

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.

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 .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, 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.

1. Name of Registrant Powell, Goldstein, Frazer & Murphy LLP	2. Registration No. 03274	CRM/ISS REGISTRATION UNIT OCT 10 PM 4:25
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.

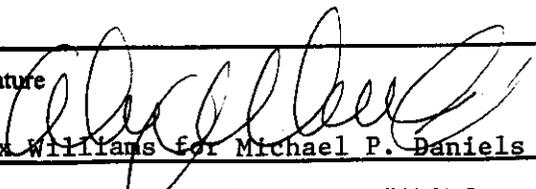
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant provides 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 10/10/00	Name and Title Michael P. Daniels, Partner	Signature  Alex Williams for Michael P. Daniels
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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.



Ministry of Foreign Trade
Republic of Colombia

Colombian Government Trade Bureau

Suite 560
1701 Pennsylvania Avenue, N.W.
Washington, D.C. 20006

July 18, 2000

OCW-857

MR. MICHAEL DANIELS
Powell, Goldstein, Frazer & Murphy
1001 Pennsylvania Avenue, N.W.
Sixth Floor
Washington, DC 20004

Ref: Retainer Agreement

Dear Mr. Daniels:

Please find enclosed for your files an original copy of the retainer agreement between Fiducoldex on behalf of Proexport and Powell, Goldstein, Frazer and Murphy LLP. duly executed by the president of Proexport.

Sincerely,

A handwritten signature in black ink, appearing to read "Enrique Gomez Pinzon".

ENRIQUE GOMEZ PINZON
DIRECTOR

Encl.

AGREEMENT

This is an agreement by and between the undersigned, Michael P. Daniels, who acts on behalf of, and in representation of the firm Powell, Goldstein, Frazer & Murphy LLP (hereinafter "Powell Goldstein"), on the one hand, and Orlando Sardi, on the other hand, who acts on behalf of, and in representation of FIDUCIARIA COLOMBIANA DE COMERCIO EXTERIOR S.A. FIDUCOLDEX, a trust company that administers the EXPORT PROMOTION TRUST FUND (hereinafter called "PROEXPORT"), for the representation of the Republic of Colombia 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.

The long run goal is to promote and enhance trade and investment in Colombia with emphasis on increasing Colombian exports to the United States, and U.S. investment in Colombia, in accordance with the goals set forth by the Government of Colombia, and to assist Colombia in the consideration and possible negotiation of a Free Trade Arrangement under the FTAA, and/or accession to NAFTA, and/or other form of bilateral or regional Free Trade Agreement.

The representation will cover an effort to bring Colombia into parity with CBI countries in the treatment of Colombian exports, and to achieve an extension and improvement of the ATPA.

The representation will also cover other trade and economic legislation and U.S. government regulations of interest to Colombia as provided below.

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.

COVERAGE

An indicative list of topics to be covered by this agreement is set forth in Annex I to this Agreement. Annex I constitutes an illustrative list of the topics covered and may include other topics, when necessary, in order to meet the needs of PROEXPORT and the Government of Colombia. The list may also be added to, or items deleted, upon agreement of the parties hereto, bearing in mind that flexibility in coverage to meet the needs of the Government of Colombia will be observed.

THE REPRESENTATION

The elements of the representation and the obligations of Powell Goldstein are set forth below:

Monitoring, Reporting and Analysis

The foundation of Powell Goldstein's 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, including academic, when relevant. This will include all matters in the field of trade and economic relations that have an effect upon Colombia, as well as Colombian-U.S. political and diplomatic relations affecting or potentially affecting U.S. trade policy and the Colombian-U.S. trade and investment relationship.

Legal, Economic and Political Advice and Consultation

Powell Goldstein 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. Powell Goldstein will consult and assist in any negotiations in the political and economic field, as requested.

Representational Activity

As appropriate, and after consultation with PROEXPORT, the Ministry, the Embassy and the Colombian Government Trade Bureau in Washington, Powell Goldstein will make representations on behalf of Colombia to the U.S. Congress, particularly to the relevant committees, to the Administration, USTR, State, Commerce, Treasury and Agriculture 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 Colombian-U.S. economic relations, and representations will be made, as appropriate. Powell Goldstein will assist in drafting diplomatic representations, speeches, press releases and other documents related to trade and investment at the request of the above mentioned Colombian authorities.

U.S. Private Sector

Powell Goldstein will work with the private sector in the United States, particularly exporters to Colombia, investors in Colombia, and U.S. importers and retailers, together with the leading business organizations in the United States, to engender support for Colombia's trade and economic goals. The activities with the U.S. private sector will include, but should not be limited to, providing assistance in the preparation of missions of Colombian exporters to the U.S. and U.S. investors to Colombia.

Colombian Private Sector

At the direction of PROEXPORT, Powell Goldstein 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 the United States business sectors. Proper notification of such activities will be given to the Colombian Government Trade Bureau in Washington.

Liaison and Coordination

Powell Goldstein 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 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 Government Trade Bureau in Washington.

Powell Goldstein will meet periodically with the Ambassador of Colombia to the United States, the Director of the Colombian Government Trade Bureau, and with other advisors that the Government of Colombia may have to review the situation in the U.S. 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.

Powell Goldstein is prepared to consult with Colombian officials and render advice in Colombia, if requested.

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, textile and apparel calls for consultations, cases before the courts, proceedings before the WTO, including TMB proceedings, or other similar matters. Nonetheless, Powell Goldstein 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.

