

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

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. The filing of this document is required by 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 this 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 .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, 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 Glover Park Group, LLC	2. Registration No. 5666
3. Name of Foreign Principal ProExport Colombia	

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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 Glover Park Group, LLC will provide government affairs and lobbying services to ProExport Colombia (Colombian Government Trade Bureau) to assist in the passing of the Trade Promotion Agreement between the United States and the Republic of Colombia.

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

The Glover Park Group, LLC will assist ProExport Colombia (Colombian Government Trade Bureau) in developing and implementing a government affairs and lobbying program to include establishing communications with policymakers and monitoring and reporting on legislation and executive branch activities which may affect the development and passage of the Trade Promotion Agreement between the United States and the Republic of Colombia.

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.

The Glover Park Group, LLC will assist ProExport Colombia (Colombian Government Trade Bureau) in developing and implementing a government affairs and lobbying program to include establishing communications with policymakers and monitoring and reporting on legislation and executive branch activities which may affect the development and passage of the Trade Promotion Agreement between the United States and the Republic of Colombia.

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Date of Exhibit B
March 4, 2009

Name and Title
Joel Johnson, Managing Director

Signature

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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.



ADDENDUM No 2. TO CONSULTANCY CONTRACT No. 055-2008 ENTERED BETWEEN FIDUCOLDEX – PROEXPORT COLOMBIA AND THE GLOVER PARK GROUP.

RICARDO VALLEJO MORENO, of legal age, resident in Bogotá D.C., identified with Colombian citizenship card number 19.124.028 issued in Bogotá, acting in his capacity as substitute of the legal representative of **FIDUCIARIA COLOMBIANA DE COMERCIO EXTERIOR S.A. FIDUCOLDEX**, in charge of managing PROEXPORT COLOMBIA'S Exports Promotion Trust, organized under a commercial trust contract recorded in the Public Deed No. 8851 dated November 5th of 1992, before Notary First of the Bogotá Circuit and therefore committing only and exclusively the net worth of aforementioned trust fund, hereinafter **PROEXPORT**, and on the other hand, **CARL A. SMITH JR.**, of legal age, resident in the United States of America, who acts on behalf and representation of **THE GLOVER PARK GROUP**, a foreign corporation, registered in the United States of America, hereinafter **GLOVER PARK**, have agreed to subscribe this Amendment to Consultancy Contract No 055/2008, which will be governed by the clauses hereunder, upon the following whereas clauses,

ONE: For PROEXPORT it is of vital importance the effective approval of the Trade Promotion Agreement with the United States, in the extent that the goals of the country in matter of economic growth and improvement of life conditions for its population are based greatly in the opening of markets for the entrance of our exportable supply of goods and services, and the flows of productive investment in Colombia.

TWO: GLOVER PARK and PROEXPORT executed the consultancy contract No 055/2008 on March 12th of 2008, to provide Colombia with a strategy directed to support the ongoing efforts to promote favorable consideration in the Congress of the United States of America of the TPA (Trade Promotion Agreement) between this country and the Republic of Colombia.

THREE: Based on the foregoing, PROEXPORT deems necessary, to implement the strategy proposed by GLOVER PARK to endorse comprehensive government relations objectives, working closely with Colombian Government in Washington D.C. and in Colombia.

FOUR: GLOVER PARK, has performed the contract in compliance with the obligations set forth under clause two thereof. Furthermore, PROEXPORT has fully complied with all its obligations under the contract.

FIVE: GLOVER PARK and PROEXPORT agrees to extend the term of the principal Agreement for two (2) months more, this is until February 28th of 2009.

SIX: This addendum No. 1 is intended to only modify the fourth and fifth clauses of the signed contract. None of the remaining contract clauses shall be affected by this document.

CLAUSES

TERMS AND CONDITIONS

ONE: This addendum No. 2 shall automatically modify the fourth clause of the contract No 055/2008. Herein after:

4. TERM OF ENGAGEMENT

The term of this agreement will expire on February 28th of 2009. The contract may be renewed or amended by agreement between the parties.

TWO: This addendum No. 2 shall automatically modify the five clause of the contract No 055/2008. Herein after:

5. FEES AND EXPENSES

In consideration for professional services provide by the FIRM, PROEXPORT agrees to pay a monthly fee of TWENTY THOUSAND AMERICAN DOLLARS (US \$20.000) including all reasonable out-of-pocket expenses (telephone, facsimile transmissions, reproductions of documents, local transportation, etc).

The FIRM will deliver to PROEXPORT a monthly bill for the amount of TWENTY THOUSAND AMERICAN DOLLARS (US \$20.000) by the first (1st) day of each month. PROEXPORT will pay the bills within thirty (30) days upon receipt thereof.

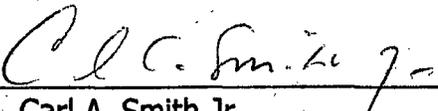
The FIRM will submit a monthly report of activities to PROEXPORT. The monthly reports have to contain the descriptions of THE FIRM'S activities related with this agreement, including the dates and meetings done each month.

DB

THREE: All other provisions contained in the main contract and not referred to herein, remain unchanged regarding both their scope and effectiveness.

In witness the parties set their hand in the cities of Washington and D,C and Bogotá D.C, in the month of December, 2008 in two copies in English language, each of the copies being identical.

THE GLOVER PARK GROUP

By: 
Carl A. Smith Jr.

Date 12/23/08

PROEXPORT

By: 
Ricardo Vallejo Moreno

Date 23 DIC. 2008

Handwritten initials: RB, 87, CP

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