

6210



February 26, 2015

Lydia Borland, President
LB International Solutions, LLC
1325 13th Street, N.W.
Suite 24
Washington, D.C. 20005

Dear Lydia:

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, Lydia Borland at LB International Solutions, LLC ("LB Solutions") continues to be 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 Lydia Borland shall 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 LB Solutions' engagement as a subcontractor is March 1, 2015 until December 31, 2015. The engagement may be terminated by Gephardt Government Affairs or by LB Solutions 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 LB Solutions during the period of your engagement, Gephardt Government Affairs will pay LB Solutions \$180,000 in four equal installments as specified in the attached Services Agreement. The amount of the fees payable to LB Solutions 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 LB Solutions as a subcontractor to Gephardt Government Affairs will be paid to Gephardt Government Affairs by Turkey in four installments. The fees due LB Solutions as compensation for the services rendered in each period or portion thereof in the

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period of LB Solutions' 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 LB Solutions in that period.

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

The relationship between Gephardt Government Affairs and LB Solutions 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.

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

LB Solutions agrees to comply with and to be bound by all of the provisions of the Services Agreement that are applicable to LB Solutions as a subcontractor to Gephardt Government Affairs.

All notices, consents, and other communications by, to and between Gephardt Government Affairs and LB Solutions 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@gephardtde.com, Attention: Thomas J. O'Donnell, Managing Partner and to LB Solutions c/o Lydia Borland, LB International Solutions, LLC at 1325 13th Street, NW, Suite 24, Washington DC 20005, 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 LB Solutions 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 LB Solutions with respect to LB Solutions' 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 LB Solutions thereunder will survive the termination of LB Solutions' 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 LB Solutions 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

Lydia Borland, President of LB Solutions, hereby acknowledges her approval and acceptance of the foregoing agreements between LB Solutions and Gephardt Group Government Affairs, LLC.

Date: 3-6-15

By: 
Lydia Borland
President