

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 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
- Prepare informational materials
- Provide advice and counsel on media strategy, including monitoring news

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
August 01, 2014	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.

1300 Connecticut Ave., NW
Suite 950
Washington, DC 20036

202.822.9491
www.fratelli.com



THE FRATELLI GROUP

July 18, 2014

Mr./Mrs.
Administrative Department
Presidency of the Republic of Colombia
Bogotá, D.C.

Ref: Extension of contract No. 354-13 signed on November 7, 2013

Dear All:

I would like to certify that the firm "The Fratelli Group" agrees to continue providing services included in contract No. 354-13 signed on November 7, 2013 with the Administrative Department of Presidency of the Republic of Colombia which expires on July 31, 2014. The contract is extended through November 30, 2014, in the amount of \$103,111.20, with monthly payments established in the aforementioned contract in the amount of \$25,777.40, which is subject to the Colombian tax - IVA.

Should you have any questions or concerns, please contact Jennifer Cummings at 202-822-9491 or [jcummings@fratelli.com](mailto:jcumings@fratelli.com).

Cordially,

Francis O'Brien
Principal
The Fratelli Group

SERVICES CONTRACT No.354-13 ENTERED INTO BY AND BETWEEN THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC AND THE FRATELLI GROUP INC.

The undersigned, MARIO MEJIA CARDONA, identified with the Citizenship Card No. [REDACTED] issued in Bogotá, acting in his capacity of Sub director of Operations, pursuant to Decree No. 3554 dated September 27, 2010 and the Possession Act No. 099 dated September 27, 2010 and according to the faculties granted through Resolutions 3016 dated December 31, 2010 and 2286 dated September 28, 2011 and 2638 dated August 24, 2012, does hereby act 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 a Services Contract, subject to the following considerations: 1) Whereas this contract is hereby executed in accordance with the provisions set forth in the General Contracting Statute of the Public Administration (Laws 80 of 1993 and 1150 of 2007), especially with what is set forth in Article 81 of the Decree 1510 of 2013 that establishes as a ground for direct contracting "*(...)The State Entities may contract under the modality of direct contracting, the provision of professional services and support to the management, with any individual or corporation with the capacity of executing the purpose of the contract; as long as the State Entity verifies the adequacy or required experience related to the relevant area. In this case, it is not necessary for the State Entity to previously obtain various offers, circumstance on which the entity ordering the expense shall reflect in record. The professional services as well as*

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the management support services are those of intellectual nature different to those of consulting that arise out the performance of the functions of the State Entity; as well as those related with operational, logistic or welfare activities (...)” 2) Whereas by means of MEM13-0001516 / JMSC 31070 dated November 6, 2013, the Director of the DAPRE, in charge of the functions of the Office of the Senior Advisor to the President for Communicational Affairs requested to contract the professional services of **FRATELLI GROUP INC**; 3) Whereas in compliance to the provisions of the Decree 2209 of 1995, the Sub director of Operations of the Administrative Department of the Presidency of the Republic certified the corresponding contracting based on the certification issued by the Chief of the Area of Human Talent of the DAPRE, related to the inexistence of sufficient personnel to execute the activities to be contracted; 4) That in accordance with what is established in article 20 of Decree 1510 of 2013, the previous studies that support this contracting were duly drafted and subscribed by the Director of the DAPRE, in charge of the functions of the Office of the Senior Advisor to the President for Communicational Affairs. In light of the aforementioned, the parties hereby agree upon the following clauses: **FIRST – PURPOSE: 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 public relations and communications strategy pursued by the National Government in the United States of America. **SECOND – VALUE AND METHOD OF PAYMENT:** The value of this agreement is up to the amount OF **TWO HUNDRED TWENTY SIX THOUSAND EIGHT HUNDRED FORTY FOUR DOLLARS OF THE UNITED STATES OF AMERICA WITH SIXTY FOUR CENTS (US\$226,844.64)**, 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 SEVENTY SEVEN DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY**

