

Privacy Act Statement. 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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, Criminal 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.

Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.

1. Name of Registrant <b>The Fratelli Group</b>		2. Registration No. <b>5867</b>
3. Name of Foreign Principal <b>Government of Colombia</b>	4. Principal address of foreign principal <b>Presidencia de la República de Colombia Carrera 8a No. 7-26 Bogotá, D.C. Colombia</b>	

5. Indicate whether your foreign principal is one of the following:

- Foreign government
- 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. **Embassy of Colombia, 2118 Leroy Place, NW  
Washington, DC 20008**
- b) Name and title of official with whom registrant deals. **Ambassador Carolina Barco**

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

- a) Principal address. **N/A**
- b) Name and title of official with whom registrant deals. **N/A**
- c) Principal aim **N/A**

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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

N/A

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

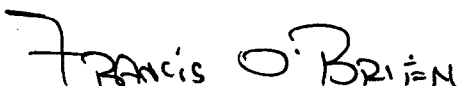
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes  No

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

N/A

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.

N/A

Date of Exhibit A	Name and Title	Signature
06/02/2008	Francis O'Brien, Principal	

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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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, Criminal 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 <b>The Fratelli Group</b>	2. Registration No. <b>5867</b>
3. Name of Foreign Principal <b>Government of Colombia</b>	

Check Appropriate Boxes

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.

\* At present, the formal written contract is in draft form and has not yet been executed. A translated copy of the draft agreement is included.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

**The Fratelli Group will provide public relations services to the Government of Colombia in connection with the U.S-Colombia Trade Promotion Agreement and related interests of the Government of Colombia. These services include conducting outreach to the media on a targeted and as-needed basis and/or preparing communications with representatives of the U.S. government and U.S. Congress. The services will also include meetings with the foreign principal and its consultants from time to time.**

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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.


**The Fratelli Group will engage in the following activities on behalf of the Government of Colombia:**

- **Contact members of the media**
- **Coordinate interviews with members of the media**
- **Write and/or disseminate press releases**
- **Write and/or disseminate fact sheets**
- **Prepare and/or present favorable materials to policymakers and other targeted audiences**
- **Write and attempt to place op-eds**
- **Communicate with editorial boards and columnists**
- **Contact potential third-party spokespersons and opinion leaders**
- **Monitor news of interest to the foreign principal**
- **Provide advice and counsel on media strategy**
- **Consult on paid media**
- **Coordinate communications strategy with the U.S. business 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 registrant's activities on behalf of the foreign principal will focus on media coverage relating to the U.S.-Colombia Trade Promotion Agreement. These activities may include communications with representatives of various media on behalf of the Government of Colombia relating to legislation and congressional actions, and actions by the Executive Branch and U.S. Government agencies that may affect or relate to the interests of the foreign principal and/or the bilateral U.S.-Colombia/Colombia-U.S. relationship.**

Date of Exhibit B 6/02/2008	Name and Title Francis O'Brien, Principal	Signature 
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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 interests, policies, or relations of a government of a foreign country or a foreign political party.

**SERVICES RENDERING CONTRACT NO. 120.08 ENTERED INTO BY AND BETWEEN THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC AND THE FRATELLI GROUP INC.**

The undersigned on one side **LILIAN DEL PILAR VÉLEZ PINZÓN** duly identified with Citizenship Card No. 51,580,474 issued in Bogotá, D.C., acting herein in the capacity as Deputy Manager, pursuant to Decree No. 4973 dated December 27, 2007 and in accordance with the faculties conferred by means of Resolution No. 317 dated February 21, 2008, does hereby act in the name and stead of the **ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC**, hereinafter referred to as "**THE ENTITY**" and **FRANCIS O'BRIEN**, duly authorized, does hereby act on behalf of **THE FRATELLI GROUP INC.**, a company duly organized and existing under the laws of the District of Columbia in the United States of America in accordance with the certification issued by Mr. William I. Ables, Jr. in his capacity as Superintendent of Corporations (Department of Consumer and Regulatory Affairs) of the District of Columbia which is an integral part to this Contract, as for purposes of this document shall be hereinafter referred to as "**THE CONTRACTOR**" we have agreed to sign a Services Rendering Contract contained in the following clauses prior to the following considerations: 1) That the Entity requires to hire the services to develop and support the execution of a public relations and communications strategy pursued by the National Government in the United States of America; 2) That by means of Official Letter E.1009 dated May 2, 2008, duly subscribed by the Colombia's Ambassador to Washington D.C., requested the signing of a contract with the company **THE FRATELLI GROUP INC.**; 3) That this contract is hereby subscribed in accordance with the provisions set forth in the Law 80 of 1993, Law 1150 of 2007, their Regulations and specially those provisions contained in Article 81 of the Decree 066 dated January 16, 2008. Due to the above: **CLAUSE FIRST – PURPOSE: THE CONTRACTOR** binds itself to render **THE ENTITY**, on its own account, with full technical and administrative autonomy, the services to develop and support the execution of a public relations and communications strategy pursued by the National Government in the

