

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 Sawyer/Miller Group 14 East 60th Street, New York, NY 10022	2. Registration No. 3777
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3. Name of foreign principal Fundacion Pro-Imagen de Colombia en elExterior	4. Principal address of foreign principal Calle 28 No 13A-15 Floor 42nd Bogota, Colombia
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5. Indicate whether your foreign principal is one of the following type:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership Committee
 - Corporation Voluntary group
 - Association Other (specify) Foundation set up by
- Individual—State his nationality Colombian exporters including ProExpo
which is a Government agency.

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.

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

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

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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

The Foundation was created to improve Colombia's image abroad. Both government and private sector agencies have participated in its creation. Its status as a Foundation gives it independence although its purpose is to promote the image of Colombia and its Government in the U.S.

b) Is this foreign principal

- 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 whole 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 may be used.)

We understand that the "Fundacion" is composed of a variety of private sector interests (flowers, coffee, bananas and others) as well as by certain agencies of the Government of Colombia including ProExpo. The objectives of the Foundation are: (1) to work towards improving Colombia's image in the U.S.; (2) and to promote Colombian related trade and other bilateral issues; (3) to promote the colombian Government in the U.S.

It is owned by the different private and public sector interests who contribute to its budget.

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.

Date of Exhibit A

March 21, 1983

Name and Title

David H. Sawyer
Chairman

Signature



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. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Sawyer/Miller Group	FUNDACION PRO-IMAGEN de COLOMBIA EN EL EXTERIOR

Check Appropriate Boxes:

- The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- The agreement or understanding between the registrant and 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 the expenses, if any, to be received.

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

A contract was signed between the Sawyer/Miller Group and the "Fundacion Pro Imagen de Colombia en el Exterior" on February 12, 1988.

The Objective of the contract is to improve Colombia's overall image in the U.S. Specifically this includes (1) lobbying; (2) public relations; (3) polling in the U.S. on American attitudes towards Colombia and Latin America; (4) press contacts.

Under the terms of the contract the Sawyer/Miller Group is expected to sub-contract one principal lobbying function to a Washington firm once such a firm has been selected.

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

The registrant will engage in a full range of activities designed to improve Colombia's image: lobbying, press contacts, academic contacts, conferences, organization of meetings between officials of the U.S. government and the Colombian Government; public relations.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
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 will seek meetings for itself as well as for Colombian officials with members of Congress and staff, members of the Administration, press and other private organizations in the United States to improve Colombia's image.

The stated purpose will be to change negative perceptions of Colombia in the United States; to improve trade and commercial ties; to improve academic and cultural links; and to foster a better understanding of realities in Colombia in the American public at large.

Date of Exhibit B March 2, 1988	Name and Title David Sawyer, Chairman	Signature 
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¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other 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.

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370 Lexington Ave. at 41st Street
New York, N.Y. 10017

TRANSLATION from Spanish
Ref. # 3-13

CERTIFICATE OF ACCURACY

State of New York }
County of New York } s.s.:

This day personally appeared before me Helen Hasselriis who after being duly sworn deposes and states:

that (s)he is a translator of the Spanish and English languages, associated with BERTRAND LANGUAGES INC., 370 Lexington Avenue, New York, New York;

that (s)he is thoroughly familiar with these languages and has carefully made and verified the within translation from the original document in the Spanish language; and

that the within translation is a true and correct English version of such original to the best of his(her) knowledge and belief.

Helen Hasselriis

Sworn to before me
this 2nd day of March, 1988

Rochelle L. Uffner

ROCHELLE L. UFFNER
Notary Public, State of New York
No. 31-4810582
Qualified in New York County
Certificate Filed in New York County
Commission Expires November 9, 1989

