

U.S. Department of Justice
 Washington, DC 20530

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

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

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 .49 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 and Address of Registrant Roberti White LLC 1455 Pennsylvania Avenue NW, Suite 250 Washington, Dc 20004	2. Registration No. 6065
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3. Name of Foreign Principal Borusan Mannesmann	4. Principal Address of Foreign Principal 363 N. Sam Houston Parkway E, Suite 1700 Houston, TX 77060
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5. Indicate whether your foreign principal is one of the following:

Government of a foreign country¹

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
 (not applicable)

b) Name and title of official with whom registrant deals
 (not applicable)

7. If the foreign principal is a foreign political party, state:

a) Principal address
 (not applicable)

b) Name and title of official with whom registrant deals (not applicable)

c) Principal aim (not applicable)

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Steel industry

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

Yes was checked in Section 8 b "Subsidized", because the U.S. Department of Commerce issued a preliminary determination on April 18, 2014 that the Republic of Turkey is subsidizing Borusan Mannesmann by providing hot-rolled steel coil for less than adequate remuneration. The client seeks to reverse this determination.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Borusan Mannesmann is owned by Borusan Holdings.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A	Name and Title	Signature
May 19, 2014	Vincent A. Roberti, Sr., Chairman	/s/ Vincent A. Roberti Sr. eSigned

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 <http://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 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 .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, 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 Roberti White LLC	2. Registration No. 6065
3. Name of Foreign Principal Borusan Mannesmann	

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

Research and analyze issues of concern to the principal; counsel the principal on the U.S. policies of concern, activities in Congress and the Executive branch, and developments on the U.S. political scene generally; and maintain contact, as necessary, with members of Congress and their staff, executive branch officials, members of the press, and non-governmental organizations.

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

Registrant will provide strategic counsel to the principal on strengthening the principal's ties to the United States government and institutions. Registrant will also assist in communicating priority issues to relevant U.S. audiences, including the U.S. Congress, administration, media, and policy communities.

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 activities listed in item 8 will be undertaken in order to communicate information to the principal, as well as to communicate information about the principal to interested persons in the public sector. At the request of the principal, meetings with members of Congress and their staff, and executive branch officials may be arranged.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
May 19, 2014	Vincent A. Roberti, Sr., Chairman	/s/ Vincent A. Roberti, Sr. eSigned

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.



GOVERNMENT RELATIONS & STRATEGIC COMMUNICATIONS
THE WILLARD BUILDING
1455 PENNSYLVANIA AVE., NW, SUITE 250

WASHINGTON, D.C. 20004
PHONE: (202) 624-0395
FACSIMILE: (202) 624-0396

AGREEMENT ON CONSULTING SERVICES
(LOBBYING)

Signed on the 05 of 05 2014 between:
(Day) (Month)

1. **Borusan Mannesmann**, 363 N. Sam Houston Parkway E., Suite 1700, Houston, TX 77060

and

2. **Roberti+White LLC**, 1455 Pennsylvania Ave., NW, Suite 250, Washington DC, 20004, represented by Vin Roberti

The Contracting Parties have agreed as follows:

Article 1

The subject of the contract is consulting services, or rather counseling services (lobbying), directed at reversing the U.S. Department of Commerce's preliminary determination issued on April 18, 2014 that the Republic of Turkey is subsidizing Borusan Mannesmann by providing hot-rolled steel coil for less than adequate remuneration. Pursuant to these efforts, Roberti+White LLC shall seek to promote and advance the interests of Borusan Mannesmann before all relevant political and economic institutions of the United States of America, including the executive powers and Congress.

Two handwritten signatures in black ink are located in the lower right quadrant of the page. The first signature appears to be 'JBO' and the second is a more stylized signature.

Article 2

Roberti+White LLC is bound to provide quality services described under Article 1 of this Agreement within the scope of all current laws and regulations of the United States of America.

Article 3

Borusan Mannesmann agrees to provide Roberti+White LLC with all of the relevant information reasonably related to effectuating the services described under Article 1 of this Agreement.