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United States of America. **CLAUSE SECOND – VALUE AND METHOD OF PAYMENT:** The value of this contract is the sum of Two Hundred Twenty Five Thousand Dollars of the United States of America (US\$225,000.00) which shall be paid in nine (9) installments each one for the amount of Twenty Five Thousand Dollars of the United States of America (US\$25,000.00), upon compliance of the following requirements: a) Approval on behalf of **THE ENTITY** of the sole Guarantee stated in Clause Seventh herein; b) Presentation on behalf of the Contractor of the consignment receipt due to payment of publication fees of this Contract in the Sole Daily Newspaper of Public Contracting; c) Payment of a stamps tax as per the Law; d) Presentation of the certification issued by the supervisor stating that **THE CONTRACTOR** is fully complying with the purpose of this contract. **CLAUSE THIRD – BUDGET AVAILABILITY:** The execution of foreseen payments is subject to the PAC of **THE ENTITY** and to the allowances which are ordered for said purpose charged to the availability certificate No. 500 dated May 8, 2008 issued by the Consultant to the Administrative and Financial Area – Budget of the Administrative Department of the Presidency of the Republic. **CLAUSE FOURTH – DURATION:** The execution term of this contract shall be of nine (9) months starting as of the date on which compliance to the execution requirement set forth herein is hereby fulfilled. **CLAUSE FIFTH – CONTRACTOR’S OBLIGATIONS: THE CONTRACTOR** binds itself to carry out the following specific activities for the rendering of service: 1) **A. MONITORING:** To collect and analyze all news regarding Colombia in the United States of America in order to understand the notion held in regard to the country and to determine several actions: sending of information, visits, letters, calls. **B. RELATIONSHIPS WITH THE MEDIA:** To keep and strengthen communication levels with the media aimed to ensure their support once the Free Trade Treaty is put to the vote. To organize a series of visits paid by officers of the Colombian Government or the Colombian-American Community to the most important media. To make a series of press conferences in

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Washington D.C. with the Ambassador and other members of the Colombian government, local and national journalists. To support the edition (writing, structure of columns, correction) and publication of editorial columns on the part of well-known columnists and analysts, both in Washington and nationwide, regarding the Free Trade Treaty and the success achieved by Colombia. To issue special articles on positive topics on audiovisuals and printed media in the United States both local and nationwide. **C. RELATIONSHIP WITH THE BUSINESS COMMUNITY:** To support the work strategy with the business community both in Washington and abroad in order to coordinate the efforts being developed from several scenarios in matters regarding promotion, public relations and communications and to integrate them in such a manner as to reach the same purpose: final approval of the Free Trade Treaty. **D. RELATIONSHIP WITH THE COLOMBIAN COMMUNITY:** With respect to the strategy of the Colombian Embassy with the Colombian Community, to support the rapprochement with the Colombian – American community aimed to coordinate letters to the editor, editorial articles, and communications to members of the Congress and attendance to meetings that communities hold with its congressmen. To design several manners of making an impressive, creative and novel presentation of positive existing information produced during the last months and new one (letters, editorials, columns of opinion, videos). To favor the consolidation of a Web page as a promotional tool of the embassy by updating it with several materials such as: an interactive map of Colombia showing the economic sectors and key information per sectors. An interactive map regarding the editorial coverage showing the positive coverage about Colombia, supplemented with headlines and special references (videos with interviews with Colombians and Colombian-Americans referring to Colombia's positive aspects and any other material to be deemed necessary). Preparation of profiles about Colombia to develop a weekly series of e-mails on HTML, making emphasis on information and key data related to big-medium-small sized economic sectors and how said

