

AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.

ATTORNEYS AT LAW

A REGISTERED LIMITED LIABILITY PARTNERSHIP  
INCLUDING PROFESSIONAL CORPORATIONS

1333 NEW HAMPSHIRE AVENUE, N.W.

SUITE 400

WASHINGTON, D.C. 20036

(202) 887-4000

FAX (202) 887-4288

www.akingump.com

AUSTIN  
BRUSSELS  
DALLAS  
HOUSTON  
LONDON  
LOS ANGELES  
MOSCOW  
NEW YORK  
PHILADELPHIA  
SAN ANTONIO  
WASHINGTON, D.C.

WRITER'S DIRECT DIAL NUMBER (202) 887-  
4235

WRITER'S E-MAIL ADDRESS dgeanacopoulos@akingump.com

January 12, 1999

*Republic of Colombia / Gen.*

Mr. Enrique Camacho, President  
Instituto de Fomento Industrial, S.A.  
Santa Fe de Bogota, DC  
Colombia

Dear Mr. Camacho:

This letter will serve as an agreement between our firm ("Akin Gump") and the Instituto de Fomento Industrial, SA ("IFI") regarding our representation of the Republic of Colombia in the United States of America and, particularly, Washington, DC.

**Scope of Services:** Akin Gump agrees to advise and represent Colombia on legislative and policy matters to be identified in consultation with, and under the instruction of, the Ambassador, and the Embassy of Colombia. We will assist Colombia in its dealings with Congress, the Executive Branch and relevant outside organizations, including private and public entities, corporations, etc. Our services will include strategic advice, monitoring, direct representation and assistance with the development and implementation of advocacy plans designed to promote Colombia's objectives in Washington and the United States of America.

**Staffing:** Akin Gump will make available members of the firm whose skill and experience are needed to achieve Colombia's objectives. The primary team assigned to this representation will include David Geanacopoulos, Barney J. Skladany, Steven Ross, Charles W. Johnson, IV and Rob Joyce. Other members of the firm will be utilized as needed. Whenever Akin, Gump arranges a meeting with any member of the US Administration, Congress or any other government official, the Embassy will be notified by Akin Gump in advance in order to receive instructions for each specific meeting. David Geanacopoulos will manage the firm's representation and will serve as principal point of contact with Colombia.

**Reporting:** For each activity undertaken by Akin Gump in representation of Colombia, a complete written report describing the substance of the activity shall be furnished to the Ambassador.

Mr. Enrique Gomez.

January 12, 1999

Page 2

**Fees and Billing:** IFI agrees to pay Akin Gump a monthly fee of \$20,000 plus expenses. We will bill our normal hourly rates against this monthly fee. Should the level of effort demanded by Colombia exceed the monthly fees, we will notify you and the Embassy and request authorization to perform and bill for additional services on an hourly basis. The billing rates for attorneys on our case team are set forth below:

David Geanacopoulos	\$325/hour
Barney Skladany	\$350/hour
Steven Ross	\$350/hour
Charles Johnson	\$150/hour
Rob Joyce	\$135/hour

*\$20,000  
Retainer*

We will provide you with a monthly statement of services carried out, the attorney, and the time spent on the activity are payable within 30 days of approval. Expenses will be

**Compliance with Registration Laws:** Akin Gump will register with the Republic of Colombia pursuant to the Foreign Agents Reg.

**Duration of Agreement:** This agreement shall be effective from December 31, 1999. This agreement may be terminated at any time by either party. However, Akin Gump shall complete any assignment ongoing at the time of termination, unless IFI agrees otherwise. In the event of termination of this agreement before the end of any month, IFI agrees to pay for services performed during that month on an hourly basis.

We look forward to a productive and rewarding collaboration with you and your colleagues at the Embassy. If the foregoing terms are acceptable to you, please sign this letter in the space below and return it to me. Thank you.

Sincerely,

*David Geanacopoulos*  
David Geanacopoulos

Accepted By  
Enrique Camacho