

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 and address of registrant Powell, Goldstein, Frazer & Murphy LLP 1001 Pennsylvania Avenue, N.W., Washington, DC 20004	2. Registration No. 03274
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3. Name of foreign principal PROEXPORT	4. Principal address of foreign principal PROEXPORT-Colombia Calle 28 #13 A-15, Piso 35 Bogota, Colombia
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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. PROEXPORT is an agency of the Colombian government
- b) Name and title of official with whom registrant deals. Dr. Lazaro Majia, Director General

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

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

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 N/A

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 full 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 9/29/97	Name and Title Michael P. Daniels, Partner	Signature 
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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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1. Name of Registrant Powell, Goldstein, Frazer & Murphy	2. Registration No. 03274
-------------------------------------------------------------	---------------------------

3. Name of Foreign Principal
PROEXPORT

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

The registrant will advise PROEXPORT as set forth in the agreement attached hereto. The contract with Graham & James has been transferred to the registrant. A new contract will be filed when executed.

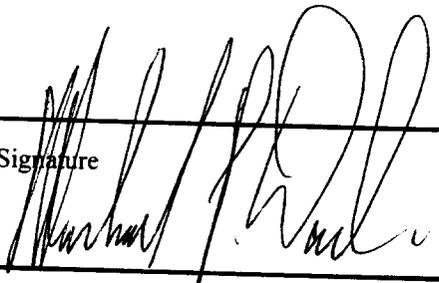
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide legal advice and related services on trade-related matters.

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

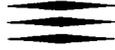
If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrant may engage in political activities as defined in Section 1(o) of the Act on behalf of the foreign principal, in conjunction with Registrant's provision of legal and other services. The Registrant's activities may require communications with Executive Branch officials and Members of the U.S. Senate and House of Representatives and their staff.

Date of Exhibit B 9/29/97	Name and Title Michael P. Daniels, Partner	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.

Graham & James LLP



A California Registered
Limited Liability Partnership
Including Professional
Corporations

April 1, 1996

AGREEMENT

This is an agreement between Graham & James and PROEXPORT for representation regarding Colombia-U.S. trade and economic relations.

OBJECTIVE

The objective of this representation is to provide Colombia with comprehensive representation in the area of trade and economic relations, to keep it fully informed of developments in Washington; and to provide advice and consultation, as well as representation, as further outlined in this proposal.

Graham & James will work to prevent further sanctions on Colombian trade or investment in Colombia, and to prevent any deterioration in trade and investment by the U.S. private sector.

A high priority objective is to obtain re-certification of Colombia, or a waiver of certification under relevant U.S. statutes.

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Taipei

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Jeddah
Kuwait
Riyadh

In the long run, the goal is to promote and enhance trade and investment in Colombia and to assist Colombia in the consideration and possible negotiation of a Free Trade Arrangement under the FTAA or other form of bilateral or regional Free Trade Arrangement.

The representation will also cover an effort to include Colombia in CBI parity legislation, should that become active, and to cover other trade and economic legislation of interest to Colombia.

In addition, a long-term goal is to strengthen Colombia's relations with the U.S. private sector, with a view to enhanced trade with, and investment in Colombia.

THE REPRESENTATION

The elements of the representation and the obligations of Graham and James are set forth below.

Monitoring, Reporting and Analysis

The foundation of Graham and James' activities is complete and thorough monitoring, reporting and analysis of all policy, political, legal, Administrative and Congressional developments, as well as developments in the media and the private sector. This will include all matters in the field of trade and economic relations which have an effect upon Colombian-U.S. relations, as well as Colombian-U.S. political and diplomatic relations, including any matters involving sanctions on Colombia trade investment.

Legal, Economic and Political Advice and Consultation

Graham & James will provide legal, economic and political advice and consultation with regard to relevant developments and problems in trade and economic relations between the United States and Colombia. It will provide assistance in developing positions and make recommendations on strategies and tactics. Graham and James will consult and assist in any negotiations in the economic field, as requested.