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sectors have an influence on the creation of new jobs in the United States. To support the strategy of distribution of the whole information (both the one produced by the embassy and the one produced in the country and by third parties, being them governments, media, think tanks or businessmen, among others) to be spread among several defined audiences (Congress, media, allies, NGO, think tanks). To design an agenda of media to favor coverage. To make the necessary follow up on events. To give logistics support. 2) To provide for all the necessary matters as to make the purpose of this contract be totally fulfilled pursuant to the proposal made by **THE CONTRACTOR** dated April 25, 2008, which is an integral part to this contract. 3) Presentation of a monthly report which shall have the approval of the supervisor of the contract. 4) To keep professional confidence regarding information being provided onto it for the execution of this contract. 5) Not to agree to petitions or threats of those acting outside the law with the purpose of obliging it to make or omit any act or fact, by informing immediately **THE ENTITY** and the rest of the corresponding authorities, at the time said petitions or threats arise. 6) To fulfill the rest of the obligations it is in charge of which are derived from the nature of this contract and from the legal requests. 7) To pay taxes, rates and withholdings that may arise within the terms of the Colombian tax law. 8) To fulfill the rest of the obligations it is in charge of which are derived from the nature of this contract and those other ones that the officer appointed by **THE ENTITY** to exert the control of the execution of this contract may determine to comply with the purpose of the contract. **CLAUSE SIXTH – OBLIGATIONS OF THE ENTITY:** It binds itself to: 1) Pay **THE CONTRACTOR** the remuneration agreed in the form herein established. 2) Execute the obligations arisen from the nature of this contract. 3) Provide **THE CONTRACTOR** with the necessary information to comply with the purpose of this contract. **SEVENTH CLAUSE – GUARANTEE:** To guarantee the perfect and timely fulfillment of the obligations stipulated herein, the payment of fines, penalties and other sanctions that, as the case may



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be, may be imposed, **THE CONTRACTOR** shall have a sole guarantee consisting of a policy issued by an insurance company legally authorized to provide services in Colombia in favor of **THE NATION AND/OR THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC** (NIT. 899999083-0). Said guarantee is aimed to protect: **A) COMPLIANCE:** To guarantee the compliance of the obligations contracted the protection amount of which shall be the equivalent to twenty percent (20%) of the total value of this contract and with a duration equal to the term of this contract and four (4) additional months, counted as from the date of issuance of the guarantee. **B) QUALITY OF SERVICE:** In order to guarantee the quality of service for the equivalent of twenty percent (20%) of the total value of the contract and with a duration equal to the term of same and four (4) additional months, counted as of the date of issuance of the guarantee. **THE CONTRACTOR** shall deliver the respective guarantee to the Administrative and Financial Area – Contracts of **THE ENTITY**, within eight (8) working days following the subscription of this contract. **CLAUSE EIGHTH: CONTROL OF THE EXECUTION:** The Colombia's Ambassador to the Government of the United States of America or the person acting as such shall be in charge of the coordination, supervision and vigilance of this contract. **CLAUSE NINTH – FINES:** In case of default or partial noncompliance of the obligations herein acquired by **THE CONTRACTOR**, **THE ENTITY** shall charge daily and consecutive fines equivalent to one per thousand of the total value of this contract, per each working day of delay or non-compliance, if at the discretion of **THE ENTITY**, damages for the administration are derived thereof without the total amount of the fine exceeding ten percent (10%) of the total value of this contract, amount such that shall be attributed to the amount regarding damages suffered by **THE ENTITY** due to non-compliance. **PARAGRAPH: PROCEDURE FOR IMPOSITION OF FINES:** The following shall be the procedure for the imposition of fines set forth in the clause above: 1) The officer in charge of making the control of the execution of the contract shall send to the

