

U.S. Department of Justice

Washington, DC 20530

**Amendment to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents 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 1.5 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

Sandler, Travis & Rosenberg, P.A.

2. Registration No.

6309

3. This amendment is filed to accomplish the following indicated purpose or purposes:

To give a 10-day notice of change in information as required by Section 2(b) of the Act.

To correct a deficiency in

Initial Statement

Supplemental Statement for the period ending _____

Other purpose (*specify*) _____

To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Amended Exhibit B.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

To give notice of a change in the agreement from correspondence between Sandler, Travis & Rosenberg, P.A. and Asociación Nacional de Empresarios de Colombia (ANDI) to a formal written contract.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

August 05, 2015

/s/ Nicole Bivens Collinson

eSigned

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.



SANDLER, TRAVIS & ROSENBERG, P.A.
ATTORNEYS AT LAW

July 24, 2015

Ms. Juliana Calad Castaño
Director
Cotton, Fibers, Textiles and Apparel Chamber
National Business Association of Colombia - ANDI
Bogotá D.C. – Colombia

ENGAGEMENT FOR LOBBYING SERVICES RELATED TO TEXTILE AND APPAREL ACCUMULATION UNDER THE FTAS

Dear Juliana:

Thank you for choosing Sandler, Travis & Rosenberg, P.A. ("the Firm") to represent the National Business Association of Colombia (ANDI) ("the Client") in the matter described below. This engagement letter describes the scope of services our firm will provide and the terms and conditions of our representation. Please sign and return the letter to us as this document will serve as the commencement of our engagement with you.

ENGAGEMENT BASICS

Scope of Engagement You have requested that we represent you in connection with:

Providing legal, technical, strategic and lobbying representation related to the implementation of a regional cumulation provision for textile and apparel inputs and goods made in selected countries in the Western Hemisphere.

Scope of Representation The scope of our representation is limited to providing only those services that are described in the Scope of Engagement above. No other services are intended to be provided without the mutual agreement of you, the Client, and the Firm. Later, if you determine to change the scope of our representation materially, we will need to document that change in additional correspondence.

Our professional services may include, research and analysis of legal and factual issues; analysis of applicable law, rules and regulations; negotiations with other parties; drafting and preparation of documents; review and comment on documents prepared by others; oral and written advice to you, the Client; written and oral communications with other parties and with you.

When it is appropriate for your particular matter and when it will serve to reduce costs, we intend to assign parts of your work to other attorneys, paralegals and law clerks. Often those individuals specialize in certain areas, and allocating work to them allows us to produce our best legal product in the most efficient manner. This may include engaging the services of its affiliated consulting firms, Sandler, Travis & Rosenberg, Limited, located in Hong Kong ("STR HK") and Sandler & Travis Trade Advisory Services, Inc. ("STTAS"), to assist the Firm in its

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representation. In such cases, STR HK and STTAS would be acting under the supervision and control of the Firm. When engaged, the consulting companies would normally bill ST&R, which in turn will bill you for their services.

In order for the Firm to work as efficiently as possible, it is understood that your staff will provide certain working papers, information, or documentation which shall be discussed with your personnel. The services will be completed in as timely a manner as possible consistent with the conditions of the engagement.

Limitation as to Affiliates. Our engagement is limited expressly to you, the Client, unless we agree otherwise in writing. As such our representation does not include representation of any of your parents, subsidiaries, affiliates, shareholders, directors or officers ("Your Affiliates"). In short, the Firm serves as legal counsel for you but not for any of Your Affiliates. Accordingly, it is understood and agreed that any representation by the Firm of another client adverse to any of Your Affiliates does not constitute a conflict of interest and does not require your consent.

Attorney-Client Privilege and Communications. All communications from the Firm, including our statements, may contain information protected by the attorney-client privilege. As the privilege could be waived if someone other than the client sees the privileged material, we recommend that you keep our statements, as well as other letters and communications from the Firm, in a separate file marked "Attorney-Client Privileged Materials" and keep the file in a secure place.