Representational Activity

As appropriate, and after consultation with PROEXPORT, the Ministry, the Embassy and the Trade Bureau, Graham & James will make representations on behalf of Colombia to the U.S. Congress, particularly to the relevant economic committees, Ways and Means and Finance; to the Administration, USTR, State, Commerce and Treasury, particularly to the international economic elements of these departments; and to the National Economic Council and the National Security Council. Frequent contact with these entities will be maintained in order to keep fully informed of developments in Colombia-U.S. economic relations, and representations will be made, as appropriate. Graham & James will assist in drafting diplomatic representations, speeches, press releases and other documents at the request of Colombian authorities.

U.S. Private Sector

Graham & James will work with the private sector in the United States particularly exporters to Colombia and investors in Colombia, together with the lear'

business organizations in the United States, to engender support for Colombia's trade and economic goals.

Colombian Private Sector

At the direction of PROEXPORT, Graham & James will maintain contact with the private sector in Colombia and assist in organizing meetings, seminars, presentations and other elements of interaction between the Colombian and United States business sectors.

Liaison and Coordination

Graham & James will maintain liaison and coordinate with all other instrumentalities working on Colombia's behalf including the Embassy and the Colombian Government Trade Bureau in Washington, Colombian sectorial representatives in Washington and other representatives of Colombian interests in Washington. All reports and any other written communication pursuant to this agreement will be copied to the Colombian Trade Bureau in Washington.

Graham & James will meet with the Ambassador of Colombia to the United States and the Director of the Colombian Trade Bureau at least once a month to review the situation in Washington with regard to trade and economic affairs, to review activities under this agreement, to decide upon future activities, to receive instruction and to discuss other matters relevant to the performance of this agreement.

EXCEPTIONS FROM THE AGREEMENT

This agreement will not include legal services and representation in connection with particular trade actions, including Countervailing Duty, Antidumping, Section 301, Special 301, Section 201 and Section 337 proceedings, particular Customs cases, cases before the courts, proceedings before the WTO or other similar matters, except as specifically provided for below in connection with the textile sector. Nonetheless, Graham & James will render general advice with regard to these matters and is prepared to enter into separate arrangements for representation.

Extensive economic, commercial and legal research will also be outside of this proposal and can be separately agreed to. Incidental economic or legal research necessary to the performance of this contract is included in the agreement.

TEXTILE SECTOR

Michael P. Daniels, a partner in Graham & James, has for a great many years represented the textile and apparel private sector in Colombia. Graham & James understands that in view of the current economic difficulties of the textile and apparel sectors in Colombia and the fact that they are excluded from duty free treatment under the ATPA and CBI that the Colombian Government will now finance the representation of this sector. Under the previous contract with Mudge Rose and

Graham & James, compensation was at the basic rate of \$70,000 per year, and, in addition, provision was made for fees for professional services in connection with calls for consultation and proceedings before the Textile Monitoring Body. This agreement essentially incorporates the provisions of the prior agreement with the private sector. The basic fee is reduced to \$60,000 per year and the provisions for additional representation remain the same.

Graham & James will provide a comprehensive representation in the textile and apparel sectors. This will consist of the following elements:

1. Monitoring of U.S. imports from Colombia of textiles and apparel with monthly reports and, if necessary, interim alert reports. This will include available statistical materials and special statistical programs developed by Graham & James and IBERC, its economic consulting firm. In addition, Graham & James will report on a regular basis on all matters of importance in the administration of quotas, Customs Regulations, textile and apparel related legislation and general developments in the administration of the textile program, including matters relating to the WTO and the ATC. In addition, Graham & James will monitor and report on textile and apparel developments in NAFTA and CBI.
2. Graham & James will utilize these reports and other information to alert PROEXPORT of future dangers involving calls or restraint actions by the United States. Graham & James will send on a regular basis its assessment of categories which could potentially be called by the United States and, if quotas are established, categories which could embargo. Graham & James will provide an assessment of the risks in any category of a call for consultations or the levels at which it would be likely that the United States would make a call for consultations, and an estimate of eventual settlement limits.

3. Graham & James will consult with and advise PROEXPORT regarding the implementation of a quota allocation and export control system and Special Access Limits. In addition, Graham & James will advise and represent PROEXPORT on Customs problems of a general nature and other general matters affecting the textile and apparel trade. Graham & James will provide routine advice and assistance in connection with the Suspension Agreement.
4. Graham & James will advise and consult with PROEXPORT and with other concerned officials of the Colombian Government and prepare all necessary legal, economic, and statistical material with regard to any negotiation which would result from calls on particular categories, and the possible negotiation of a comprehensive agreement.