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TRANSLATION



INTERPRETING

By and between us the undersigned Federico Clarkson Rodriguez, of full age, identified by citizenship card No. 154,103 of Bogota, domiciled in Bogota, D.E., Republic of Colombia, acting in his capacity of Chairman of the Board of the "Fundacion Pro-Imagen de Colombia en el Exterior" [Foundation Pro Image of Colombia Abroad] and, as such, its legal representative, an entity with legal status under civil law, recognized by the Mayor's Office of Bogota, D.E. by Resolution No. 106 of January 20, 1988, duly authorized by the Board of the Foundation per Minutes No. 01 of February 3, 1988 to sign this contract and who hereinafter shall be called the FOUNDATION, party of the first part, and JOHN W. LESLIE Jr., of full age, identified by U.S. passport No. 0113787131, domiciled in New York (United States of America), acting in the name and behalf of D.H. SAWYER & ASSOCIATES, LTD. - SAWYER/MILLER GROUP, a company organized under the laws of the State of Delaware, all of which is documented by the annexed certificates and who hereinafter shall be called the CONTRACTOR, we have agreed to enter into the present contract contained in the following clauses which govern the mutual obligations of the parties: ONE.- OBJECT AND SCOPE. The CONTRACTOR undertakes, vis-a-vis the FOUNDATION, to engage in and carry the following activities through to completion, employing all means at his disposal therefor, for the purpose of achieving optimum performance thereof, to wit: 1) To direct the public relations of the FOUNDATION in the United States of America; 2) To represent the FOUNDATION in the city of Washington, D.C.; 3) To take eight

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(8) public opinion polls whose specific subjects shall first be determined by the FOUNDATION; 4) To handle the general management of the project hereunder. PARAGRAPH: If within the execution of this contract special circumstances are encountered that warrant changes in the aspects contemplated in the document "Programa Operacion Anibal" [Operation Anibal Program], which forms an integral part hereof, adoption thereof shall require the prior favorable opinion in writing of the Chairman of the Board of the FOUNDATION. Amendments shall be established in writing in a memorandum signed by the contracting parties. TWO.- TERM: The maximum term of this contract shall be two (2) years, counting from the date of signing thereof. THREE.- AMOUNT AND FORM OF PAYMENT: The maximum amount of this contract shall be the maximum sum of TWO MILLION AMERICAN DOLLARS (US\$ 2,000,000.00), i.e., the sum of ONE MILLION DOLLARS for each year, which the FOUNDATION shall pay to the CONTRACTOR as follows: a) Thirty per cent (30%) of the total amount for one year, i.e., the sum of three hundred thousand dollars (US\$ 300,000.00) by way of advance and after compliance with the following requirements: 1) Legalization of this contract and creation of the guarantees stipulated in Clause Six hereof; 2) Registration of this contract with the Exchange Office; 3) Presentation of the Anibal plan to the Chairman of the Board of the FOUNDATION by the CONTRACTOR. 4) Evidence by the CONTRACTOR of institution of the plan for one year. b) Thirty per cent (30%) of the total amount for one year, i.e., the sum of THREE HUNDRED THOUSAND DOLLARS (US\$ 300,000.00), three (3) months

after execution of this contract has been instituted and after compliance with the following requirements: 1) Presentation of a written report on the progress made in execution of this contract; 2) Evidence by the CONTRACTOR that he has designated the person or company responsible for carrying out public relations in Washington. It is understood that such designation does not free the CONTRACTOR from the obligations he has acquired hereunder, and c) The remaining forty per cent (40%) i.e., the sum of FOUR HUNDRED THOUSAND DOLLARS (US\$ 400,000.00) when nine (9) months have elapsed since institution of execution of this contract and after compliance with the following requirements: 1) Presentation of a written report containing an assessment of the program with the corresponding recommendations for the second year; 2) Presentation to the full satisfaction of the FOUNDATION of the results of the public opinion polls taken in the United States of America. PARAGRAPH ONE: For the term of the second year, the parties shall arrange, before expiration of the first year and in writing, the form of payment and performance thereof. PARAGRAPH TWO: The payments referred to herein are conditioned on the Exchange Office's authorization of the corresponding drafts, after registration of these presents with said Office, and the same shall be subject to all withholdings and taxes due pursuant to legal regulations governing the matter in Colombia. FOUR.- AMENDMENT OF AMOUNT AND TERM OF CONTRACT: Any amendment of the amount or of the term of the present contract, should there be occasion therefor, shall first be agreed on by the parties and may