Article 4

This Agreement shall commence upon signing and shall terminate on July 11, 2014, unless the contracting parties agree to extend it. In such case, the Agreement shall continue on a month-to-month basis at the monthly rate described in Article 6 unless and until either party agrees to terminate the Agreement with 30-days written notice.

Article 5

Roberti+White LLC will undertake all activities and possible endeavors in prevention of detriment to Borusan Mannesmann by any third parties, or those that might negatively hinder the interests, reverence and ownership of Borusan Mannesmann.

Roberti+White LLC maintains and guarantees that it does not have any obligations towards any third party that might limit or bar their ability to perform and accomplish the obligations set forth under Article 2 of this Agreement.

Article 6

For the services set forth under Article 1 of this Agreement, Borusan Mannesmann agrees to disburse USD 75,000.00 (seventy-five thousand) to Roberti+White LLC for the months of May and June of 2014, and a prorated amount for July 2014.

The first installment shall be payable upon the signing of this Agreement. Thereafter payment shall be due on the first day of each month.

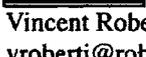
Additionally, in the event Roberti+White LLC succeeds in reversing the U.S. Department of Commerce's preliminary determination described in Article 1, Borusan Mannesmann agrees to disburse a success fee of USD 150,000 (one hundred-fifty thousand) to Roberti+White LLC.

Article 7

Borusan Mannesmann will reimburse Roberti+White LLC for all expenses for any out-of-state or international travel, but only when such travel has been pre-approved by Borusan Mannesmann.

Article 8

Pursuant to Article 6 Borusan Mannesmann shall remit payment to the following account belonging to Roberti+White LLC:

Bank Name:	Bank of Georgetown
Bank Address:	1115 30 th Street NW Washington, DC 20007
Account Name:	Roberti White LLC
Account Number:	
ABA Number:	
Contact:	Vincent Roberti
Email:	vroberti@robertiwhite.com
Bank Phone:	202.355.1200

Article 9

Both Parties concur that this Agreement shall be treated as confidential.

Roberti+White LLC will undertake all acceptable measures to protect the confidential communication or other confidential information prepared and gathered by Roberti +White LLC or made available to Roberti+White LLC throughout the period of service described under Article 4 of this Agreement.

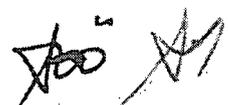
The obligations described in Paragraph 2 of this Article is furthermore binding after the expiration of this Agreement, but in no way does it bind Roberti+White LLC to fulfill its commitments towards the current laws and regulations of the United States of America.

All communication between the parties shall be realized through the authorized representatives of Borusan Mannesmann.

Article 10

Roberti+White LLC shall respect all boundaries and requests made by the FARA (Foreign Agents Registration Act), as well as other laws and regulations of the United States of America.

Article 11

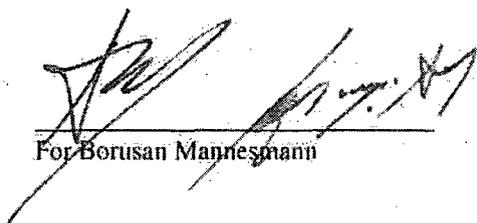


In an event of a dispute, the laws of the District of Columbia and the United States of America are legally binding.

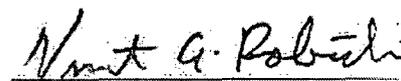
Article 12

None of the Parties can be held responsible to the other for the loss of profit or the incidental, consequent, special or punitive damages.

In no circumstance can the overall responsibility of either of the parties to the other in the name of claims resulting from this Agreement be over the amount indicated for the services that Roberti+White LLC accomplished as per the regulations set by this Agreement, and which were not paid to the consultant. Such contract value shall be determined exclusively by Article 6 of this Agreement.



For Borusan Mannesmann



Vin Roberti, Chairman
For Roberti+White LLC

Samih DEMEN - Chairman

Kugan ARI - Board Member, CFO