

GEPHARDT
GOVERNMENT AFFAIRS

February 26, 2015

Mr. Brian Forni
1600 Joyce Street
Apartment 1216
Arlington, VA 22202

Dear Brian:

Gephardt Group Government Affairs, LLC ("Gephardt Government Affairs") 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 Gephardt Government Affairs ("Services Agreement."). An executed copy of the Services Agreement is attached as Appendix 1. The provisions of the Services Agreement are incorporated herein and made a part hereof.

At the request of Turkey you have been engaged by Gephardt Government Affairs to provide, as a subcontractor to Gephardt Government Affairs, certain of the services that are to be provided by Gephardt Government Affairs to Turkey in accordance with the provisions of the Services Agreement. The services to be provided by you consist of the services identified and described in Appendix 2 and such other services as Gephardt Government Affairs and you may agree from time to time.

The term of your engagement as a subcontractor is March 1, 2015 until December 31, 2015. The engagement may be terminated by Gephardt Government Affairs or by you at any time by notice delivered to the other 14 days in advance of the effective date of termination.

As compensation for the services rendered by you during the period of your engagement, Gephardt Government Affairs will pay you \$90,000.00 in four equal installments as specified in the attached Services Agreement. The amount of the fees payable to you in or for the month in which the termination of the engagement occurs will be prorated on the basis of the number of days in that month prior to the effective date of termination.

Gephardt Government Affairs and Turkey, in accordance with the provisions of the Services Agreement, have agreed the amounts due as fees for services performed by Gephardt Government Affairs and by you as a subcontractor to Gephardt Government Affairs will be paid to Gephardt Government Affairs by Turkey in four installments. The fees due you as compensation for the services rendered in each period or portion thereof in each period of your engagement will be paid to you by Gephardt Government Affairs not more than ten days after the receipt by Gephardt Government Affairs from Turkey of the amount due as fees for services rendered by Gephardt Government Affairs and by you in that period.

1101 K Street, NW • Suite 310 • Washington, DC 20005 • Office: (202) 403-2150 • Fax: (202) 403-2048

Unless and except as Gephardt Government Affairs and you otherwise agree, all costs and expenses incurred by you in the performance of the services to be provided by you in the period of your engagement will be borne and paid by you.

The relationship between Gephardt Government Affairs and you will be that of independent contractor 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.

You have represented to Gephardt Government Affairs that your engagement by Gephardt Government Affairs, and the performance of the services to be rendered by you as a subcontractor, do not and will not constitute a default or breach of the provisions of any agreement or contract between you and any other person or a violation of any fiduciary or other obligation or duty of you to any other person.

You agree to comply with and to be bound by all of the provisions of the Services Agreement that are applicable to you as a subcontractor to Gephardt Government Affairs.

All notices, consents, and other communications by, to and between Gephardt Government Affairs and you 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 Gephardt Government Affairs at 1101 K Street, N.W., Suite 310, Washington, D.C. 20005, Facsimile Number (202) 403-2048 or Email Address: tomodonnell@gephardt.com, Attention: Thomas J. O'Donnell, Managing Partner and to you, Brian Forni at 2400 M Street, NW, Apartment 408, Washington DC 20037, or Email Address: brianforni@yahoo.com or to either at such other address, facsimile number or email address as may be specified by notice to the other.

Neither Gephardt Government Affairs nor you may assign the agreements contained herein or any interest therein without the consent of the other.

This letter contains all of the agreements between Gephardt Government Affairs and you with respect to your engagement as a subcontractor to Gephardt Government Affairs.

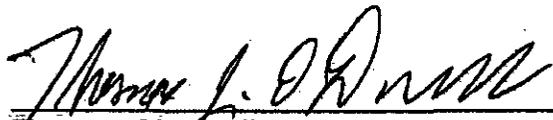
The invalidity or unenforceability of any provision of any of the agreements contained herein will not affect the validity or enforceability of any other provision.

These agreements 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.

The foregoing agreements and the rights and obligations of each of Gephardt Government Affairs and you thereunder will survive the termination of your engagement as a subcontractor to the Gephardt Group and will be binding upon and inure to the benefit of each of Gephardt Government Affairs and you and its respective affiliates, successors and assigns.

Please acknowledge your 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 you and returned to me, will constitute a binding agreement between Gephardt Government Affairs and you that will be enforceable in accordance with its terms and that cannot be modified or amended or terminated except by written instrument executed by Gephardt Government Affairs and you.

Very truly yours,



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

Brian Forni hereby acknowledges his approval and acceptance of the foregoing agreements between him and Gephardt Group Government Affairs, LLC.

Date: 2-27-15

By: 

Brian Forni

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 ten months, commencing 1 March 2015 and expiring 31 December 2015.

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.