

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 Fratelli Group	2. Registration No.  5867
3. Name of Foreign Principal  Government of Colombia	

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 Fratelli Group will provide public relations services to the Government of Colombia in connection with the U.S.-Colombia Trade Promotion Agreement and other 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.

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 in connection with the U.S.-Colombia Trade Promotion Agreement and other interests of the Government of Colombia
- Write and/or disseminate informational materials
- Provide advice and counsel on media strategy, including monitoring news and coordinating communications strategy with 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 relations. 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.

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
May 31, 2013	Francis O'Brien, Principal	/s/ Francis O'Brien
		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.



**MODIFICATORIO No. 1 AL CONTRATO DE PRESTACIÓN DE SERVICIOS 098-13 CELEBRADO ENTRE EL DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPUBLICA Y THE FRATELLI GROUP INC ✓**

Los suscritos a saber, por una parte, **CLAUDIA YOLIMA JIMÉNEZ RIVERA**, identificada con la cédula de ciudadanía No. [REDACTED] expedida en Bogotá, quien en su calidad de Jefe del Área Administrativa, de conformidad con la Resolución número 2140 del 21 de Septiembre de 2010 y el Acta de Posesión número 075 del 27 de Septiembre de 2010, y según las facultades conferidas mediante la Resolución número 3016 del 31 de diciembre de 2010, modificada por la Resolución 2286 del 28 de septiembre de 2011, actúa en nombre y representación del DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPÚBLICA, quien en adelante se denominara LA ENTIDAD, y por la otra parte, **FRANCIS O'BRIEN**, quien en su calidad de Director y estando debidamente autorizado actúa en nombre de THE FRATELLI GROUP INC., compañía constituida bajo las leyes del Distrito de Columbia en los Estados Unidos de América, de acuerdo con la Certificación de Incorporación expedida por el "Superintendent of Corporations (Department of Consumer and Regulatory Affairs)" del Distrito de Columbia y los artículos de incorporación, que hacen parte integrante del presente contrato, quien para los efectos de este documento se llamará EL CONTRATISTA, hemos acordado celebrar la presente modificación No. 1 al contrato de prestación de servicios 098-13, contenida en las cláusulas que se expresan a continuación, previas las siguientes consideraciones: 1) Que el 20 de febrero de 2013 se suscribió entre las partes el contrato de prestación de servicios No. 098-13, cuyo objeto, según la cláusula primera del mismo consiste en que: "En virtud del presente contrato EL CONTRATISTA se obliga a prestar a LA ENTIDAD, por sus propios medios con plena autonomía técnica y administrativa, los servicios dirigidos a desarrollar y apoyar la ejecución de la estrategia de comunicaciones adelantada por el Gobierno Nacional en los Estados Unidos de América"; 2) Que de acuerdo a la cláusula segunda del mismo, el valor y forma de pago del citado contrato es hasta la suma de DOSCIENTOS SIETE MIL TRESCIENTOS TREINTA Y CUATRO DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA (US\$207.334,00), que LA ENTIDAD cancelará al CONTRATISTA, mes vencido o proporcional por fracción, en cuotas iguales, cada una de VEINTE MIL DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA (US\$20.000,00); 3) Que de acuerdo a la cláusula cuarta del contrato principal, el plazo de ejecución del mismo se pactó hasta el 31 de diciembre 2013, contado a partir de la fecha de aprobación de la garantía bancaria que se obliga a constituir el contratista, previo registro presupuestal por parte de la Entidad; hecho acontecido el día 1 de abril de 2013; 4) Que de conformidad con lo informado por el Coordinador del Grupo de Pagaduría de la Entidad "(...)teniendo en cuenta el artículo 408 del Estatuto Tributario, Los pagos o abonos en cuenta por concepto de consultorías, servicios técnicos y de asistencia técnica, prestados por personas no residentes o no domiciliadas en Colombia, están sujetos a retención en la fuente a la tarifa única del 10% a título de impuestos de renta", le informo que se practicará una retención en la fuente del 10% a los pagos que se realicen a los proveedores THE FRATELLI GROUP (...). 5) Que mediante memorando MEM13-00006394 y JMSC.31070 del 30 de abril de 2013, el Asesor de la Alta Consejería para las Comunicaciones, Luis Gilberto Sarmiento Manilla; en su calidad de supervisor del presente contrato, manifiesta que: "Con el fin de no afectar la actividades que desarrolla la Alta Consejería para las Comunicaciones en cumplimiento de las funciones asignadas con el Decreto 3443 de septiembre de 2010, comedidamente solicito modificar el plazo y el valor del contrato en referencia, "The Fratelli Group Inc", teniendo en cuenta que se requiere continuar con la prestación del servicio a partir de la vigencia 2014 (enero) y garantizar el apalancamiento de las vigencias futuras, quedando así: **CLÁUSULA SEGUNDA. VALOR Y FORMA DE PAGO.** El valor del presente contrato es hasta la suma de CIENTO OCHENTA MIL CUATROCIENTOS CUARENTA Y CUATRO CON SESENTA CENTAVOS DE DOLARES DE LOS ESTADOS UNIDOS DE AMÉRICA (US\$180.444,60), que LA ENTIDAD cancelará al CONTRATISTA, mes vencido o proporcional por fracción; en cuotas iguales, cada una de VEINTE Y CINCO MIL SETECIENTOS SETENTA Y SIETE CON OCHENTA CENTAVOS DE DÓLARES DE LOS ESTADOS UNIDOS DE AMERICA (US\$25.777,80). **CLÁUSULA CUARTA. PLAZO DE EJECUCION.** El plazo de ejecución del presente contrato será hasta el 31 de OCTUBRE de 2013, contado a partir de la fecha de aprobación de la garantía bancaria que se obliga a constituir el contratista, previo registro presupuestal por parte de la Entidad". 6) Que la cláusula décima séptima del contrato principal establece: "MODIFICACIONES, ADICIONES Y PRÓRROGAS: Las partes convienen que cualquier modificación, adición y/o prórroga a lo pactado en el presente contrato y/o a cualquier documento que haga parte integral del mismo, sólo podrán realizarse mediante acuerdo escrito por las partes". Por lo anterior, las partes acuerdan suscribir la presente modificación, la cual se rige por las siguientes cláusulas: **CLÁUSULA PRIMERA.** Modificar la CLÁUSULA SEGUNDA del contrato principal, la cual quedará así: **CLÁUSULA SEGUNDA. VALOR Y FORMA DE PAGO:** El valor total del presente contrato es hasta la suma