PERSONNEL

While Powell Goldstein is free to select its personnel and decide which lawyers or individuals should render the services to PROEXPORT, it is understood that Michael Daniels and Brenda Jacobs will lead Powell Goldstein's team and PROEXPORT will be entitled to request the change or replacement of any lawyer or individual who is rendering the services, whenever it deems convenient to ensure a better relationship between the parties, or an improved representation before the United States Government.

CONFIDENTIALITY

Powell Goldstein is required to preserve the confidences and secrets of the Colombian Government. This professional obligation and the legal privilege for attorney-client communications exist to encourage complete communication between Powell Goldstein and the representatives of the Government of Colombia.

TERM

The term of this agreement will be for six months counted from June 15, 2000 through December 14, 2000, when it may be renewed or amended upon agreement of the parties.

FEES AND EXPENSES

Powell Goldstein will be compensated by \$90,000 for the term of the agreement, plus reimbursement of all reasonable 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 Government Trade Bureau in Washington), incidental expenses of travel and all other out-of-pocket expenses expressly accepted by the Director of the Colombian Government Trade Bureau in Washington. The Colombian Government Trade Bureau will be billed for actual out-of-pocket expenses at cost and will not be billed for overhead or similar non-direct expenses. All reasonable out-of-pocket expenses shall not exceed \$1,500 per month, unless authorized by the Director of the Colombian Government Trade Bureau in Washington, and shall be fully supported and explained in detail each month.

PAYMENT

The professional fee of \$90,000 shall be paid by PROEXPORT in six installments of \$15,000 each, commencing on July 15, 2000 and on the 15th of each subsequent month through December 15, 2000. Expenses will be billed on July 15, 2000, and thereafter monthly to the Colombian Government Trade Bureau in Washington and shall be due within thirty days of the rendering of bills.

TERMINATION

The parties to this agreement may terminate this agreement upon thirty (30) days notice in writing, including facsimile transmission. If terminated prior to the end of the term of the agreement, only those fees and expenses accrued up to the month of the termination will be paid.

REPORTS

Powell Goldstein shall render a monthly report to PROEXPORT setting forth, in detail, its activities under this agreement.

GENERAL PROVISIONS

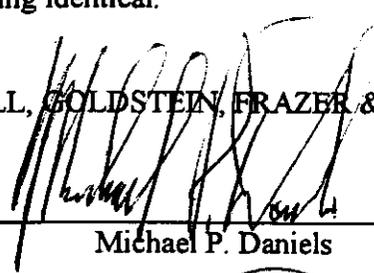
This agreement may not be assigned wholly or partly, nor may Powell Goldstein contract professional or foreign advisers to the firm without the prior written authorization or approval of the Director of the Colombian Government Trade in Washington. Excepted from this provision is the International Business and Economic Research Corporation (IBERC) (or subject to the approval of PROEXPORT, its successor), which is hereby authorized to provide economic consulting services to Powell Goldstein under this agreement. All fees and expenses for IBERC under the agreement shall be billed through Powell Goldstein and are included within the fees and expenses set forth herein.

All previous contracts with PROEXPORT and/or the Government of Colombia have been fully completed, compensated and terminated.

IN WITNESS THEREOF, Powell Goldstein and PROEXPORT have affixed their signatures hereto. This Agreement is executed in three copies in the English language, each copy being identical.

POWELL, GOLDSTEIN, FRAZER & MURPHY LLP

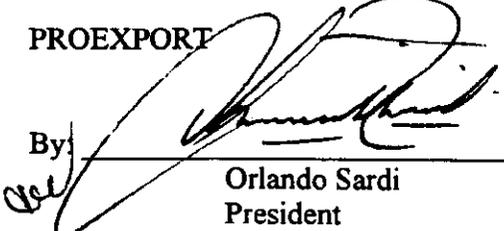
By: _____


Michael P. Daniels

June 29, 2000
Date

PROEXPORT

By: _____


Orlando Sardi
President

Date

ANNEX I TO AGREEMENT

COVERAGE

FTAA
ATPA
PARITY WITH CBI
GSP
FAST TRACK
PREPARATION FOR COLOMBIA/US TIC
ADVICE TO COLOMBIA ON ANDEAN COMMUNITY/US TIC
TEXTILES
FLOWERS
SUGAR
AGRICULTURE NEGOTIATIONS
SANITARY AND PHYTOSANITARY ISSUES
U.S. IMPLEMENTATION OF WTO MATTERS
U.S. PREPARATION FOR WTO MINISTERIAL MEETINGS
WTO NEW ROUND
ELECTRONIC TRADE
IPR
INVESTMENT TREATY
CUSTOMS DEVELOPMENTS
NAFTA DEVELOPMENTS
CHILD LABOR AND LABOR STANDARDS
DUMPING AND COUNTEREVAILING DUTY LEGISLATION AND REGULATION
UNILATERAL TRADE SANCTIONS
CERTIFICATION PROCESS
PRESIDENTIAL AND CONGRESSIONAL ELECTIONS
PRESIDENTIAL TRANSITION
TUNA
SHRIMP CERTIFICATION PROCESS
SHIPPER'S EXPORT DECLARATION REVIEW PROCESS
CALL-BACK BYPASS
CALL ACCOUNTING RATES
CERTAIN TOBACCO LITIGATION
AGRICULTURE POLICY
ENVIRONMENT
BIOTECHNOLOGY
FOOD SAFETY ISSUES
FOOD AID
INTERNATIONAL STANDARDS
TRADE BARRIERS POLICY
BANANNA ISSUES
MISCELLANEOUS TRADE LEGISLATION