be made while the present contract is in effect. FIVE.- AUTONOMY: In executing the present contract, the CONTRACTOR shall act freely and therefore shall assume all risks arising therefrom; consequently, the FOUNDATION acquires no labor liability of any kind vis-a-vis the CONTRACTOR or vis-a-vis workers that the latter may engage in furtherance of the contract. SIX.- GUARANTEES: To guarantee the commitments he assumes hereunder, the CONTRACTOR shall create in favor of the FOUNDATION, in an insurance company legally established in Colombia, within ninety (90) days following and counting from the date of signing hereof, the following guarantees: a) A policy guaranteeing performance of the commitments growing out of this contract, for an insured amount equivalent to fifteen per cent (15%) of the total amount thereof and having a life equal to the term of its operation plus three (3) months more. b) A policy guaranteeing correct handling and good investment of the advance stipulated in letter a) of Clause Three hereof, for an insured amount equivalent to one hundred per cent (100%) thereof, and having a life equal to six (6) months counting from the date of payment thereof; c) A policy guaranteeing the quality of the service hereunder, for an insured amount equivalent to twenty per cent (20%) of the total amount thereof and having a life equal to its term of operation plus three (3) months more. PARAGRAPH.- RESTORATION OF THE AMOUNT OF THE GUARANTEES: The CONTRACTOR undertakes to restore the amount of the guarantees stipulated or to extend their lives, as the case may be, when occasion demands because of increase in the amount of

the contract or due to extension thereof. SEVEN.- ASSIGNMENT: The CONTRACTOR may not assign, in whole or in part, the present contract to any individual or company without prior authorization in writing from the FOUNDATION. EIGHT.- SPECIAL OBLIGATION: The CONTRACTOR, for execution of this contract, in addition to the obligations contained in other parts thereof and in the law, undertakes especially: 1) To engage the personnel most qualified and competent to carry out the specialized activities that optimum performance of this contract requires; 2) To submit reports to the FOUNDATION every three (3) months concerning the conditions in which execution hereof is being carried out. NINE.- DOMICILE: For all contractual purposes arising under these presents, the parties stipulate as domicile the city of Bogota, D.E., and for execution, performance and interpretation thereof shall in every case abide by the laws of the Republic of Colombia and the jurisdiction of its courts. TEN.- ARBITRATION: Any disputes which may arise in relation to the present contract shall be settled by a Court of Arbitration made up of three (3) arbiters, unless the parties agree in each case to submit the decision to a single arbiter. Appointment of the arbiters or arbiter, as the case may be, shall be made by the parties by mutual agreement and in the absence of consensus shall be appointed by the President of the Chamber of Commerce of Bogota upon request of one of the parties. Award shall be duly made according to Colombian law and the arbiters shall be Colombian citizens and licensed attorneys at law. The sum required for operation of the court may be put up by

either of the parties, but the one who loses shall be sentenced to pay all court expenses. The domicile of the court shall be the city of Bogota, D.E. ELEVEN.- WAIVER OF DIPLOMATIC PROTEST: THE CONTRACTOR expressly waives filing of any type of diplomatic protest as concerns the obligations and rights arising hereunder, except in case of denial of justice. It is understood that denial of justice does not exist when the CONTRACTOR has had the benefit of the appeals and means of action that he may exercise according to Colombian laws and the provisions herein. TWELVE.- COSTS OF LEGALIZATION: Taxes arising in virtue of this contract for purposes of legalization thereof shall be payable share and share alike by the contracting parties. In witness whereof, signed in original and two copies of like tenor in the city of Bogota, D.E. this 4th day of February 1988.

[signature]

THE FOUNDATION

[signature]

THE CONTRACTOR

[signature]

RICHARD G. SOLANO
Notary Public, State of New York
No. 41-4602210
Qualified in Queens County
My Comm. Expires Mar. 31, 1988

CONSULATE GENERAL OF COLOMBIA
New York

11665

Date Feb. 12, 1988

[revenue
stamp]

The Consul General of Colombia CERTIFIES that
Mr. Richard G. Solano,
who notarizes the attached document,
on the date shown was legally performing
the functions of Notary Public of N.Y.
and that the signature and seal appearing
on the document appear to be his and are
those that he uses and is wont to use in
the performance of his official duties.

[signature]
ALBERTO DURAN VELEZ
Vice Consul

[seals:]
Consulate General
of Colombia
New York

The Consulate assumes no responsibility of any kind for
the contents of the annexed documents.

Form DE-LE-Rev. 10-86