Your communications with us are legally protected by the attorney-client privilege. In addition, we will treat your matter as confidential, and we will not (unless you specifically grant us the authority to do so) discuss or otherwise make available to anyone, including other clients, any information about you, your business, or our work on your behalf.

As your lawyers, we will need to communicate with you about our representation from time-to-time. Please remain available to facilitate our work, to provide factual information and documents, and to make decisions as necessary. We encourage you to share with us at all times your expectations and any concerns regarding our services at any time during the course of our representation. We believe that you should be actively involved in the strategy and management of your legal affairs and our goal is to encourage candid and frequent communication between us.

Completion of Matter. After the conclusion of our representation in the matter, we do not (unless you specifically request in writing that we do so) undertake to continue to review that matter and update you concerning legal developments, such as changes in applicable laws or regulations. If you do request that the Firm review a specific matter on which we have previously worked, we will consider that to be a new representation. Thus, while we may, from time-to-time, call to your attention issues or legal developments that might be relevant to your operations, we are not undertaking to do so as a part of this representation.

We will perform our professional services on your behalf to the best of our ability, but we cannot make and have not made any guarantees regarding the outcome of our work on this matter. Any expressions by us about the

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outcome of this matter are our best professional views only and are limited by our factual knowledge at the time they are expressed.

Termination of Services and Representation. The duration of this agreement is until September 15, 2015. Termination of our representation does not, however, relieve you from the responsibility of paying any costs and expenses incurred through the date we are notified of such termination in writing. Similarly, we may withdraw from this representation for any reason consistent with the Bar Rules and Court Rules of the state including your failure to promptly pay our statements; failure to disclose all facts material to our representation; failure to act in accordance with our advice; or development of one or more circumstances which, in our judgment, impair our ability to maintain an effective attorney-client relationship.

If either party decides to terminate this contract before the established date above mention or at any point thereafter, for any portion of a month in which work has been performed, only the hourly retainer fees and costs incurred up until the date of notice of termination received will be invoiced to ANDI.

Document Retention. After our representation is concluded, we will communicate with you to determine your preference for the disposition of your files. If you do not wish your files returned and wish the Firm to retain them for you, we will retain them for a period no less than seven (7) years. It will be your responsibility, however, to secure the return of records. If arrangements are not made for the return of your records within seven (7) years following the conclusion of any matter, they will be destroyed. If, during the seven (7) years the file is in storage, the Firm is required to retrieve the file on your behalf, you will be billed for any retrieval and/or return costs the Firm may incur.

FEES AND BILLING

Fees and Hourly Rates. With respect to the matter undertaken, you agree to pay the Firm a monthly flat fee of \$12,000 for its representation in this matter. This fee represents the total amount to be invoiced for this matter, with the exception of any costs incurred as part of the Firm's representation. Costs are billed separately in the monthly statement provided to the Client. Should you request the Firm to work on other matters; the Firm will require you to submit a separate engagement for such additional work. You agree to pay promptly such additional advances as may be required. We understand that the fees paid by ANDI pursuant to this agreement may be funded in whole or in part by the Colombian Ministry of Trade or an entity controlled by the Colombian government.

Expenses. We will bill you for expenses we incur on your behalf. Travel costs, as well as all other costs incurred in connection with the execution of the matters undertaken by ST&R, will be billed to the ANDI on a monthly basis. Additional costs include, but are not limited to, telephone charges, postage (including private courier services and electronic transmissions), copying charges, computer charges, filing fees, secretarial overtime and messenger services. Contract related monthly expenses incurred by the firm that are over \$500, other than the monthly fee of \$12,000, will require prior approval from ANDI.

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We anticipate that in undertaking this project ST&R professionals may be required to travel. Additional costs associated with travel will be outside the monthly installments and will require approval from the client. To the extent possible, the firm will provide ANDI with a 15-day notice prior to any travel. Travel will be provided at business class with hotel, travel and related expenses to be covered by the client. If travel is approved, prior to such travel the firm will request \$5,000 as a down payment on travel-related expenses.