Presidencia de la República de Colombia



Proceso de adquisición de Bienes y Servicios

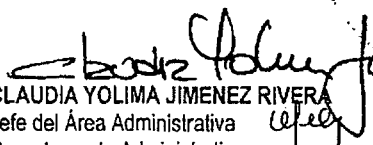
**MODIFICATORIO No. 1 AL CONTRATO DE PRESTACIÓN DE SERVICIOS 098-13 CELEBRADO ENTRE EL DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPUBLICA Y THE FRATELLI GROUP INC**

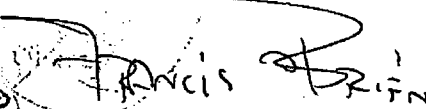
de CIENTO OCHENTA MIL CUATROCIENTOS CUARENTA Y CUATRO DÓLARES DE LOS ESTADOS UNIDOS DE AMERICA CON SESENTA CENTAVOS (US\$180.444,60), que LA ENTIDAD cancelará al CONTRATISTA, mes vencido o proporcional por fracción; en cuotas iguales, cada una por valor de VEINTICINCO MIL SETECIENTOS SETENTA Y SIETE DÓLARES DE LOS ESTADOS UNIDOS DE AMERICA CON OCHENTA CENTAVOS (US\$25.777,80) con base en los servicios efectivamente prestados, previo cumplimiento de los siguientes requisitos: a) Aprobación por parte de la Entidad de la garantía bancaria a primer requerimiento que se obliga a otorgar el Contratista; b) Presentación por parte del CONTRATISTA de un informe de gestión y actividades desarrolladas en virtud del presente contrato; c) Presentación de Certificación emitida por el supervisor del contrato respecto de la efectiva prestación del servicio; d) Presentación por parte del contratista de la factura o cuenta de cobro respectiva y e) Trámite de la cuenta respectiva. La Entidad pagará al CONTRATISTA, dentro de los diez (10) días hábiles siguientes a la radicación de los documentos por parte del Supervisor del contrato en el Área Financiera de la Entidad. **PARAGRAFO PRIMERO:** No obstante la forma de pago prevista, ésta queda sujeta a la situación de los recursos, por parte del Ministerio de Hacienda y Crédito Público, una vez se encuentre aprobado el PAC (Programa Anual Mensualizado de Caja). **CLÁUSULA SEGUNDA.-** Modificar la CLÁUSULA CUARTA del contrato principal, la cual quedará así: **CLÁUSULA CUARTA. PLAZO:** El plazo de ejecución del presente contrato será hasta el 31 de octubre de 2013. **CLÁUSULA TERCERA. COMUNICACIÓN AL BANCO.** EL CONTRATISTA se compromete a comunicar la presente modificación al Banco que expidió la Garantía Bancaria que ampara el contrato. **CLÁUSULA CUARTA. VIGENCIA DE LAS ESTIPULACIONES:** Todas las demás estipulaciones del contrato principal continúan vigentes siempre y cuando no se opongan a lo estipulado en el presente modificatorio No. 1. **CLÁUSULA QUINTA.- PERFECCIONAMIENTO:** El presente documento se entiende perfeccionado con la firma de las partes contratantes. Para constancia se firma en la ciudad de Bogotá D.C., a los