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CENTS (US\$25,777.80), based on the services effectively 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 and activities developed under this contract; c) Presentation of the Certification issued by the contractor supervisor in regard to the effective 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. **THIRD – BUDGET AVAILABILITY:** The payments are subject to the budget appropriations ordered with said purpose, so: a) **For the Fiscal Term 2013** with charge against the Certificate of Budget Availability No.37813 issued by the Coordinator of the Budget Group dated April 16, 2013 and added on November 7, 2013 by the Chief of the Financial Area, the amount of **FORTY SIX THOUSAND FOUR HUNDRED DOLLARS OF THE UNITED STATES OF AMERICA WITH FOUR CENTS (US\$46,400.04)**; b) **For the Fiscal Term 2014** with charge against the approval official communication of the budget substitution for valid ordinary future quotas Ref. 1-2013-025074 dated May 7, 2013 of the General Direction of the National Public Budget of the Ministry of Finance and Public Credit, the amount of **ONE HUNDRED EIGHTY THOUSAND FOUR HUNDRED FORTY FOUR DOLLARS OF THE UNITED STATES OF AMERICA WITH SIXTY CENTS (US\$180,444.60)**; **FOURTH – PERIOD OF PERFORMANCE:** The Period of performance of this contract shall be until July 31, 2014, as from the date of approval of the banking guarantee the contractor is obliged to grant, prior budget registration by **THE ENTITY**. **FIFTH – ASSIGNMENT OF THE**

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CONTRACT: THE CONTRACTOR cannot assign totally or partially this contract without the prior express and written authorization of **THE ENTITY**. **SIXTH - CONTRACTOR'S OBLIGATIONS: THE CONTRACTOR** binds itself to: 1) Provide all necessary means for the duly compliance of the purposes of the contract in accordance with the proposal submitted by the contractor, 2) Advise **THE ENTITY** in the management and implementation of a communications strategy and public relations based in the current political perspective 3) To develop the proposed strategy with the application of the following strategies: 3.1. Update the messages and key topics of conversation, 3.2. Update the information sheets to reflect the current information and statistics. 3.3. Elaborate the speeches and presentations. 3.4 Develop HTML campaigns sent by e-mail directed to key audiences. 3.5. Scope of the media. 3.6. Making roundtables with the media. 3.7. Approaching third validators, opinion leaders, think tanks, academia. 3.8. Support for special events. 4) The contractor shall submit a monthly report of the developed activities that shall have the approval of the supervisor of the contract. 5) To act with loyalty and good faith in the performance of this contract, avoiding delays and restrictions. 6) Not to consent to unlawful petitions or threats made with the purpose of forcing it to make or omit any act or fact, by informing immediately **THE ENTITY** and the any other corresponding authorities at the time said petitions or threats arise. 7) To fulfill the rest of its obligations arising out of the nature of the contract and those other obligations that the officer appointed by **THE ENTITY** to supervise the execution of the contract may determine in compliance with the contractual purposes. **SEVENTH - OBLIGATIONS OF THE ENTITY:** It binds itself to: 1) Pay **THE CONTRACTOR** the compensation agreed in the form herein established. 2) Provide **THE CONTRACTOR** with the necessary collaboration to comply with the purpose of this contract. 3) Execute the obligations arising out of the nature of this contract. **EIGHTH - CONFIDENTIALITY AND RESTRICTED USE OF THE INFORMATION:** a) **THE CONTRACTOR** will give to

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the information that it creates, elaborates, produces, requires, acquires, synthesizes, reproduces, etc., during and on the performance to this agreement, exclusively, the essential use to the proper execution of this agreement, being forbidden its exposure and publication, disclosure, transmission or reproduction to third parties without the previous written authorization of the entity, given its confidentiality. b) **THE CONTRACTOR** binds itself to ensure that its employees, contracts or agents that for any reason get involved or relate to each activity subject to this agreement, shall oblige themselves in solidarity and integrally to the protection here set, specially by imposing the restrictions oriented to: i) No disclosing the information of **DAPRE**, nor the places where it has access due to the execution of this agreement. ii) No allowing that third parties obtain information related to the preceding paragraph. iii) No working through third parties or suggesting that third parties do it on their behalf. iv) No publishing any information through electronic means or internal e-mail of its business group that allows third parties or non-authorized personnel to access the information. c) The breach to this obligation of confidentiality will give place to the early and unilateral termination of this agreement by the affected party, as well as to the legal actions and compensations for damages that may apply. d) Under the terms of this agreement, before **THE CONTRACTOR** publishes or discloses or makes publish or reveals any paper or article that incorporates or reveals any information derived directly or indirectly from the execution of this agreement or of any specific project, it will send a copy of such paper or article to the entity for their comments and the respective approval or denial. **PARAGRAPH:** All the information kept in the IT equipment (files and e-mails located in the centralized data servers and/or work stations) belongs to the Administrative Department of the Presidency of the Republic, and not of the users, thus, it cannot be eliminated in any case by the final users, and it can be monitored by the office authorized for such purpose, if it is required. **NINTH - BANKING GUARANTEE:** To guarantee the proper performance of the contract and the obligations derived thereto and of its

