

Privacy Act Statement. The filing of this document is required by 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 this 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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 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, Counterespionage 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 Dickstein Shapiro LLP	2. Registration No. 3028
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- To correct a deficiency in
 - Initial Statement
 - Supplemental Statement for the period ending _____
 - Other purpose (specify): _____
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list -
Exhibit B for the Republic of Turkey, which will include a signed engagement letter from the foreign principal.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (If space is insufficient, a full insert page must be used.)
This amendment is filed because Dickstein Shapiro LLP began work for the foreign principal before the engagement letter was signed. Dickstein Shapiro LLP filed the registration statement approximately six weeks after beginning work because the Firm was waiting on the signed engagement letter to confirm representation of the foreign principal. This amendment changes the registration date to 01/26/09.

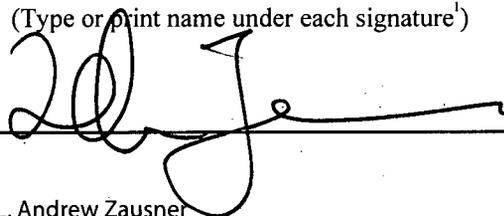
EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

07/30/09

(Type or print name under each signature¹)



L. Andrew Zausner

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¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

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March 30, 2009

Robert Mangas, Esquire
Dickstein Shapiro LLP
1825 Eye Street, N.W.
Washington, D.C. 20006

Dear Robert:

Gephardt Group Government Affairs, LLC ("Gephardt Group") has been engaged by the Government of the Republic of Turkey ("Turkey") to provide, as an independent contractor, lobbying and government relations services to Turkey in accordance with the provisions of an agreement between Turkey and the Gephardt Group ("Services Agreement"). An unexecuted copy of the Services Agreement, from which certain provisions relating to payments have been deleted, is attached as Appendix 1. The provisions of the Services Agreement in the form attached as Appendix 1 are incorporated herein and made a part hereof. Gephardt Group acknowledges that no attorney-client relationship is created pursuant to this letter agreement. In the event of any conflict between this letter agreement and the appendices attached hereto (including the Services Agreement), the terms of this letter agreement shall control.

Dickstein Shapiro LLP ("Dickstein Shapiro") has been engaged by the Gephardt Group to provide, as a subcontractor to the Gephardt Group, certain of the services that are to be provided by the Gephardt Group to Turkey in accordance with the provisions of the Services Agreement. The services to be provided by Dickstein Shapiro consist of the services identified and described in Appendix 2 and such other services as the Gephardt Group and Dickstein Shapiro may agree in writing from time to time.

Attached as Appendix 3 is a schedule that sets forth the names of the individuals who will render the services that are to be provided by Dickstein Shapiro as a subcontractor to the Gephardt Group, the nature of their relationships with Dickstein Shapiro and their contact information. This schedule may be updated from time to time upon mutual agreement of the parties.

The term or period of the engagement of Dickstein Shapiro as a subcontractor is set forth in the Services Agreement. Dickstein Shapiro's engagement may be terminated by the Gephardt Group or by Dickstein Shapiro at any time by notice delivered to the other 14 days in advance of the effective date of termination, except as otherwise set forth in the provision relating to conflicts of interest.

As compensation for the services rendered by Dickstein Shapiro in each month in the period of its engagement, the Gephardt Group will pay Dickstein Shapiro a monthly fee in the amount of \$35,000.00. The amount of the monthly fee payable to Dickstein Shapiro in or for the month in which the termination of Dickstein Shapiro's engagement occurs will be

prorated on the basis of the number of days in that month prior to the effective date of termination.

The Gephardt Group and Turkey, in accordance with the provisions of the Services Agreement, have agreed the amounts due as fees for services performed by the Gephardt Group and by Dickstein Shapiro and other subcontractors to the Gephardt Group will be paid to the Gephardt Group by Turkey in quarterly installments. The monthly fees due Dickstein Shapiro as compensation for the services rendered by it in each month or portion thereof in each quarter in the period of its engagement will be paid to it by the Gephardt Group not more than ten days after the receipt by the Gephardt Group from Turkey of the quarterly installment of the amount due as fees for services rendered by the Gephardt Group and by Dickstein Shapiro and other subcontractors in that quarter pursuant to the Services Agreement.

