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OMB No. 1124-0004; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

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

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. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. 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 in print and online at: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 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, FARA Unit, Counterintelligence and Export Control Section, National Security 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 Number
The Friedlander Consulting Group LLC	7009

3. Name of Foreign Principal
Government of the Republic of Turkey

Check Appropriate Box:

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. What is the date of the contract or agreement with the foreign principal? 07/10/2022

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

submitting the extension

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

meeting with members of congress

10. 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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

meeting with members of congress

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

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12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

1 "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.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

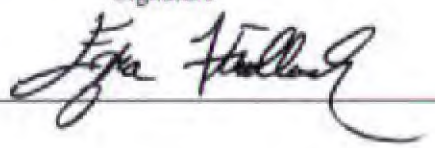
In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
01/10/2023	Ezra Friedlander	/s/Ezra Friedlander

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
1/10/23	Ezra Friedlander	

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SERVICES AGREEMENT

THIS AGREEMENT is made between the Government of the Republic of Türkiye ("Türkiye"), a foreign sovereign, and The Friedlander Group.

1. Term: This Agreement shall be for 6 months, commencing July 10, 2022 and expiring December 31, 2022. Its terms may be renewed for agreed upon periods upon the explicit written assent of both parties.

2. Services: The Friedlander Group will implement a multi-faceted advocacy effort, and provide lobbying services to Türkiye, which shall consist of those services ordinarily and customarily provided in representing a foreign sovereign before the United States Congress and Executive Branch.

   (a) Proposing and pursuing passage of legislation and other U.S. government action that promotes Türkiye's interests, Türkiye-United States relationship and provides a positive image of Türkiye;

   (b) Engaging with Members of Congress, and the Administration on issues of importance to Türkiye;

   (c) Arranging speaking engagements and meetings locally and nationally for Ambassador, Embassy personnel or their appointed or suggested proxies in settings that will improve Türkiye's image and advance its interests. These public or private events shall include but not limited to the audiences of the officials and staff in the executive and legislative branches, media, think tanks as well as non-governmental organizations. Such would be, if so directed by Türkiye, coordinated with Türkiye's public relations service provider[s];

   (d) Identifying official events and social gatherings to which Ambassador and Embassy personnel ought to attend, including to the extent possible, obtaining the necessary invitations; and

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

   (f) Assisting in arranging meetings for visiting officials as well as providing support in forming delegations to visit Türkiye.

3. Personnel and Other Service Providers:

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

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(b) Should for any reason Türkiye request that The Friedlander Group discontinue the services of any consultant, The Friedlander Group shall immediately terminate the relevant subcontract, applying the same terms described in Item 6 below.

(c) The Friedlander Group agrees to share information and work amicably with Türkiye's other service providers as identified by the Turkish Embassy.

4. Fees: Türkiye agrees to pay The Friedlander Group a total of $210,000 in US dollars in six equal installments ($35,000 per month) for the services described in this Agreement to be performed by The Friedlander Group, its consultants and any additional subcontractors that it may retain. The payments to The Friedlander Group shall be made on the last day of the month for each month. Prior to each payment, The Friedlander Group shall submit an invoice.

5. Additional Costs and Expenses: Should The Friedlander Group incur extraordinary costs and expenses on Türkiye's behalf that are not otherwise contemplated in the fees described above, Türkiye shall reimburse these costs provided that Türkiye 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 fourteen (14) days advance written notice. In this event, Türkiye shall pay The Friedlander Group 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 The Friedlander Group that exceed the pro-rata share of earned fees apportioned on a daily basis up to the date of termination shall be refunded by The Friedlander Group to Türkiye.

7. Reporting and Performance Assessment: The Friedlander Group shall provide a written report to Türkiye succinctly describing its work on Türkiye's behalf. Further, as often as Türkiye may desire, The Friedlander Group shall present to Türkiye a written assessment of its performance during the preceding period. If, upon reviewing the assessment, Türkiye is not satisfied with The Friedlander Group's performance, Türkiye may, at its sole discretion, terminate this Agreement according to the terms stated herein.

8. Privileged Information: The Friedlander Group will use all permissible efforts to protect privileged communications or other confidential information developed by it or provided to it by Türkiye 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 Türkiye may request from The Friedlander Group the return of any documents or other information provided by Türkiye.

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9. Registration and Disclosure: The Friedlander Group 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, the Honest Leadership and Open Government Act, and other applicable laws and regulations of the United States and the District of Columbia.

10. Conflicts: Türkiye acknowledges The Friedlander Group's breadth of practice, which may give rise to the potential that it may represent clients in unrelated matters whose interests are contrary to Türkiye's. Nonetheless, even the appearance of a conflict could render unproductive the relationship contemplated by this Agreement. Therefore, The Friedlander Group shall endeavor not only to avoid actual conflicts, but the appearance of conflicts as well. It shall immediately assess whether it represents any clients whose interests are contrary to Türkiye. If so, then it shall inform Türkiye, and then Türkiye and The Friedlander Group shall work together to determine whether and how to resolve any apparent or actual conflict. Only on a case-by-case basis will Türkiye acknowledge that a concurrent representation in an unrelated matter is appropriate. In order to assist in the process of identifying potential conflicts, The Friedlander Group 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 Türkiye. The Turkish Republic courts located in Ankara, Türkiye 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 Türkiye, neither The Friedlander Group nor its consultants and subcontractors have authority to bind Türkiye in any manner whatsoever.

FOR THE GOVERNMENT OF THE REPUBLIC OF TÜRKIYE

_____ _____

By: Murat Mercan Date
Turkish Ambassador to the United States

FOR THE FRIEDLANDER GROUP



_____ 8/10/2022__

By: Ezra Friedlander Date
The Friedlander Group
CEO

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