Billing Statements. Unless there are circumstances which would indicate otherwise, each month you will receive a statement showing a description of the services performed through the end of the preceding month and itemizing expenses incurred by the Firm in its representation.

Unless specified otherwise, monthly invoices will be transmitted in .PDF format to ANDI's attention via the designated email address provided to ST&R. The Firm encourages payment of its invoices via wire transfer or ACH transfer as this method facilitates the payment process and the application of payment on a timely basis. Our wire transfer and ACH transfer information is the following:

Bank Name:	WELLS FARGO BANK N.A.
ABA Number:	[REDACTED]
Bank Address:	200 South Biscayne Boulevard, 15th Floor - Miami, Florida 33131
Bank Officers:	Lorraine Punancy-Stewart, Shirley Sapp
Phone Number:	(305) 789-4786
Account Name:	Sandler, Travis & Rosenberg, P.A., Trust Account
Account Number:	[REDACTED]
SWIFT Code:	[REDACTED]
Other Beneficiary Information (OBI):	This field can contain up to 72 characters of information and must contain the following: Invoice Number (up to seven digits) Client Matter Number (up to 12 characters including delimiter)

Due to the high proportion of bank charges deducted from payments of international checks and the long delays associated with such payments, we request that if making payments from non U.S. banks, whether in U.S. dollars or foreign currency, please issue a bank draft/wire transfer instead of issuing a check from a non U.S. bank. Please remember to include remittance information such as the Client/matter number, invoice number, the company

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name and the matter description. If payment via check issued from a non U.S. bank cannot be avoided, the Client will be responsible for any bank charges.

You agree to pay in full the amount of each invoice within fifteen (15) days of the invoicing date. Any outstanding balances not paid when due as agreed shall be subject to the accrual of interest at a rate of 18% per annum (1.5% per month) from the due date until paid.

If any statements remain unpaid for more than 60 days, we may cease to perform services until satisfactory arrangements have been made for the payment of the unpaid statements and future fees. The Firm reserves the right to suspend its work due to nonpayment within its terms. In the event that the Firm's work is suspended as a result of nonpayment, you agree that the Firm will not be responsible for your failure to meet governmental and other filing and submission deadlines, or for penalties or interest that may be assessed, or other damages that may be sustained by you, the Client resulting from your failure to meet said deadlines.

Billing Disputes If you have a dispute regarding hourly rate(s), hours billed, costs expended, interest charged for past due amounts, or any other billing issue, you must notify the Firm of the dispute **in writing within 15 days after the date on the invoice in dispute**, or you waive the right to raise such billing disputes with the Firm. In any collection action brought by the Firm, you waive all defenses other than full payment if you failed to comply with the requirements of this paragraph.

THIS SPACE INTENTIONALLY LEFT IN BLANK, PLEASE CONTINUE TO NEXT PAGE

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GOVERNING LAW AND DISPUTE RESOLUTION

This letter and our engagement will be governed by the laws of the State of Florida. Any proceedings commenced to enforce the terms of the contract or regarding our Firm's representation of the Client shall only be brought in Miami-Dade County, Florida and the Client consents to the personal jurisdiction of the state and federal courts of the State of Florida. The Firm shall be entitled to reasonable attorney's fees in any action to enforce the terms of this agreement.

We very much appreciate this opportunity to serve and support you, and look forward to working with you towards a successful relationship.

Respectfully yours,

SANDLER, TRAVIS & ROSENBERG, P.A.

By: *Nicole Bivens Collinson*

Nicole Bivens Collinson

President, International Trade and Government Affairs

AGREED TO AND ACCEPTED:

ANDI

By: *JCB*

Juan Carlos Beltrán Cardona
Administrative and Finance Vice-president

Dated: July 27 th 2015

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