U.S. Department of Justice
Washington, DC 20530

OMB No. 1124-0004; Expires April 30, 2017

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	2. Registration No.
Herrick, Feinstein LLP	6185

3. Name of Foreign Principal

Turkish Republic of Northern Cyprus (T.R.N.C)

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 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

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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 slao assist in communicating priority issues in the United States - Turkish Republic of Northern Cyprus bilateral relationship to relevant U.S. audiences, including the U.S. Congress, executive branch, media and policy community.

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 described in Item 8 will be undertaken in order to communicate information to the principal, as well 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
September 22, 2014	Partner Michael E. McMahon	

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.

AGREEMENT

This Agreement is made the 18th day of September, 2014 between the Government of the Turkish Republic of Northern Cyprus (hereinafter referred to as "T.R.N.C."), duly represented by Ahmet Erdengiz, Representative of the Turkish Republic of Northern Cyprus to the U.S.A. on the one part and Herrick, Feinstein LLP (hereinafter referred to as "the Firm"), duly represented by Michael E. McMahon on the other part.

WHEREAS, T.R.N.C. desires to secure the services of the Firm to provide lobbying and government relations for T.R.N.C. which shall consist of those services ordinarily and customarily provided in representing a foreign sovereign before the United States Congress and the Executive Branch; and

WHEREAS, the Firm is willing to provide said services for T.R.N.C. subject to all of the terms and conditions contained in this Agreement and the applicable laws, rules, and regulations of the United States of America;

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Services: The Firm shall undertake to represent T.R.N.C. in the United States of America and to provide T.R.N.C. with advice, strategic counsel, tactical planning, lobbying services, public relations assistance and active support, regarding relations with the Government of the United States of America, the Congress, think tanks, universities, and grass roots organizations in consideration of the monthly remuneration referred to herein below.

These services shall include but not be limited to:

(a) Proposing and pursuing passage of legislation and actions before the United States Government which promote the interests of T.R.N.C.;

(b) Proposing strategies and activities which will promote a positive image of T.R.N.C. and the U.S.-T.R.N.C. bilateral relationship in the U.S. media and public opinion;

(c) Informing Members of Congress, the Executive Branch, commissions and boards, think tanks, and academic institutions on issues of importance to T.R.N.C.;

(d) Preparing analysis of developments in Congress and the Executive Branch on issues of concern to T.R.N.C.;

(e) Notifying T.R.N.C. of any action or development in Congress and the Executive Branch on issues of importance to T.R.N.C.;

(f) Assisting in the organization of and travelling with Congressional Delegation and staff visits to the Turkish Republic of Northern Cyprus for cultural exchanges as permissible by law;

(g) Maintaining alliances and forging relationships with other interest groups and organizations whose goals are similar to T.R.N.C.;

(h) Identifying and/or arranging speaking engagements locally and nationally for Office of the Representative personnel or their proxies in forums that will improve T.R.N.C.'s image and advance its causes in the United States; and

(i) Countering and educating about harmful and erroneous legislation and actions before Congress towards T.R.N.C. and U.S.-T.R.N.C. relations.

Excluded from such services are any and all legal services such as providing legal advice, preparing legal documents, preparing or expressing legal opinions, representing before any tribunal and preparing documents for any adjudication.

2. Personnel: The Firm undertakes that the following individuals shall be principally responsible for this representation:

- The Herrick, Feinstein Government Relations Team will be led by Michael E. McMahon, Barbaros M. Karaahmet and Lawrence M. Kaye and will include Daniel Hart and other employees of the Firm to be designated.

- Other Individuals of the Firm will also take part, when needed to effectively address issues affecting T.R.N.C.

3. Quarterly Reporting and Performance Assessment: The Firm shall provide T.R.N.C. with quarterly written reports dealing with its activities pursuant to this Agreement.

4. Fees: (a) In consideration of above-mentioned services of the Firm, T.R.N.C. shall pay the Firm a fixed annual fee of $200,000.00 for services rendered during the period from September 1, 2014 to September 1, 2015, which includes the Firm's fees, and expenses such as long-distance telephone, facsimile, telex, messenger, courier and other communications costs, document reproduction and retrieval costs, computer research facilities, document preparation services, and incidental transportation. Said fee shall be paid in monthly payments as follows:

October 1, 2014	-	$16,666.65
November 1, 2014	-	$16,666.65
December 1, 2014	-	$16,666.65
January 1, 2015	-	$16,666.65
February 1, 2015	-	$16,666.65
March 1, 2015	-	$16,666.65
April 1, 2015	-	$16,666.65
May 1, 2015	-	$16,666.65
June 1, 2015	-	$16,666.65
July 1, 2015	-	$16,666.65
August 1, 2015	-	$16,666.65
September 1, 2015	-	$16,666.85

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8. Termination: (a) This Agreement may be terminated by either party upon sixty (60) days prior written notice given to the other party at the following address:

i. National address of the Firm: 2 Park Avenue, New York, New York 10016.

ii. Local address of the Firm: 700 12th Street, N.W., Suite 700, Washington, DC 20005

iii. Local address of T.R.N.C.: 1667 K Street, N.W., Suite 690, Washington, DC 20006

(b) In the event of termination of this Agreement, any obligation for payment incurred prior to such termination shall be due and payable upon the date of termination and the Firm shall not be required to refund any payment already made.

9. Dispute Resolution: (a) In case a dispute or disagreement of any kind arises between T.R.N.C. and the Firm in connection with or arising out of this Agreement, or a breach thereof, the Parties agree first to attempt in good faith to settle such dispute or disagreement or breach by mediation administered by the American Arbitration Association under its Commercial Mediation Rules.

(b) In case the parties fail to resolve the dispute or disagreement or breach by mediation within thirty (30) days as described hereinabove, then the matter shall be referred to the Courts of the T.R.N.C. to be adjudicated pursuant to the laws and rules of the T.R.N.C.

10. Choice of Law: Save as otherwise provided in this Agreement, this Agreement shall be subject to the laws of T.R.N.C. Should the resolution of any disagreement by the parties not be possible through the negotiation thereof, the Courts of the T.R.N.C. shall be the sole jurisdiction for any and all proceedings seeking arbitration or adjudication of said dispute.

11. Power to Bind: Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without prior written consent of the other party.

12. Entire Agreement: This Agreement contains the entire understanding between the parties hereto and supersedes all prior written and oral understandings relating to the subject matter hereof. Any modification of or amendment to this Agreement must be in writing and signed by both parties in order to be enforceable.

13. Severability: If any provision of this Agreement or the application thereof shall, for any reason, be invalid or unenforceable, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the maximum extent permissible under applicable law.

14. Notice: Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to T.R.N.C.: 1667 K Street, N.W.
Suite 690
Washington, DC 20006
Attention: Hon. Ahmet Erdengiz
Fax: 202-467-0685

If to Herrick, Feinstein LLP: 2 Park Avenue
New York, New York 10016
Attention: Michael E. McMahon
Fax: (212) 545-2373

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice that has been received by the party to whom it is sent as evidenced by confirmation slip.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

By: _____ Sept. 18, 2014
Hon. Ahmet Erdengiz Date
Representative of the Turkish Republic of Northern Cyprus
Washington Office

By: _____ 9/18/2014
Michael E. McMahon Date
Partner for and on behalf of Herrick, Feinstein LLP