

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 The Madison Group	2. Registration No. 6226
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3. Name of Foreign Principal

The Democratic Socialist Republic of Sri Lanka

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.

Assist the Ministry of External Affairs of the Democratic Socialist Republic of Sri Lanka in creating situational awareness of current affairs and strengthening its relationship with the United States.

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

Assist the Ministry of External Affairs of the Democratic Socialist Republic of Sri Lanka in creating situational awareness of current affairs and strengthening its relationship with the United States.

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.

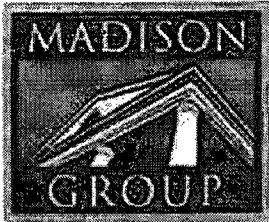
Political activities will be limited to the education of the legislators and policy makers on situation awareness of the current state of affairs in Sri Lanka.

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
August 28, 2014	Robb Watters, Managing Partner	/s/ Robb Watters
		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.



Re: Engagement for Services

We consider it a privilege to have the opportunity to represent the Democratic Socialist Republic of Sri Lanka. We offer the following terms for the engagement of The Madison Group, LLC ("The Madison Group, LLC" or "we") to the Democratic Socialist Republic of Sri Lanka.

If this agreement is acceptable to you, please sign and return one original to me. The other original is for your files. When you sign this letter, it becomes a contract between us.

Fees and Expenses

In consideration for providing the services described hereunder for government relations services, the Democratic Socialist Republic of Sri Lanka agrees to pay The Madison Group an initial monthly retainer of \$25,000 (USD) per month for one year commencing August 1, 2014. The Democratic Socialist Republic of Sri Lanka also agrees that it may direct The Madison Group for additional work outside of the agreement that will be compensated on a project fee basis.

In addition to the retainer, the Democratic Socialist Republic of Sri Lanka agrees to pay all expenses incurred by The Madison Group on your behalf. The Madison Group will invoice you for expenses on a monthly basis, and payment is due within thirty (30) days of your receipt of the bill. Monthly expenses totaling over \$250.00 (USD) will require client approval.

"Expenses" include but are not limited to business meals; messenger and other third-party vendor charges; charges for transcripts; parking, taxi, and other travel expenses; international telephone; and fees and expenses of professionals retained on your behalf. The Madison Group will not charge you for in-house administrative services such as US long-distance telephone, telecopies and fax transmissions, word processing, and staff overtime.

Termination of Engagement

We may terminate this engagement, and we shall be relieved of the responsibility of performing further work on your behalf, in the event you fail to pay any amount due under this agreement in a timely manner, or a significant disagreement arises as to strategy, or as otherwise permitted by the applicable law regulating our conduct as consultants. Upon termination of this engagement, you will remain responsible for the payment of all fees due for the period prior to termination and for all expenses incurred on account

of the representation. The term of this contract shall commence from August 1, 2014 to June 30, 2015 and may be renewed if both parties mutually agree.

Billing and Fee recovery

We will provide to you, on a monthly basis, descriptive billing statements reflecting amounts due for services rendered and costs incurred. Our monthly billing statements are payable upon receipt. You expressly agree that any amount not paid within 30 days of the date of the applicable billing statement shall bear interest at the lesser of eighteen percent (18%) per month. Accrued interest, if any, shall be reflected on subsequent billing statements. Our decision not to charge such interest on any given unpaid balance will not be a waiver of our right to charge interest on other unpaid balances. Amounts received in payments of any unpaid and outstanding balance shall be applied first to accrued interest and then to the actual fee or fees for services rendered.

You also agree that, should we need to institute any legal proceedings in order to recover unpaid balances due The Madison Group, LLC, you waive all objections to venue and jurisdiction in a court of competent jurisdiction in the District of Columbia, and also waive your right to demand a trial by jury. In addition, you agree to accept service of process by facsimile or by any means reasonably calculated to effect notice on you. You will be responsible for all reasonable costs that we may incur in connection with our collection effort, including attorney's fees.

Indemnification, Limitation of Liability and No Third Party Beneficiary

The Democratic Socialist Republic of Sri Lanka will indemnify The Madison Group against all claims, liabilities, costs and judgments, including reasonable attorney fees, for defending any third party claim or suit arising out of the services provided under this Agreement. The Madison Group will not be liable to the Democratic Socialist Republic of Sri Lanka for lost profits or data, business interruption, or other economic loss or for consequential, incidental, special or punitive damages. The maximum aggregate liability of The Madison Group to the Democratic Socialist Republic of Sri Lanka from any cause will not exceed the total amount of fees paid pursuant to this agreement. No provision of this agreement will inure to the benefit of any third person so as to constitute any such person a third-party beneficiary of the agreement.

Effective Date of Agreement

This agreement takes effect on August 1, 2014, and upon signed agreement to this letter, we will have a continuing obligation to provide services to you from that date. Even if this agreement is not executed and returned by you, you will be obligated to pay the above stated value of any services we may have performed for you at your direction, from that date.

Please confirm your agreement to the terms of this engagement letter by signing and returning the enclosed copy of this letter at your earliest opportunity. We appreciate this opportunity to be of service to you.

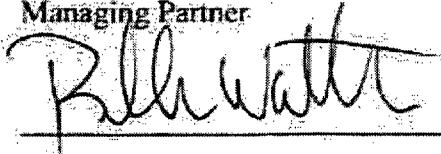
**THE MADISON GROUP
AGREED TO AND ACCEPTED:**

Date: August 27, 2014

Name: Robb Watters

Title: Managing Partner

Signature:



**Democratic Socialist Republic of Sri Lanka
AGREED TO AND ACCEPTED:**

Date:

8/28/14

By/On Behalf of:

Baldry B

Title:

Director

Signature: