

U.S. Department of Justice
Washington, DC 20530

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. 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. 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.

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 Johnson, Madigan, Peck, Boland & Stewart, Inc.	2. Registration No. 5776
3. Name of Foreign Principal ProExport Colombia	

RECEIVED
CRIMINAL DIVISION
U.S. DEPARTMENT OF JUSTICE
MAY 11 1998

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.

Johnson, Madigan, Peck, Boland & Stewart, Inc. has been retained to provide government affairs and lobbying services to ProExport Colombia (Colombian Government Trade Bureau) to assist in the passing of a free trade agreement.

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

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.

2007 DEC 20 21:11:11
COMMISSIONER REGISTRATION UNIT

Date of Exhibit B	Name and Title	Signature
12/19/06	Jeffrey J. Peck, President	

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.

AGREEMENT No. 230/2006

This is an agreement by and between ~~PELTON MADIGAN~~ and _____, on behalf of Johnson, Madigan, Peck, Boland & Stewart, Inc (hereinafter "the Firm"), and Luis Guillermo Plata, on behalf of FIDUCIARIA COLOMBIANA DE COMERCIO EXTERIOR S.A. FIDUCOLDEX, a trust company that administers the EXPORT PROMOTION TRUST FUND (hereinafter called "PROEXPORT"). The parties hereto agree as follows:

1. OBJECTIVE

The objective of this consultancy is to provide Colombia with an strategy directed to build support in the Congress of the United States of America for the approval of the TPA (Trade Promotion Agreement) between this country and the Republic of Colombia, and the temporary renewal of the ATPDEA Preferences which will expire on December 31st, as further outlined in this proposal. It also includes the implementation of such designed strategy.

For PROEXPORT COLOMBIA it is of vital importance both the renewal of the ATPDEA Preferences and 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.

2. THE CONSULTANCY

The elements of the consultancy and the obligations of the Firm are set forth below:

- Identify the public opinion in relation to the temporary renewal of the ATPDEA preferences and the approval of the TPA in the United States Congress, and specially the groups that are interested in using their influence in favor or against them.
- Identify the significant issues (positive or negative) to everyone involved in the decision making process.
- Based on a carefully elaborated diagnostic, and bearing in mind that Colombia's main objective is the implementation of the TPA, propose to the Colombian Government a comprehensive government relations strategy aimed at the temporary renewal of the ATPDEA preferences and the approval of the TPA in the United States Congress as soon as possible.
- Identify within the press, the Congress, the academy, business leaders and in general the United States society, speakers and leaders that can help the Government of Colombia transmit its arguments and priorities in relation to the ATPDEA and the TPA.

- Implement the strategy for the above objectives, working closely with Colombian Government teams in Washington DC and in Colombia. This includes the necessary contacts and actions to promote support for the temporary renewal of the ATPDEA Preferences and the approval of the TPA in the Congress of the United States.

The firm shall register and take whatever other actions that may be necessary or appropriate under the laws of the federal government to fulfill its duties under this agreement.

3. CONFIDENTIALITY

All information provided by Proexport or other agencies of the Colombian Government to the Firm is confidential and proprietary to Proexport and shall not be disclosed to any third party by the Firm without the prior written consent of Proexport.

4. TERM OF ENGAGEMENT

The term of this agreement will be for 50 days from the date the contract is signed. The contract may be renewed or amended upon agreement of the parties.

5. FEES AND EXPENSES

In consideration for professional services provided by the Firm, Proexport agrees to pay the amount of US \$51,000 for the term of the agreement, including all reasonable out-of-pocket expenses (telephone, facsimile transmission, reproduction of documents, local transportation, etc.)

The Firm will deliver to Proexport a bill for the amount of US\$ 26,000 on the tenth day of the contract, and another bill for US\$ 25,000 on the thirtieth day of the contract. Proexport will pay the bills within thirty days upon receipt thereof.

6. REPORTS

The Firm will submit at the end of term of the agreement a report of the activities performed for PROEXPORT. The report will be addressed to the Colombian Minister of Trade, Industry and Tourism, the Colombian Ambassador before the United States of America, and the President of Proexport, and delivered to the Director of the Colombian Government Trade Bureau, who will be responsible for sending it to PROEXPORT.

7. TERMINATION

Either the Firm or Proexport may terminate the agreement at any time for any reason by thirty (30) days written notice, including facsimile transmission, subject on the Firm's part to applicable rules of professional responsibility. If terminated prior to the end of the term of the agreement, only the proportional part of the fees will be paid. In the event that the Firm

terminates the engagement, the Firm will take such steps as are reasonably practicable to protect Proexport's interests in the above matter.

8. CONFLICTS OF INTEREST

The firm will not undertake any new consultancy that will adversely affect the firm's consultancy of PROEXPORT, the Embassy of Colombia and the Colombian Government Trade Bureau, and will not undertake any new consultancy on matters related to the ATPDEA or the Colombia - USA TPA.

9. GENERAL PROVISIONS

This agreement may not be assigned wholly or partly, nor may the Firm contract outside advisers to the firm without the prior written authorization or approval of Proexport.

10. GOVERNING LAW

This agreement will be subject to the applicable rules of the District of Columbia.

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

JOHNSON, MADIGAN, PECK, BOLAND & STEWART, Inc

By: [Signature] _____ Date Nov 7, 2006

By: _____ Date _____

PROEXPORT
By: [Signature] _____ Date _____
Luis Guillermo Plata
President

2006 DEC 20 10:11:11
CONTRATOS PROEXPORT 2006
JMPB&S.230. TLC