In addition to the general fee set forth under FEES AND EXPENSES below, the following fees will be paid in connection with calls:

- (a) \$10,000 per category called (including merged categories as one call) for preparation.
 - (b) \$10,000 for each session of negotiation in Washington and \$12,000 for each session of negotiations outside Washington, regardless of the number of categories called.
5. Graham & James will consult and advise with PROEXPORT and other concerned Colombian Government officials and prepare all necessary legal, economic, and statistical materials with regard to actions referred to the Textile Monitoring Body (TMB) on calls for consultation or other matters. Additional fees will be as follows:
 - (a) If any call or other matter is taken to the TMB, the fee will be an additional \$15,000 per call (including merged categories as one call)

- (b) If two or more calls are taken to the TMB simultaneously, the fee will be an additional \$20,000.

Expenses for textile and apparel matters will be as set forth below under FEES AND EXPENSES.

OTHER SECTORS

This agreement will not cover intensive and detailed work in sectors other than textiles and apparel. Nonetheless, general developments in other sectors will be covered. Detailed and intensive work on other sectors will be subject to further agreement.

TERM

The term of this agreement will be April 1, 1996 through March 31, 1997, when it may be renewed or amended upon agreement of the parties. It is understood that work will commence on April 1, 1996, and if this proposal is accepted by PROEXPORT at a later date, it will be retroactive to April 1, 1996. However, should the proposal or an amendment of the proposal not be accepted by PROEXPORT, there will be no obligation or charge for any work after April 1, 1996.

FEES AND EXPENSES

Graham & James will be compensated at the rate of \$25,000 per month, plus all out-of-pocket expenses, including but not limited to telephone, facsimile transmission, reproduction of documents, local transportation, transportation outside of Washington, D.C., including transportation outside of the United States (but only with the express authorization, in writing, of the Director of the Colombian Tr

Bureau in Washington), computer runs and statistical presentations, business meals, incidental expenses of travel and all other out-of-pocket expenses, excluding all normal overhead expenses.

The fee has been computed as follows:

\$20,000 per month for the general representation on trade and economic matters, and \$60,000 per year for the specialized textile provision.

No charge has been made for preparation of this agreement.

PAYMENT

Payment shall be made monthly upon the rendering of a statement of fees and expenses.

GENERAL PROVISIONS

This agreement may not be assigned wholly or partly, nor may Graham & James contract professional or foreign advisers to the firm without the prior written authorization or approval of the Director of the Colombian Trade Bureau in Washington. Excepted from this provision is the International Business and Economic Research Corporation (IBERC), which is hereby authorized to provide economic consulting services to Graham & James under this agreement, particularly in the area of textiles and apparel, where it has performed in the prior agreement with the private sector. All fees and expenses for IBERC shall be billed through Graham & James and are included within the fees and expenses set forth herein.

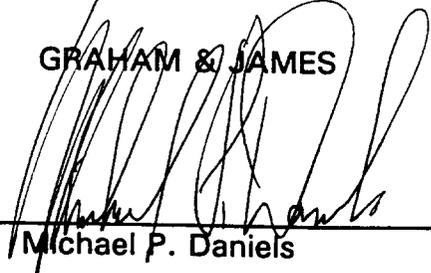
The activities of Graham & James under this agreement shall be under the direction of Michael P. Daniels, a partner in Graham & James. Should Mr. Dar

cease to be a partner in Graham & James for any reason, this contract may be terminated or transferred without notice by PROEXPORT.

IN WITNESS THEREOF, Graham & James and PROEXPORT have affixed their signatures hereto.

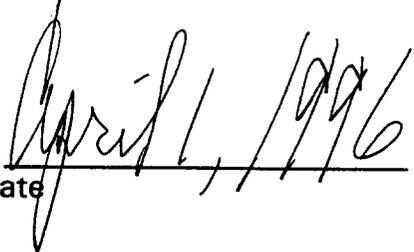
GRAHAM & JAMES

BY:



Michael P. Daniels

Date



April 1, 1996

PROEXPORT

BY:

(Name)

Date

(Title)