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OMB No. 1124-0003; Expires April 30, 2017

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	2. Registration No.
Fleishman-Hillard Inc.	5801

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

- [x] 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:

Addendum to contract between Special Secretariat for Social Communication of the Presidency of the Republic of Brazil and CDN Comunicacao Corporativa Ltda

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.)*

Registrant's contract affiliate in Brazil and the Special Secretariat for Social Communication of the Presidency of the Republic of Brazil signed an addendum to the contract between the parties. The addendum extended the term of the contract until January 12, 2018, changed the allocation of expenses related to the contract, and required the contractor to present a guarantee. Although the contract addendum appears to have been signed as of January 16, 2017, the date of the official translation of the contract is January 30, 2017, and Registrant did not receive the official English translation of the contract from its contract affiliate until February 3, 2017. In accordance with Section 5.206 of the FARA regulations, Registrant has attached a copy of the contract in Portuguese and a certified English translation.

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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 signature [1])
February 8, 2017	William B Winkeler William B. Winkeler Sr. Vice President, Sr. Partner & Corporate Controller

[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.

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Attachment to Amendment to Registration Statement

Fleishman-Hillard Inc., Registration No. 5801

Certified English Translation of Contract Addendum Between CDN Comunicacao Corporativa Ltda and the Special Secretariat for Social Communication of the Presidency of the Republic of Brazil

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DANIEL PEREIRA MACIEL
SWORN TRANSLATOR AND INTERPRETER
FEDERAL DISTRICT BOARD OF TRADE (JCDF) No. 66
Translation No.: 011 Book No: 001 Page: 37

I, the undersigned, **Daniel Pereira Maciel**, a Sworn Translator and Interpreter of the **English** language, registered with the Board of Trade of the Federal District (JCDF) under No. **66**, holder of Brazilian Individual Taxpayer ID (CPF) No. [redacted] hereby certify that I have received this **Contract Amendment** issued in **Portuguese** and delivered to me in the **original** to be translated into English, which I have done in my official capacity and to the best of my ability as follows:

"[Coat of Arms of the Federative Republic of Brazil]

PRESIDENCY OF THE REPUBLIC

OFFICE OF THE CHIEF OF STAFF

SPECIAL SECRETARIAT OF SOCIAL COMMUNICATION

ADDENDUM No. 03 TO CONTRACT No. 01/2015 FOR THE PROVISION OF COMMUNICATION SERVICES, CELEBRATED BETWEEN THE FEDERAL GOVERNMENT – THROUGH THE SPECIAL SECRETARIAT FOR SOCIAL COMMUNICATION OF THE PRESIDENCY OF THE REPUBLIC – AND COMPANY CDN COMUNICAÇÃO CORPORATIVA LTDA.

Proceeding No. 00170.000435/2013-25

Contract No. 01/2015

THE FEDERAL GOVERNMENT, through the **SPECIAL SECRETARIAT FOR SOCIAL COMMUNICATION OF THE PRESIDENCY OF THE REPUBLIC**, registered with the National Registry of Legal Entities of the Ministry of Finance (CNPJ/MF) under Corporate Taxpayer ID No. 09.234.499/0001-43, hereinafter the PRINCIPAL, represented herein by State Minister and Chief of Staff of the Presidency of the Republic ELISEU PADILHA, Brazilian, resident and domiciled in this city, registered in the National Registry of Individuals of the Ministry of Finance (CPF/MF) under Individual Taxpayer ID No. [redacted] and company **CDN COMUNICAÇÃO CORPORATIVA LTDA.**, registered with the CNPJ/MF under Corporate Taxpayer ID No. 57.863.854/0001-19, headquartered at Av. Brigadeiro Faria Lima, n° 2.601, 9° Andar, Conjuntos 91, 92 e 93, Jardim Paulistano - São Paulo/SP/Brazil - Postal Code (CEP) 01451-000, represented herein by its Vice President ANDREW STUART GREENLEES, Brazilian, married journalist, resident and domiciled in

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DANIEL PEREIRA MACIEL - TRADUTOR PÚBLICO E INTERPRETE COMERCIAL - INGLÊS - JCDF nº 66 - JUNTA COMERCIAL DO DISTRITO FEDERAL