Unless and except as the Gephardt Group and Dickstein Shapiro otherwise agree, all costs and expenses incurred by Dickstein Shapiro in the performance of the services to be provided by Dickstein Shapiro in the period of its engagement will be borne and paid by Dickstein Shapiro, provided that Dickstein Shapiro should not be required to incur individual expenses in excess of \$1,000 unless such expenses are preapproved and reimbursed by Turkey.

The relationship between the Gephardt Group and Dickstein Shapiro will be that of independent contractors and not that of partners, joint venturers, principal and agent or otherwise. Without the prior consent of the other, neither will be authorized to bind or obligate the other or, except as provided herein and in the Services Agreement, to act for or on behalf of the other.

Dickstein Shapiro has represented to the Gephardt Group that the engagement of Dickstein Shapiro by the Gephardt Group, and the performance of the services to be rendered by Dickstein Shapiro as a subcontractor hereunder, do not and will not constitute a default or breach of the provisions of any agreement or contract between Dickstein Shapiro and any other person or a violation of any fiduciary or other obligation or duty of Dickstein Shapiro to any other person.

Dickstein Shapiro agrees to comply with and to be bound by all of the provisions of the Services Agreement that are applicable to Dickstein Shapiro as a subcontractor to the Gephardt Group.

All notices, consents, and other communications by, to and between the Gephardt Group and Dickstein Shapiro hereunder will be in writing and will be deemed to have been given or delivered and received when personally delivered, or when delivered, and receipt confirmed, by a nationally recognized overnight courier service, when mailed by certified mail, postage prepaid and return receipt requested, or when transmitted, and receipt confirmed, by facsimile or electronic mail to the Gephardt Group at 1101 K Street, N.W., Suite 8115, Washington, D.C. 20005, Facsimile Number (202) 728-8769 or Email Address: tomodonnell@gephardtgroup.com, Attention: Thomas J. O'Donnell, Managing Partner and to Dickstein Shapiro at 1825 Eye Street, N.W., Washington, D.C. 20006, Facsimile Number

(202) 379-9337 or Email Address: mangasr@dicksteinshapiro.com com or to either at such other address, facsimile number or email address as may be specified by notice to the other.

Neither the Gephardt Group nor Dickstein Shapiro may assign this agreement or any interest herein without the consent of the other. No contractual relationship shall exist between Dickstein Shapiro and Turkey as a result of this agreement.

This letter contains all of the agreements between the Gephardt Group and Dickstein Shapiro with respect to the engagement of Dickstein Shapiro as a subcontractor to the Gephardt Group, and all other agreements and understandings between the Gephardt Group and Dickstein Shapiro with respect to the matters addressed herein are superseded by this agreement and hereby terminated.

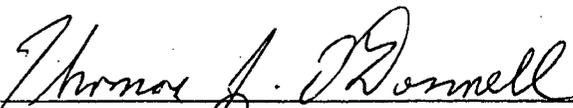
The invalidity or unenforceability of any provision of any of the agreements contained herein will not affect the validity or enforceability of any other provision.

This agreement will be performed in the District of Columbia and will be construed and enforced in accordance with the laws thereof than its rules with respect to conflicts of law.

This agreement and the rights and obligations of each of the Gephardt Group and Dickstein Shapiro hereunder will survive the termination of the engagement of Dickstein Shapiro as a subcontractor to the Gephardt Group and will be binding upon and inure to the benefit of each of the Gephardt Group and Dickstein Shapiro and its respective affiliates, successors and assigns.

Please acknowledge Dickstein Shapiro's approval and acceptance of the foregoing agreements by executing and returning to me one of the enclosed copies of this letter. This letter, when executed by Dickstein Shapiro and returned to me, will constitute a binding agreement between the Gephardt Group and Dickstein Shapiro that will be enforceable in accordance with its terms and that cannot be modified or amended or terminated except by written instrument executed by the Gephardt Group and Dickstein Shapiro.

Very truly yours,


Thomas J. O'Donnell
Managing Partner
Gephardt Group Government Affairs, LLC

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Dickstein Shapiro LLP hereby acknowledges its approval and acceptance of the foregoing agreements between itself and Gephardt Group Government Affairs, LLC.