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liquidation, the payment of fines, penalties and other sanctions that might be imposed; **THE CONTRACTOR** shall grant a first demand bank guarantee by a national or foreign financial institution. In order for said guarantee to be accepted by **THE ENTITY**, **THE CONTRACTOR** shall prove the issuance of the guarantee by delivering the original private document containing said guarantee, duly signed by the legal representative of the financial or banking institution or its attorney-in-fact, and in said document it shall be stated: (i) the name of **DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPÚBLICA** (THE NATION AND/OR THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC) (NIT. 899999083-0) as public entity beneficiary of the guarantee. (ii) That said guarantee is aimed to cover the risks that may arise out of the breach of the obligations stipulated herein by **THE CONTRACTOR** for the seriousness of the offers and obligations arising out of this contract and of its liquidation, the payment of fines, penalties and other sanctions that, might be imposed; (iii) That it is issued for the same terms than the term of execution of the contract plus four (4) additional months; (iv) The clear, express and complete statement that the banking institution issuing the first demand bank guarantee acting in the name and on behalf of **THE CONTRACTOR**, binds itself in a final and irrevocable form, autonomously, independently and unconditionally with the **DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPÚBLICA** (THE NATION AND/OR THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC) (NIT. 899999083-0), as beneficiary, to pay on first demand, up to a maximum guaranteed amount equal to the forty percent (40%) of the total value of the contract, or the lower amount of money and equivalent to the value of the damages suffered by **THE ENTITY** as a consequence of the failure to comply with the obligations by **THE CONTRACTOR**, upon presentation of the final administrative act so deciding. The issuer banking entity shall be obliged to effect payment within the three (3) working days after the

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presentation of the final administrative act above-mentioned in which it is stated the failure to comply or breach of obligations of the contract by **THE CONTRACTOR** and it is ordered the execution of the guarantee. **FIRST PARAGRAPH: THE CONTRACTOR** shall deliver the banking guarantee to the Area of Contracts of **THE ENTITY**, within the ten (10) working days following the execution of this contract. **SECOND PARAGRAPH: THE CONTRACTOR** shall reinstate the value of the guarantee when it is reduced due to the claims placed by **THE ENTITY**. Likewise, at any time in which the value of the contract is increased or reduced or its term is extended, the contractor shall increase the value of the guarantee or extend its term, as applicable. **THIRD PARAGRAPH:** Once the execution of the contract commences, if **THE CONTRACTOR** fails to obtain the increase of the amount of the guarantee, or its renewal, or the obligation to reinstate the guarantee's value or of granting a new guarantee covering the fulfillment of the obligations arising from the execution, performance and termination of the contract, the entity may declare the expiration of the contract. **TENTH: SUPERVISION:** The coordination, supervision and control of the performance of this contract shall be exercised by Ana Maria Duran Otero, Advisor of the Press Secretariat of the Entity who shall take care of the interests of DAPRE and shall also have other powers that due to the nature and importance of the contract are proper of her position as well as those that are established in the Contracting Manual. **FIRST PARAGRAPH:** In the event that there is a change of Supervisor, the Agreement shall not be modified and the appointment will be executed by means of a written communication and a copy that must be sent to **THE CONTRACTOR** by the person authorizing expenditures. **ELEVENTH: FINES:** In case of delay or partial failure to comply with the obligations herein acquired by **THE CONTRACTOR**, **THE ENTITY** shall charge daily and consecutive fines equivalent to the 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, provided that the