São Paulo/SP/Brazil, registered with the CPF/MF under Individual Taxpayer ID No. [redacted] and bearer of Identity Card (RG) No. [redacted] issued by the SSP/SP, and by its Chief Financial Officer MARCELO JOSÉ GODOY MADUREIRA, Brazilian, single, civil engineer, resident and domiciled in São Paulo/SP/Brazil, registered with the CPF/MF under Individual Taxpayer ID No. [redacted] and bearer of Identity Card (RG) No. [redacted] issued by the SSP/SP, have resolved to enter into this Addendum to Contract No. 01/2015, whose purpose is the provision of communication services through strategic communications planning advice specifically aimed at the management of domestic and foreign press relations and public relations abroad, as awarded under Public Tender N° 01/2013-SECOM and pursuant to the contents of Proceeding No. 00170.000135/2013-25, which is entered into by the parties under the following terms and conditions:

SECTION ONE - PURPOSE

The purpose of this Addendum is to extend the term of Contract No. 01/2015 for a period of twelve (12) months.

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(Header) SPECIAL SECRETARIAT FOR SOCIAL COMMUNICATION

SECTION TWO - TERM

The term of Contract 01/2015 is hereby extended to January 12, 2018, as provided in Section Six - Term, and pursuant Article 57, II, of Law No. 8,5666/93.

SECTION THREE - APPROPRIATIONS

The resulting expenses thereof, estimated at thirty million, six hundred and sixty-six thousand, six hundred thirty-five reais and forty-seven cents (R$ 30,666,635.47), shall be allocated to the resources appropriated for the Federal Government General Budget for the 2017 budget year, as follows:

DANIEL PEREIRA MACIEL
TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL - INGLÊS - JCDF nº 66
JUNTA COMERCIAL DO DISTRITO FEDERAL

Program 2038 – Democracy and Improvement of Public Management, Budgetary Action

2017 – Institutional Communication, programmatic functional item.

- 94.131.2038.2017.0001 (Program: Democracy and Improvement of Public Management; Action: Institutional Communication; Nature of the Expense: 3.3.90.39);

SECTION FOUR – GUARANTEE

The CONTRACTOR shall be required to present a guarantee in the amount of six hundred and thirteen thousand, three hundred and thirty-two Brazilian reais and seventy-one cents (R$ 613,332.71) covering the full amount of the contract within twenty (20) business after the date of execution of this Addendum, which may be offered in any of the forms described in Article 56(1) to (III) of Law No. 8,666/93.

SECTION FOUR – PUBLICATION

The PRINCIPAL shall arrange for the summarized publication of this instrument in the Official Press by the fifth (5th)) business day of the month following that of the execution hereof, ensuring that such publication takes place within twenty (20) days of said date

SECTION SIX – RATIFICATION

Are hereby ratified the remaining terms and conditions of the original Contract and of Addendums No. 01 and 02 thereto, which remain unmodified by this instrument.

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(Header) SPECIAL SECRETARIAT FOR SOCIAL COMMUNICATION

In witness whereof and as standing proof of their agreement, the parties hereto have drafted this Addendum, which, having been read

and found to be compliant, has been undersigned by the contracting parties and from which were then extracted the necessary copies, which shall have the same full effect as the original.

Brasília/DF, (Manuscript) January 16 2017

(Illegible Signature)
ELISEU PADILHA
State Minister and Chief of Staff of the
Presidency of the Republic

(Signature)
ANDREW STUART GREENLEES
CDN Comunicação Corporativa Ltda.

(Signature)
MARCELO JOSÉ GODOY
CDN Comunicação Corporativa Ltda.

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Nothing further was contained in the aforementioned document, which I have faithfully translated into English, verified, found to be compliant and certified. This translation does not imply judgment over the form, authenticity and/or content of the translated document.

Brasília, January 30 2017.

