

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	

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COMM/ISS/REGISTRATION UNIT

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. will assist ProExport Colombia (Colombian Government Trade Bureau) in developing and implementing a government relations and lobbying program to include establishing communications with policymakers and monitoring and reporting on legislation and executive branch activities which may effect the development and passage of a free trade agreement, as well as seek appropriations for the Government of Colombia.

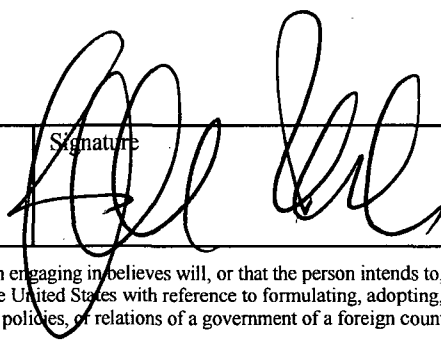
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Johnson, Madigan, Peck, Boland & Stewart, Inc. will assist ProExport Colombia (Colombian Government Trade Bureau) in developing and implementing a government relations and lobbying program to include establishing communications with policymakers and monitoring and reporting on legislation and executive branch activities which may effect the development and passage of a free trade agreement, as well as seek appropriations for the Government 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.

Johnson, Madigan, Peck, Boland & Stewart, Inc. will assist ProExport Colombia (Colombian Government Trade Bureau) in developing and implementing a government relations and lobbying program to include establishing communications with policymakers and monitoring and reporting on legislation and executive branch activities which may effect the development and passage of a free trade agreement, as well as seek appropriations for the Government of Colombia.

Date of Exhibit B 2/20/09	Name and Title Jeffrey J. Peck, Partner	Signature 
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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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.



**ADDENDUM No.5 BETWEEN FIDUCOLDEX – PROEXPORT COLOMBIA AND
JOHNSON, MADIGAN PECK, BOLAND & STEWARD INC.**

AGREEMENT No.230/2006

The undersign, **RICARDO VALLEJO MORENO**, of legal age, resident in Bogotá D.C., identified with Colombian citizenship card number [REDACTED] 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 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 **PETER THOMAS MADIGAN**, of legal age, U.S. resident, identified by American passport No.160029736, who acts on behalf and representation of **JOHNSON, MADIGAN PECK, BOLAND & STEWARD INC**, a foreign corporation, registered in the District of Columbia, hereinafter **THE FIRM**, have agreed to enter into this Addendum of contract described in clauses inserted below, prior the following whereas;

1. **PROEXPORT'S** functions partially consist in promoting foreign investment in furtherance of decree 4327 of 2004.
2. Based on the foregoing, **PROEXPORT** has been developing certain foreign investment and country competitiveness improvement strategies, endeavouring to additionally build a favourable investment environment for potential investors in our country by means of establishing a clear line of communication with the United States Embassy and with the business community.
3. **PROEXPORT** deems necessary, to extend the agreement with **THE FIRM** with the purpose of continue with the process of implementing an efficient investment promotion strategy of our country by promoting the establishment of clear lines of communication with the US Embassy, the business community, working with the Administration to secure passage of ATPA (Andean Trade Preference Act), working with allies on Capitol Hill to secure passage of ATPA.
4. By this addendum **PROEXPORT** confirms to extend until February 27th of 2009, the agreement made on November 2nd of 2006, and pay monthly the amount of US\$20.000, for charges originated by this agreement.

CLAUSES

ONE: PROEXPORT and **THE FIRM** agrees to extend the term of the principal Agreement for two (2) months more, until February 27th of 2009.

Handwritten initials



TWO: Charges and Payment Terms.- **PROEXPORT** Agrees to pay monthly to **THE FIRM** the amount of US \$20.000 including all reasonable out-of-pocket expenses (i.e., telephone, fax, documents, reproductions and local transport) for the term of the agreement.

THE FIRM will submit a monthly invoice of US \$ 20.000 within the first day of the month, which **PROEXPORT** will pay within thirty (30) days upon receipt thereof; in addition, **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.

THREE: All other terms of the Agreement 230/2006 and Addendum No.1; remain unchanged.

In witness the parties set their hand in the cities of Washington and Bogotá, at the 26 days of the month of December, 2008. In two identical copies in the english language.

A handwritten signature in black ink, appearing to read "Ricardo Vallejo Moreno".

RICARDO VALLEJO MORENO
PROEXPORT

Handwritten initials "RV" and "cp" in black ink.

A handwritten signature in black ink, appearing to read "Peter Thomas Madigan".

PETER THOMAS MADIGAN
JOHNSON, MADIGAN PECK, BOLAND
& STEWARD INC.