09 MAYO 2013

POR LA ENTIDAD,

POR EL CONTRATISTA,

  
CLAUDIA YOLIMA JIMENEZ RIVERA  
Jefe del Área Administrativa  
Departamento Administrativo  
Presidencia de la República.

  
FRANCIS O'BRIEN  
Director  
The Fratelli Group Inc.

Vo. Bo.

  
ADRIANA MARTINEZ SANCHEZ  
Jefe Área de Contratos

Proyecto: managomez

**AMENDMENT No. 1 TO THE SERVICES SUPPLY CONTRACT 098-13 ENTERED  
BETWEEN THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE  
REPUBLIC AND THE FRATELLI GROUP INC**

The undersigned, **CLAUDIA YOLIMA JIMENEZ RIVERA**, id identified with the Citizenship Card No. [REDACTED] issued in Bogotá, acting in her capacity of Interim Chief of the Administrative Area, pursuant to Resolution N° 2140 of September 21, 2010 and the Deed of Appointment N° 075 dated September 27, 2010, and in accordance with the powers granted by the Resolution N° 3016 of December 31, 2010, as modified by Resolution N° 2286 of September 28, 2011, does hereby acting in the name and representation of the **ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC**, who, hereinafter shall be referred to as **THE ENTITY**; and on the other side **FRANCIS O'BRIEN**, who acting as Director of and 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 of Incorporation issued by the Superintendent of Corporations (Department of Consumer and Regulatory Affairs) of the District of Columbia and the articles of incorporation that are an integral part to this agreement, who, for purposes of this document shall be hereinafter referred to as **THE CONTRACTOR** have agreed to enter into this amendment No. 1 to the supply services contract 098-13, contained in the following clauses, and subject to the following considerations: **1)** That on February 20, 2013 the parties executed the services supply contract No 098-13, which purposes, as per the first clause thereof is the following: "*Pursuant to this contract, **THE CONTRACTOR** binds itself to provide to **THE ENTITY**, by its own means with full technical and administrative autonomy the services leaded to develop and support the execution of the communication strategy undertaken by the National Government in the United States of America.*", **2)** That in accordance with the second clause thereof, the value and method of payment of the contract is up to the amount of **TWO HUNDRED SEVEN THOUSAND THREE HUNDRED THIRTY FOUR DOLLARS OF THE UNITED STATES OF AMERICA (US\$207,334.00)**, which is to be paid by **THE ENTITY** to **THE CONTRACTOR**, by

expired month or proportional by fraction in equal installments, each one for the amount of **TWENTY THOUSAND DOLLARS OF THE UNITED STATES OF AMERICA (US\$20,000.00)**, 3) That in accordance with the fourth clause thereof, the period of performance thereto shall be until December 31, 2013, as from the date of approval of the banking guarantee the contractor is required to grant, prior budget registration by The Entity; which took place in April 1, 2013, 4) That pursuant to information provided by the Coordinator of the Payment Group of the Entity "(...)"( ... ) *taking into account article 408 of the Statute Tax payments or credits in account for consultants, technical services and technical assistance provided by non-residents or not domiciled in Colombia, are subject to withholding tax to the single rate of "( ... ) taking into account article 408 of the Tax Statute "Payments or down payments made by reason of consulting services, technical services and technical assistance provided by non-residents or non-domiciled in Colombia shall be subject to a withholding tax to the single rate of 10 %, by income tax," I hereby inform you that a 10% withholding at source shall be made to payments effected to THE FRATELLI GROUP ( ... )*". 5) That by means of memorandum MEM:13-00006394/JMSC 31070 dated April 30, 2013, the Advisor of the High Vice-department for Communications, Luis Gilberto Sarmiento Mantilla, in his capacity as supervisor of this contract, states that: *"In order not to affect the activities developed by the High Vice-Department for Communications in execution of the functions granted by means of Decree 3343 of September 2010, dutifully call for a modification in the term and the value of the contract in reference, "The Fratelli Group Inc", taking into account that it is necessary to continue with the provision of the service as of the term 2014 (January) and ensure the leverage of the future lifetimes, being drafted as follows:*

