

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 LLC

2. Registration No.

6355

3. Name of Foreign Principal

Amsterdam & Partners LLP on behalf of The Republic of Turkey

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.

The Madison Group will preform litigation and government relations consulting services on behalf of Amsterdam & Partners LLP for lawsuits files in Texas and California

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

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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.

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 13, 2016	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.



Robert Amsterdam
Amsterdam & Partners LLP
601 13th Street, NW
Eleventh Floor South
Washington, DC 20005

Re: Engagement for Services

We consider it a privilege to have the opportunity to represent Amsterdam & Partners. We offer the following terms for the engagement of The Madison Group, LLC ("The Madison Group, LLC" or "we" or "TMG") to Amsterdam & Partners LLP ("Amsterdam & Partners" or "you").

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 document it becomes a contract between Amsterdam & Partners and The Madison Group.

Scope of Work

TMG will perform litigation support and strategic political consulting services for Amsterdam & Partners. This will include government relations services, coalition building, political intelligence and relationship development. In addition, TMG will facilitate meetings with key policymakers and their staff as well as strategic positioning for the lawsuits filed in Texas and California by Amsterdam & Partners.

Fees and Expenses

In consideration for providing the services described hereunder for government relations services, Amsterdam & Partners agrees to pay The Madison Group a retainer of \$20,000.00 per month for a three (3) month period commencing September 1, 2016, for government relations services it provides on behalf of Amsterdam & Partners' client, The Republic of Turkey (Client). Amsterdam & Partners also agrees that it may direct The Madison Group for additional work outside of the agreement that will be compensated on a project or retainer fee basis.

In addition to the monthly retainer, Amsterdam & Partners 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. "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 Agreement

We may terminate this agreement, 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 engagement in a timely manner, or a significant disagreement arises due to strategy, or as otherwise permitted by the applicable law regulating our conduct as consultants. You may also terminate this agreement and provide The Madison Group, LLC with a written notification via registered mail, thirty (30) days prior to termination. Upon termination of this agreement, 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 agreement shall commence from September 1, 2016 through November 30, 2016 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 and no later than 30 days of the date applicable billing statement.

Indemnification, Limitation of Liability and No Third Party Beneficiary

Amsterdam & Partners 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 Amsterdam & Partners 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 Amsterdam & Partners 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.

Arbitration/Choice of Law/Forum

Any disputes concerning the performance of this Engagement shall be decided in binding arbitration in Washington, DC, and the parties consent to jurisdiction in that forum for such purpose. This letter agreement shall be governed and interpreted under the laws of Washington, DC, and the arbitration shall be conducted in accordance with the UNCITRAL Rules of Arbitration.

Effective Date of Agreement

This agreement takes effect on September 1, 2016 and upon signed agreement to this letter, we will have a continuing obligation to provide services to you 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.

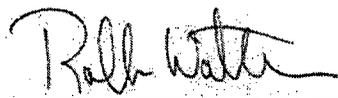
AGREED TO AND ACCEPTED:

The Madison Group, LLC

By: Robb Watters

Title: Managing Partner

Date: September 1, 2016

Signature: 

AMSTERDAM & PARTNERS

By: Andrew Dinkovic

Title: Managing Partner

Date: 9/12/16

Signature: 