

OMB No. 1124-0006. Expires April 30, 2017

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.

<p>1. Name and Address of Registrant McBee Strategic Consulting, LLC 455 Massachusetts Avenue, NW, 12th Floor Washington, DC 20001</p>	<p>2. Registration No. 6297</p>
<p>3. Name of Foreign Principal Republic of Turkey (through Amsterdam & Partners LLP)</p>	<p>4. Principal Address of Foreign Principal Embassy of Republic of Turkey in Washington, DC 2525 Massachusetts Avenue, NW Washington, DC 20008</p>

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:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant
Executive Branch
- b) Name and title of official with whom registrant deals
Honorable Serdar Kilic, Ambassador of the Republic of Turkey to the United States

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

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

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.

b) Is this foreign principal:

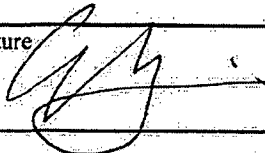
- Supervised by a foreign government, foreign political party, or other foreign principal Yes No
- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by a foreign government, foreign political party, or other foreign principal Yes No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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

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.

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
6/1/16	ERIC BOVINA, MANAGING DIRECTOR	

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

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 McBee Strategic Consulting, LLC	2. Registration No. 6297
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3. Name of Foreign Principal

Republic of Turkey (through Amsterdam & Partners LLP)

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.

McBee Strategic Consulting, LLC will provide media and communications strategy to the Republic of Turkey (through Amsterdam & Partners LLP).

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

McBee Strategic Consulting, LLC will assist with media relations and outreach strategy to the Republic of Turkey (through Amsterdam & Partners LLP).


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.

McBee Strategic Consulting, LLC will assist with media relations and outreach strategy to the Republic of Turkey (through Amsterdam & Partners LLP) for the purpose of enhancing the U.S. - Turkey bilateral relationship.

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
6/1/16	Eric Berlin, Managing Director	

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.

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

by and between

AMSTERDAM & PARTNERS LLP

and

McBEE STRATEGIC CONSULTING, LLC

THIS INDEPENDENT CONTRACTOR SERVICES AGREEMENT (this "Agreement") is made by and between Amsterdam & Partners LLP ("A&P") and McBee Strategic Consulting, LLC, a Delaware limited liability company ("McBee Strategic"), as of May 23, 2016.

- 1. ENGAGEMENT OF SERVICES.** A&P shall engage McBee Strategic to perform certain services on behalf of its client ("*Client*") the Republic of Turkey, as more fully described on *Schedule A* attached hereto.
- 2. COMPENSATION.**
 - a. RETAINER FEE.** A&P will pay McBee Strategic, subject to paragraph 2.c below, a monthly retainer fee (the "*Retainer Fee*") as compensation for services rendered under this Agreement. The Retainer Fee shall be Twenty Thousand dollars (\$20,000) per month.
 - b. EXPENSES.** A&P shall reimburse McBee Strategic for any reasonable and customary expenses incurred in connection with the performance of services under this Agreement, provided that McBee Strategic submits appropriate documentation ("*Expenses*").
 - c. PAYMENT.** The Retainer Fee shall be payable within 30 days of the receipt of an invoice from McBee Strategic and after A&P has received payment from its client, the Republic of Turkey.
- 3. INDEPENDENT CONTRACTOR RELATIONSHIP.** McBee Strategic's relationship with A&P will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, attorney-client or employer-employee relationship. McBee Strategic is not engaged in the practice of law. McBee Strategic is not the agent of A&P and is not authorized to make any representation, contract, or commitment on behalf of A&P.
- 4. SECURITIES COMPLIANCE.** During the course of its work for A&P and/or its other clients, McBee Strategic may be asked to solicit or may receive important information about publicly-traded companies or the markets, industries or regulatory environment in which these companies do business that has not yet been disclosed or been made available to the general public ("*Non-public Information*"). McBee Strategic is firmly

committed to complying with all insider-trading laws, and as a result there will be information that it possesses from time to time that it will not disclose to A&P. In particular, it will not disclose to A&P any Non-public Information in its possession if the source of the information is under a duty of confidentiality regarding that information or if a duty has otherwise been imposed upon McBee Strategic to keep such information confidential. In addition, McBee Strategic will not disclose to A&P any Non-public Information in its possession if, in McBee Strategic's judgment, disclosing that information would or could result in a violation of applicable securities laws.

5. **TERM.** This Agreement shall remain in place from May 23, 2016 until May 22, 2017 or until terminated by either A&P or McBee Strategic as provided for in this Agreement. This Agreement shall be renewable upon written consent of both A&P and McBee Strategic.
6. **TERMINATION.** Either A&P or McBee Strategic may terminate this Agreement at any time and without any breach upon thirty (30) days' prior written notice.
7. **NON-SOLICITATION OF PERSONNEL.** During the Term and for one (1) year following the Term, A&P shall not, directly or indirectly, (a) employ, or assist any other individual or entity in employing, any McBee Strategic Personnel, or (b) induce or solicit for employment or engagement, or assist any other individual or entity in inducing or soliciting for employment, any McBee Strategic Personnel. For the purposes of this Agreement, the term "*McBee Strategic Personnel*" refers to any individual who, in each case, is an employee or independent contractor of McBee Strategic at any time during the Term or at any time during the twelve (12) month period following the Term.
8. **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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, A&P and McBee Strategic have caused this Independent Contractor Services Agreement to be executed by their duly authorized representatives as of the date first set forth above.

AMSTERDAM & PARTNERS LLP:

By: 

Name: Andrew J. Durkovic
Title: Partner
Address: The Homer Building
601 13th Street, NW
Eleventh Floor South
Washington, DC 20005

MCBEE STRATEGIC CONSULTING, LLC:

By: 

Name: Jessica Rihani
Title: Chief Operating Officer
Address: 455 Massachusetts Avenue, NW
12th Floor
Washington, DC 20001

SCHEDULE A
to
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

by and between

AMSTERDAM & PARTNERS LLP

and

MCBEE STRATEGIC CONSULTING, LLC

All capitalized terms used herein shall be deemed to have the meanings set forth in the Independent Contractor Services Agreement by and between Amsterdam & Partners LLP and McBee Strategic Consulting, LLC, dated as of May 23, 2016. Pursuant to the Agreement, McBee Strategic shall perform the following services for A&P:

- Strategic public relations services on behalf of A&P's client, the Republic of Turkey.