**SECOND – VALUE AND METHOD OF PAYMENT:** The value of this agreement is up to the amount **ONE HUNDRED AND EIGHT THOUSAND FOUR-HUNDRED AND FORTY-FOUR UNITED STATED DOLLARS WITH SIXTY CENTS (US\$180.444,60)**; which is to be paid by **THE ENTITY** to **THE CONTRACTOR** by expired month or proportional by fraction in equal installments, each one for the amount of **TWENTY-FIVE THOUSAND SEVEN HUNDRED AND SEVENTY-SEVEN DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHT CENTS (US\$25,777.80)**. **FOURTH – PERIOD OF PERFORMANCE:** The Period of performance of this contract shall be until October 31,

2013, as from the date of approval of the banking guarantee the contractor is obliged to grant, prior budget registration by The Entity. 6) That the seventeenth clause of the contract provides that: **"AMENDMENTS, ADDITIONS AND EXTENSIONS:** the parties agree that any amendment, inclusion or extension to the provisions of this contract and/or any document that is part thereto, shall only be made by written agreement between the parties" For the above reasons, the Parties agree to execute this amendment, which shall be governed by the following clauses: **FIRST CLAUSE.-** To amend the SECOND CLAUSE of the main contract, which shall read as follows: **SECOND – VALUE AND METHOD OF PAYMENT:** The value of this agreement is up to the amount **ONE HUNDRED AND EIGHT THOUSAND FOUR-HUNDRED AND FORTY-FOUR UNITED STATES DOLLARS WITH SIXTY CENTS (US\$180.444,60)**; which is to be paid by **THE ENTITY** to **THE CONTRACTOR** by expired month or proportional by fraction in equal installments, each one for the amount of **TWENTY-FIVE THOUSAND SEVEN HUNDRED AND SEVENTY-SEVEN DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHT CENTS (US\$25,777.80)**, based on the services actually rendered, and upon compliance of the following requirements: a) Approval by the Entity of the first demand bank guarantee that the Contractor is obliged to provide; b) Presentation by **CONTRACTOR** of a management report of the activities developed under this contract; c) Presentation of the Certification issued by the contractor supervisor in regard to the actual provision of services; d) Presentation by contractor of the relevant invoice or account receivable and e) arrangement of the relevant account. The Entity will pay to the **CONTRACTOR** within the ten (10) working days following to the filing of the documents by the Supervisor of the contract in the Finance Area of the Entity. **FIRST PARAGRAPH:** Notwithstanding the method of payment herein provided, it shall be subject to the situation of the resources by the Ministry of Finance and Public Credit, once the PAC (Annual Program of Monthly Payments) is approved. **SECOND CLAUSE.** To modify the **FOURTH CLAUSE** of the main contract, which shall read as follows: **FOURTH CLAUSE – TERM:** The period of performance of this contract shall be until October 31, 2013, **THIRD CLAUSE.- BANK COMMUNICATION.** **THE CONTRACTOR** agrees to notify this amendment to the Bank that issued the Banking Guarantee under the contract. **FOURTH CLAUSE. VALIDITY OF THE PROVISIONS:**

All the remaining provisions of the main contract shall continue in full force and effect provided that they are not contrary to the provisions herein. **FIFTH CLAUSE.- EXECUTION:** This document shall be considered as completed with the signature of both contracting parties. In witness whereof, it is signed in the city of Bogotá D.C., on May 9, 2013.

**BY THE ENTITY,**

**BY THE CONTRACTOR,**

**CLAUDIA YOLIMA JIMENEZ RIVERA**

Interim Chief of the Administrative Area  
Administrative Department of the  
Presidency of the Republic

**FRANCIS O'BRIEN**

Director  
The Fratelli Group Inc.

Approval

**ADRIANA MARTINEZ SANCHEZ**

Chief of the Area of Contracts