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Administrative and Financial Area – Contracts of **THE ENTITY**, a written report regarding facts that may be considered as grounds for the imposition of fines, along with his opinion in this respect. 2) Once the documents have been received, a study of the facts shall be conducted to determine if said facts constitute noncompliance of obligations of **THE CONTRACTOR** that deserve the imposition of fines herein agreed. For said purpose, the abovementioned officer shall cite **THE CONTRACTOR** in order to request it any explanation regarding the case and to study the degree of responsibility it may have; 3) If **THE ENTITY** considers that the non-compliance deserves a fine, it shall determine the amount of same and shall deduct it from the balances in favor of **THE CONTRACTOR**, once the administrative act issues a final decision declaring the non-compliance and imposes the fine. **TENTH CLAUSE – MONETARY PENALTY:** In case of non compliance of the obligations acquired, **THE CONTRACTOR** shall pay **THE ENTITY**, as a penalty, an amount equivalent to ten percent (10%) of the total value of this contract, amount such that shall be considered as advance and partial payment regarding damages that may affect **THE ENTITY** due to non-compliance. **CLAUSE ELEVENTH – FINES AND PENALTY:** The value of the fines and penalty shall be deducted from the balance in favor of **THE CONTRACTOR**, if any, or from the guarantee furnished, and if the latter would not be possible, it shall be charged by means of the Contentious-Administrative jurisdiction. **CLAUSE TWELFTH – EXCLUSION OF THE LABOR RELATIONSHIP AND JOINT AND SEVERAL LIABILITY:** **THE ENTITY** does not concur in joint and several liability with **THE CONTRACTOR**, therefore, the personnel it requires for the execution of this contract shall be considered employees of **THE CONTRACTOR** exclusively and they shall not have any labor relationship with **THE ENTITY**. **THE CONTRACTOR** is the sole liable for severance payments, salaries and other benefits required by law such as social security and pension resulting from the labor relationship of the aforesaid employees of **THE CONTRACTOR**. Likewise, **THE**

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**CONTRACTOR** shall execute the purpose of the contract with full technical and administrative autonomy. **CLAUSE THIRTEENTH – SPECIAL REGULATIONS:** Pursuant to the provisions set forth in Article 13 of the Law 80 of 1993, this contract is hereby governed by the legal provisions stated by the District of Columbia, in the United States of America. **CLAUSE FOURTEENTH – CONFLICTS OR INCOMPETENCE:** The legal representative hereby declares under oath that he is not liable for any ground for conflict or legal incompetence to subscribe this contract. **PARAGRAPH: THE CONTRACTOR** hereby declares under oath that he is not listed in the Bulletin of liable processes issued by the General Comptroller's Office of the Republic pursuant to the provisions stated in Law 610 of 2000. **CLAUSE FIFTEENTH – ASSIGNMENT OF CONTRACT: THE CONTRACTOR** shall not assign totally or partially this contract without the prior express and written authorization of **THE ENTITY**. **CLAUSE SIXTEENTH – AMENDMENTS AND EXTENSIONS:** Any amendment or extension to this contract shall be made in writing. **CLAUSE SEVENTEENTH – DOMICILE AND PLACE OF EXECUTION:** As for legal purposes, the contractual address shall be the city of Washington (District of Columbia), the United States of America and its execution shall be totally carried out within the territory of the United States of America. **CLAUSE EIGHTEENTH – TERMINATION:** This contract shall be deemed terminated at any time due to the express will of both parties or due to unilateral will of **THE ENTITY** or **THE CONTRACTOR**, by giving notice in writing to the other party within no less than thirty (30) calendar days in advance. **CLAUSE NINETEENTH – PERFECTION OF THE CONTRACT:** This contract is hereby perfected with the signature of the parties thereof and the budgetary registration on the part of **THE ENTITY**. **CLAUSE TWENTIETH – EXECUTION: THE CONTRACTOR** shall solely initiate the execution of this contract when the guarantee referred to in Clause Seventh hereof is approved by **THE ENTITY**. **CLAUSE TWENTY FIRST – PUBLICATION: THE**

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**CONTRACTOR** shall cause to be published this contract at its expense in the Sole Daily Newspaper of Public Contracting. This requirement shall be fulfilled with the payment of the corresponding fees, that is to say the amount of ONE MILLION SEVEN HUNDRED AND EIGHTY FOUR THOUSAND FIVE HUNDRED COLOMBIAN PESOS (\$1,784,500.00). Reimbursements on behalf of **THE ENTITY** shall not be admitted while this obligation is not fulfilled. **CLAUSE TWENTY SECOND – LIQUIDATION:** Once the execution of this contract has terminated, the contracting parties shall make the liquidation pursuant to the provisions set forth in article 11 of the Law 1150 of 2007. As for the records, this contract is hereby signed this 15<sup>th</sup> day of the month of May 2008.

**BY THE ENTITY,**  
**LILIAN DEL PILAR VELEZ PINZON**  
Deputy Director  
(Sgd.) (Illegible)

**BY THE CONTRACTOR,**  
**FRANCIS O'BRIEN**  
The Fratelli Group Inc.  
(there is no signature)

Approval LEONOR BARRETO DIAZ  
Consultant to the Administrative and Financial Area – Contracts  
(Sgd.) (Illegible)

Project: César Augusto García Vargas