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total amount of the fine shall not exceed ten percent (10%) of the total value of this contract, amount which shall be attributed to the indemnity amount for damages suffered by **THE ENTITY** due to non-compliance. **PARAGRAPH: PROCEDURE FOR IMPOSITION OF FINES, PENALTIES AND NON-COMPLIANCE STATEMENTS:** For the imposition of fines set forth in this clause it will be applied the process established in the Article 86 of the Law 1474 dated July 12, 2011. This procedure will also be applied prior to the imposition of the respective fines, the non-compliance statement to enforce the penalty clause agreed upon and the statement of expiration. **TWELFTH: MONETARY PENALTY:** In case of non-compliance of the obligations acquired or termination of this contract, **THE CONTRACTOR** shall pay **THE ENTITY**, as a penalty, an amount equivalent to ten percent (10%) of the total value of this contract, amount which shall be considered as an advance and partial payment for damages that may affect **THE ENTITY** due to the non-compliance, notwithstanding of the right of **THE ENTITY** to execute the guarantee indicated in clause ninth above. **THIRTEENTH – COLLECTION OF FINES AND PENALTY:** The value of the fines and penalties shall be deducted from the balance in favor of **THE CONTRACTOR**, if any, or from the guarantee provided, and if the latter were not be possible, it shall be collected before the Contentious-Administrative jurisdiction. **FOURTEENTH – SPECIAL REGULATIONS:** Besides the possibility to terminate this contract by mutual consent of the contracting parties or by **THE ENTITY** in the case it is proved that **THE CONTRACTOR** is engaged in any of the practices that would require his recusal or disqualification, such as: in disciplinary proceedings, the destitution; in criminal proceedings, when there is an accessory punishment of interdiction of rights and public functions; in tax matters, when it is included in the bulletin of tax responsible. By means of express pact, it is herein included as grounds of termination, interpretation and unilateral amendment and expiration by **THE ENTITY** contained in articles 14 to 18 of the Law 80 of 1993, as well as the submission to local laws. Likewise,

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concerning liquidation, addition, assignment and liability of **THE CONTRACTOR**, this contract is governed by the Law 80 of 1993 and the Law 1150 of 2007, and its Decree 1510 of 2013, and in the matters not covered by said laws, by the provisions of the Colombian civil laws and it is subject to the jurisdiction of the Contentious-Administrative.

FIFTEENTH – CONFLICTS OF INTEREST AND DISABLEMENT: THE CONTRACTOR hereby declares under oath that it does not fall in any of the clauses of ineligibility or incompatibility stated when signing this contract. **SIXTEENTH –**

INDEMNITY: THE CONTRACTOR agrees to hold harmless **THE ENTITY** of any third party claims arising out of the performance of **THE CONTRACTOR** or its subcontractors or agents. **SEVENTEENTH – AMENDMENTS, ADDITIONS AND**

EXTENSIONS: the parties agree that any amendment, inclusion or extension to this contract and/or any document that is part of the same, shall only be made by written agreement between the parties. **EIGHTEENTH – DOMICILE:** As for all legal purposes,

the contractual domicile shall be the city of Bogotá D.C. **NINETEENTH - PLACE OF EXECUTION:** The performance of this contract shall be fully carried out within the territory of the United States of America, being the domicile of the contractor the city of

Washington (District of Columbia), United States of America. **TWENTIETH- ADDRESS FOR NOTIFICATIONS:** For all purposes the address of **THE CONTRACTOR** is 1300 Connecticut Ave. NW Suite 950, Washington D.C. **TWENTY-FIRST-**

CONTRACTUAL DOCUMENTS: The following documents shall be considered as part of this contract: 1. Certificate of Budget Availability. 2. Approval of future terms. 3. Proposal presented by the contractor. 4. Any other document needed for the proper performance of the purposes of the contract. **PARAGRAPH:** In case of differences or inconsistencies between the documents of this contract and the provisions of this contract,

the stipulations of this contract shall prevail. **TWENTY-SECOND: PERFECTION OF**

THE CONTRACT AND LEGALIZATION: This contract shall become fully binding

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upon its signature by the parties thereof and the budgetary registration by **THE ENTITY**.
TWENTY-THIRD: PERFORMANCE: THE CONTRACTOR may commence the performance of this contract only once **THE ENTITY** has approved the guarantee referred in clause ninth above. **TWENTY-FOURTH: INTELLECTUAL PROPERTY:** The documents, researches, works or products derived from the execution of the purpose of this agreement belong to the entity, which reserves its patrimonial rights. **THE CONTRACTOR** is not entitled to make free use of them in the terms established by the Law, because they belong to the entity. However, the entity will guarantee the respect and recognition to the moral and intellectual component. All of the above is in accordance with the Law 23 of 41982 and the other rules that regulate the royalties. As for the records it is signed on November 7, 2013.

BY THE ENTITY,

BY THE CONTRACTOR,

MARIO MEJIA CARDONA

FRANCIS O'BRIEN

Sub director of Operations

The Fratelli Group Inc.

Administrative Department of the Presidency of the Republic

Approval

ADRIANA MARTINEZ SANCHEZ

Chief of the Area of Contracts