Daniel Pereira Maciel

Daniel Pereira Maciel

DANIEL PEREIRA MACIEL - TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL - INGLÊS - JCDF nº 66 - JUNTA COMERCIAL DO DISTRITO FEDERAL

Fees: 4.510 standard pages at R$ 54.00 per page, total **R$ 243.54**

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PRESIDENCY OF THE REPUBLIC
OFFICE OF THE CHIEF OF STAFF
SPECIAL SECRETARIAT OF SOCIAL COMMUNICATION

ADDENDUM No. 03 TO CONTRACT No. 01/2015 FOR THE PROVISION OF COMMUNICATION SERVICES, CELEBRATED BETWEEN THE FEDERAL GOVERNMENT - THROUGH THE SPECIAL SECRETARIAT FOR SOCIAL COMMUNICATION OF THE PRESIDENCY OF THE REPUBLIC - AND COMPANY CDN COMUNICAÇÃO CORPORATIVA LTDA.

Proceeding No. 00170.000435/2013-25

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The resulting expenses hereof, estimated at thirty million, six hundred and sixty-six thousand, six hundred thirty-five reais and forty-seven cents (R$ 30,666,635.47), shall be allocated to the resources appropriated for the Federal Government General Budget for the 2017 budget year, as follows:

Program 2038 – Democracy and Improvement of Public Management, Budgetary Action
2017 – Institutional Communication – programmatic functional item.

- 04.131.2038.2017.0001 (Program: Democracy and Improvement of Public Management; Action: Institutional Communication; Nature of the Expense: 3.3.90.39);

SECTION FOUR – GUARANTEE

The CONTRACTOR shall be required to present a guarantee in the amount of six hundred and thirteen thousand, three hundred and thirty-two Brazilian reais and seventy-one cents (R$ 613,332.71) covering the full amount of the contract within twenty (20) business after the date of execution of this Addendum, which may be offered in any of the forms described in Article 56(I) to (III) of Law No. 8,666/93.

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[Header] SPECIAL SECRETARIAT FOR SOCIAL COMMUNICATION

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Brasília/DF, *[Manuscript]* January 16 2017

[Illegible Signature]
ELISEU PADILHA
State Minister and Chief of Staff of the
Presidency of the Republic

[Signature]
ANDREW STUART GREENLEES
CDN Comunicação Corporativa Ltda.

[Signature]
MARCELO JOSÉ GODOY
CDN Comunicação Corporativa Ltda.

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Copy of Contract Addendum Between
CDN Comunicacao Corporativa Ltda and
the Special Secretariat for Social Communication of the Presidency of the Republic of Brazil

(Original Text In Portuguese)

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PRESIDÊNCIA DA REPÚBLICA
CASA CIVIL
SECRETARIA ESPECIAL DE COMUNICAÇÃO SOCIAL

TERMO ADITIVO Nº 03 AO CONTRATO Nº 01/2015, PARA PRESTAÇÃO DE SERVIÇOS DE COMUNICAÇÃO, QUE, ENTRE SI, FAZEM A UNIÃO, POR INTERMÉDIO DA SECRETARIA ESPECIAL DE COMUNICAÇÃO SOCIAL DA CASA CIVIL DA PRESIDÊNCIA DA REPÚBLICA, E A EMPRESA CDN COMUNICAÇÃO CORPORATIVA.