Date: 4-28-09

Dickstein Shapiro LLP

By: Robert Mangas
Robert Mangas
PARTNER Title



2009 JUL 31 PM 4:02
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June 30, 2009

Robert Mangas, Esquire
Dickstein Shapiro LLP
1825 Eye Street, N.W.
Washington, DC 20006

Dear Robert:

This is to confirm our understanding with respect to a modification in the March 30, 2009, engagement of Dickstein Shapiro as a Subcontractor by Gephardt Government Affairs ("GGA", formerly the Gephardt Group), related to the Services Agreement between GGA and the Government of Turkey which entered into effect on February 1, 2009 and which was incorporated by reference in the March 30, 2009, engagement letter between GGA and Dickstein Shapiro, LLP.

Effective July 1, 2009, Dickstein Shapiro LLP has agreed to take on additional assignments, as mutually agreed to between Dickstein Shapiro and GGA, in carrying out its contract with GGA related to the Government of Turkey; and shall be paid an additional monthly fee of \$10,000 for doing so.

Please acknowledge Dickstein Shapiro's approval and acceptance of this modification in the March 30, 2009 engagement agreement by signing and returning a copy of this letter to GGA at your earliest convenience.

Sincerely yours,

Thomas J. O'Donnell
Managing Partner

Dickstein Shapiro LLP hereby acknowledges its approval and acceptance of the aforementioned modification in the engagement agreement between itself and GGA.

Date: 7-1-09

Dickstein Shapiro LLP

By:
Robert Mangas
ATTORNEY/PARTNER Title

APPENDIX 1 – SERVICES AGREEMENT

THIS AGREEMENT is made between the Government of the Republic of Turkey (“Turkey”), a foreign sovereign, and the Gephardt Group Government Affairs LLC, a Delaware Limited Liability Company (“Gephardt Group”).

1. Term: This Agreement shall be for one year, commencing February 1, 2009 and expiring January 31, 2010. Its terms may be renewed for additional successive one-year periods upon the explicit written assent of both parties.

2. Services: The Gephardt Group 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 United States-Turkey relationship,
- (b) Preserving and enlarging the Congressional Caucus on Turkey and Turkish Americans,
- (c) Educating members of Congress and the Administration on issues of importance to Turkey,
- (d) Promptly notifying Turkey of any action in Congress or the Executive Branch on issues of importance to Turkey,
- (e) Preparing brief analyses of developments in Congress and the Executive Branch on particular issues of concern to Turkey,
- (f) Identifying official gatherings and social events to which Embassy personnel ought, in the Gephardt Group’s opinion, attend, including to the extent possible, obtaining the necessary invitations,
- (g) 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], and
- (h) 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, the Gephardt Group 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) The Gephardt Group will retain the services of Dickstein Shapiro LLP. to serve as a subcontractor on this matter according to the following terms:
 - i. Term of Subcontract: The subcontract shall commence on February 1, 2009 and expire January 31, 2010, subject to subsequent renewal upon the mutual assent of the parties.
 - ii. Fees for Subcontractor: Dickstein Shapiro LLP shall be paid a monthly fee of \$_____ for the term. The fees of the subcontractor shall be borne by Turkey and provided for in the fees remitted to the Gephardt Group (clause 4 below). The Gephardt Group is responsible for disbursing the fees to Dickstein Shapiro LLP on a regular basis.
 - iii. It is understood that Dickstein Shapiro LLP shall have the same obligations as the Gephardt Group in this Agreement and that the Gephardt Group and Dickstein Shapiro LLP have pledged to work together amicably.
- (c) The Gephardt Group will retain the services of David Mercer of Mercer and Associates, Inc. to serve as a subcontractor on this matter according to the following terms:
 - i. Term of Subcontract: The subcontract shall commence on February 1, 2009 and expire January 31, 2010, subject to subsequent renewal upon the mutual assent of the parties.
 - ii. Fees for Subcontractor: Mercer and Associates, Inc. shall be paid a monthly fee of \$_____ for the term. The fees of the subcontractor shall be borne by Turkey and provided for in the fees remitted to the Gephardt Group (clause 4 below). The Gephardt Group is responsible for disbursing the fees to Mercer and Associates, Inc. on a regular basis.
 - iii. It is understood that Mercer and Associates, Inc. shall have the same obligations as the Gephardt Group in this Agreement and that the Gephardt Group and Mercer and Associates, Inc. have pledged to work together amicably.
- (d) The Gephardt Group will retain the services of Lydia Borland of the Caspian Group, LLC to serve as a subcontractor on this matter according to the following terms:

- i. **Term of Subcontract:** The subcontract shall commence on February 1, 2009 and expire January 31, 2010, subject to subsequent renewal upon the mutual assent of the parties.
 - ii. **Fees for Subcontractor:** The Caspian Group, LLC. shall be paid a monthly fee of \$_____ for the term. The fees of the subcontractor shall be borne by Turkey and provided for in the fees remitted to the Gephardt Group (clause 4 below). The Gephardt Group is responsible for disbursing the fees to the Caspian Group, LLC on a regular basis.
 - iii. It is understood that the Caspian Group, LLC shall have the same obligations as the Gephardt Group in this Agreement and that the Gephardt Group and the Caspian Group, LLC have pledged to work together amicably.
- (e) The Gephardt 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 Gephardt Group's discretion. The Gephardt Group shall be solely responsible for compensating any such additional subcontractors and consultants.
 - (f) Should for any reason Turkey request that the Gephardt Group discontinue the services of any subcontractor named in this Agreement, the Gephardt Group shall immediately terminate the relevant subcontract, applying the same terms described in Item 6 below.
 - (g) The Gephardt Group 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 the Gephardt Group a total of \$_____ in US dollars for the services described in this Agreement to be performed by the Gephardt Group, the subcontractors listed above, and any additional subcontractors that it may retain. 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 the Gephardt Group 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 fourteen (14) days advance written notice. In this event, Turkey shall pay Gephardt 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 Gephardt Group 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 the Gephardt Group to Turkey.

7. Monthly Reporting and Quarterly Performance Assessment: The Gephardt Group 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 Gephardt Group team. Further, every three months, or as often as Turkey may desire, the Gephardt Group shall present to Turkey a written assessment of its performance during the preceding period. If, upon reviewing the assessment, Turkey is not satisfied with the Gephardt Group's performance, Turkey may, at its sole discretion, terminate this Agreement according to the terms stated herein.

8. Privileged Information: The Gephardt Group 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 the Gephardt Group the return of any documents or other information provided by Turkey.

9. Registration and Disclosure: The Gephardt 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.

11. Conflicts: Turkey acknowledges Gephardt Group's 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, the Gephardt Group shall endeavor not only to avoid actual conflicts, but the appearance of conflicts as well. To that end, the Gephardt Group 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 the Gephardt Group 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, the Gephardt 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.

12. 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.

13. Power to Bind: Absent the express written consent of Turkey, neither the Gephardt Group 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

2009 JUL 31 PM 4:02
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FOR GEPHARDT GROUP GOVERNMENT AFFAIRS LLC

By: Tom O'Donnell
Managing Partner

Date

APPENDIX 2 – SERVICES TO BE PROVIDED BY DICKSTEIN SHAPIRO

As a Subcontractor to the
Gephardt Group in its
Representation of the Government of Turkey
March 27, 2009

For the duration of the contract period, the subcontractor agrees to perform the following services at the direction of and in coordination with the Embassy of Turkey (“Embassy”) and the Gephardt Group (Team Leader):

1. Participate in weekly strategic planning sessions with the Gephardt Group, other subcontractors and the Embassy to develop and fine tune an advocacy plan for the Executive and Legislative Branches in support of the Government of Turkey.
2. Carry out assignments, as directed, to educate and reeducate elected and appointed policymakers and opinion leaders about the Republic of Turkey, its strong friendship and continued support of United States diplomatic, foreign policy and military efforts, and the important strategic bilateral relationship between the United States and Turkey.
3. Solicit additional membership participation in the Congressional Caucus on Turkey.
4. Gather information about legislative activities and oversight hearings in the House and Senate and report back regularly to Embassy through Team Leader.
5. Identify legislators and opportunities for positive congressional activities in support of Turkey’s strategic relationship.
6. Develop and utilize contacts at the State and Defense Departments, and the National Security Council to convey the seriousness of the genocide issue and the potential threat it poses to the U.S./Turkey relationship.
7. Propose and participate in events at the Embassy and other venues, as directed, in support of advocacy plan.
8. Work with the Embassy’s public relations team (Fleishman-Hillard) to identify opportunities for participation by the Ambassador and Embassy staff in conferences, speaking engagements, policy discussions, and other events to project Turkey’s image and interests in Washington.