chapter 11 of the United States Code pertaining to Foreign Agents and Propaganda.

9. Conflicts. The Government understands that the Group provides services to many commercial entities that are engaged in international business and trade activities. Notwithstanding anything to the contrary within this Agreement, the Group, in the exercise of its sole discretion, may represent any commercial entity in doing business with the Government. However, the Group shall notify the Government of any potential conflicts of interest between its representation of the Government and any other party and any possible remedial measures that can be taken to remove the conflict[s]. Once notified, the Government shall in its sole discretion, determine whether a material conflict exists and whether remedial measures proposed are sufficient.

10. Representations and Warranties.

a. The Government hereby represents and warrants that the undersigned has the full power and authority to enter into this Agreement on behalf of the Government and to carry out the obligations contemplated herein. This Agreement, when executed by the undersigned on behalf of the Government, will constitute a legal, valid and binding agreement of the Government enforceable against the Government in accordance with its terms.

b. The Group hereby represents and warrants that the undersigned has the full power and authority to enter into this Agreement on behalf of the Group and to carry out the obligations contemplated herein. This Agreement, when executed by the undersigned on behalf of the Group, will constitute a legal, valid and binding agreement of the Group enforceable against the Group in accordance with its terms.

c. The Group hereby represents and warrants that it is an independent contractor and not an employee of the Government. As such, it has no authority to bind the Government in any manner whatsoever, absent the express written consent of the Government.

11. Choice of Law, Jurisdiction, Forum, Language. This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Turkey. Should any dispute arise regarding this Agreement, including but not limited to, the interpretation of its terms, it shall be settled in good faith negotiation by the parties. Should negotiations fail, then the Turkish Republic Courts in Ankara, Turkey shall be the sole jurisdiction and venue for resolving disputes relating to this Agreement. Though the English language version of this Agreement shall govern, the Group understands and agrees that all dispute resolution contemplated in this section may, at the Government's sole discretion, be conducted in the Turkish language.

12. Indemnity. The Group shall be solely responsible for the acts of its employees and/or agents and shall defend and hold the Government harmless from and indemnify it for any claims which arise from such acts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first written above, in two (2) original copies in the English language.

FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY:

By: O. Faruk Logoglu
Turkish Ambassador to the United States

FOR THE GLOVER PARK GROUP

By: Carl A. Smith, Jr.
Chief Operating Officer