Processo nº 00170.000435/2013-25

Contrato nº 01/2015

A UNIÃO, por intermédio da **SECRETARIA ESPECIAL DE COMUNICAÇÃO SOCIAL DA CASA CIVIL DA PRESIDÊNCIA DA REPÚBLICA**, inscrita no CNPJ/MF sob o nº 09.234.494/0001-43, doravante denominada CONTRATANTE, neste ato representada pelo Ministro de Estado Chefe da Casa Civil da Presidência da República, ELISEU PADILHA, brasileiro, residente e domiciliado nesta cidade, inscrito no CPF/MF sob o nº [redacted] e a empresa **CDN COMUNICAÇÃO CORPORATIVA LTDA.**, com sede em São Paulo/SP, na Av. Brigadeiro Faria Lima nº 2.601, 9º Andar, conjuntos 91, 92 e 93, Jardim Paulistano, CEP 01451-000, inscrita no CNPJ/MF sob o nº 57.863.854/0001-19, neste ato representada pelo Vice Presidente ANDREW STUART GREENLEES, brasileiro, casado, jornalista, residente e domiciliado em São Paulo/SP, inscrito no CPF/MF sob o nº [redacted] portador da Carteira de Identidade nº [redacted] SSP/SP, e MARCELO GODOY MADUREIRA, brasileiro, solteiro, engenheiro civil, residente e domiciliado em São Paulo/SP, inscrito no CPF/MF sob o nº [redacted] portador da Carteira de Identidade nº [redacted] SSP/SP, resolvem celebrar o presente Termo Aditivo ao Contrato nº 01/2015, para prestação de serviços de comunicação para realização de assessoria em planejamento estratégico de comunicação, no relacionamento com a imprensa internacional e em relações públicas no exterior, objeto da Concorrência nº 01/2013-SECOM, Processo nº 00170.000435/2013-25, mediante os termos e condições a seguir:

CLÁUSULA PRIMEIRA – DO OBJETO

O presente Termo Aditivo tem por objeto a prorrogação do prazo de vigência do Contrato nº 01/2015, por um período de 12 (doze) meses.

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EM BRANCO

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CLÁUSULA SEGUNDA – DA VIGÊNCIA

O prazo de vigência do Contrato nº 01/2015, fica prorrogado **até 16 de janeiro de 2018**, conforme previsto na Cláusula Sexta – Da Vigência, nos termos do artigo 57, inciso II, da Lei nº 8.666/93.

CLÁUSULA TERCEIRA – DA DOTAÇÃO ORÇAMENTÁRIA

As despesas decorrentes estimadas em R$ 30.666.635,47 (trinta milhões, seiscentos e sessenta e seis mil, seiscentos e trinta e cinco reais e quarenta e sete centavos), correrão à conta dos recursos consignados no Orçamento Geral da União para o exercício de 2017, conforme segue:

Programa 2038 – Democracia e Aperfeiçoamento da Gestão Pública, Ação Orçamentária 2017 - Comunicação Institucional, funcional programática:

- 04.131.2038.2017.0001 (Programa: Democracia e Aperfeiçoamento da Gestão Pública; Ação: Comunicação Institucional; Natureza da Despesa 3.3.90.39);

CLÁUSULA QUARTA – DA GARANTIA

A CONTRATADA terá que apresentar garantia, no valor de R$ 613.332,71 (seiscentos e treze mil, trezentos e trinta e dois reais e setenta e um centavos), correspondente a 2% (dois por cento) do valor total do contrato, no prazo de até 20 (vinte) dias úteis, a contar da data da assinatura do presente Termo Aditivo, cabendo-lhe optar por qualquer uma das modalidades elencadas nos incisos I a III do § 1º do art. 56 da Lei nº 8.666/93.

CLÁUSULA QUINTA – DA PUBLICAÇÃO

A CONTRATANTE providenciará a publicação do extrato deste instrumento na Imprensa Oficial até o 5º (quinto) dia útil do mês seguinte de sua assinatura, para ocorrer no prazo de 20 (vinte) dias daquela data.

CLÁUSULA SEXTA – DA RATIFICAÇÃO

Ficam ratificadas e inalteradas as demais Cláusulas e condições do Contrato Original, bem como dos Termos Aditivos nº 01 e 02 que por este Termo Aditivo não foram alteradas e ou modificadas.

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SECRETARIA ESPECIAL DE COMUNICAÇÃO SOCIAL

Para firmeza e como prova de assim haverem, entre si, ajustado e contratado, é lavrado o presente Termo Aditivo, que, depois de lido e achado de acordo, é assinado pelas partes contratantes, dele sendo extraídas as necessárias cópias, que terão o mesmo valor do original.

Brasília-DF, 11 de janeiro de 2017.

ELISEU PADILHA
Ministro de Estado Chefe da Casa Civil da
Presidência da República

ANDREW STUART GREENLESS
CDN Comunicação Corporativa Ltda.

MARCELO JOSÉ GODOY MADUREIRA
CDN Comunicação Corporativa Ltda.

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