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DENVER, COLORADO

**ARNOLD & PORTER**

1200 NEW HAMPSHIRE AVENUE, N.W.  
WASHINGTON, D.C. 20036-6885

(202) 672-6700  
CABLE: "ARFOPO"  
FACSIMILE: (202) 672-6720  
TELEX: 89-2733

LOS ANGELES, CALIFORNIA  
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TOKYO, JAPAN

July 4, 1994

**BY HAND**

Mr. Daryal Batibay  
Senior Advisor to the Prime Minister  
Koza Sokak No: 32  
Gaziosmanpasa  
Ankara, Turkey

Dear Daryal:

We are very pleased that the Republic of Turkey, acting through the Office of the Senior Advisor to the Prime Minister, has engaged Arnold & Porter (the "Firm") effective as of April 1, 1994, for a term of one year concluding March 31, 1995, to provide ongoing advisory services to it in connection with the public affairs, public relations, and governmental relations, including trade and investment relations, activities being conducted in the United States by the firms engaged by Turkey to provide services in these areas. The purpose of this letter is to set forth our mutual understanding as to the basis on which our fees and related expenses will be charged with respect to this matter.

1. Consultant. At your request, we will retain on your behalf Harriet Mouchley-Weiss of Strategy XXI Group to assist in providing the advisory services described herein.

2. Fees. We agree to provide our services for a total annual fee of three hundred thousand dollars. In addition, included will be out-of-pocket expenses incurred in your behalf (exclusive of foreign travel expenses for which we will be separately reimbursed).

3. Statements for Fees and Expenses. On a monthly basis, the Firm will send you a statement covering fee charges and expenses incurred to date, providing all such reasonable detail as you may require. All such statements are due and payable, net of any taxes, within 30 days following your receipt of them. Substantiation will be provided for out-of-pocket expenses to be reimbursed.

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DEPT. OF JUSTICE  
CRIMINAL DIVISION

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INTERNAL SECURITY  
SECTION  
REGISTRATION UNIT

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4. Periodic Review. We will review with you periodically actual cost experience for providing the services under this Agreement including, but not limited to, at the end of the three months following the execution of this Agreement. Based on that review and the then anticipated requirements, together we will examine whether any adjustments of the services performed or of the fixed fee amount, upward or downward, would be appreciated.

\* \* \*

If you have any questions about the terms of the engagement as described above, I hope you will feel free to raise them with me as soon as possible and that you will feel equally free to raise promptly with me any questions you have about our statements. If the terms of the engagement are acceptable to you, I would appreciate it if you would sign and return to me the enclosed copy of this letter, evidencing the Republic's agreement to those terms.

Once again, let me say how pleased we are that you have engaged Arnold & Porter in this matter.

Sincerely,

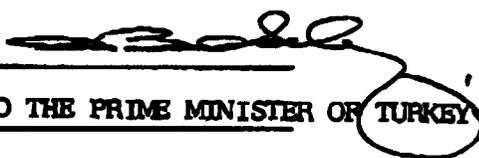


Paul S. Berger

ACCEPTED AND AGREED TO:

REPUBLIC OF TURKEY

By: DARYAL BATIBAY 

Title: SENIOR ADVISOR TO THE PRIME MINISTER OF TURKEY 

Date: 03 October 1994