AGREEMENT

This is an agreement by and between the undersigned, David Geanacopoulos, who acts on behalf and in representation of the firm Akin, Gump, Strauss, Hauer & Feld LL.P. (hereinafter "Akin Gump"), on the one hand, and Orlando Sardi who acts on behalf and in representation of FIDUCIARIA COLOMBIANA DE COMERCIO EXTERIOR S.A. FIDUCOLDEX, trust company that administers the EXPORT PROMOTION TRUST FUND (hereinafter called PROEXPORT), for the representation of the Republic of Colombia regarding Colombia-US relations.

PURPOSE

The purpose of this representation is to provide Colombia with comprehensive representation in the area of legislative and policy matters, including general policy, Plan Colombia, trade and economic relations, and to provide advice and consultation, as well as representation, in its dealing with Congress, the Executive Branch and relevant outside organizations, including private and public entities, corporations, etc

The representation will cover an effort to include Colombia in CBI parity legislation, and to achieve an extension and improvement of the ATPA. The representation will also cover other trade and economic legislation and U.S government regulations of interest to Colombia such as accession to NAFTA, and FTAA negotiations.

In addition, a long-term goal is to strengthen Colombia's relations with the U.S. private sector, with a view to enhanced trade with, and investment in Colombia.

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THE REPRESENTATION

The elements of the representation and the obligations of Akin Gump are set forth below:

LEGAL, ECONOMIC AND POLITICAL ADVICE AND CONSULTATION

Akin Gump will provide legal, economic and political advice and consultation with regard to relevant developments and problems in relations between the United States and Colombia. It will provide assistance in developing positions and make recommendations on strategies and tactics. Akin Gump will consult and assist in any negotiations, as well as in other consultations with regard to presentations and inquiries related to the political and economic field, as requested.

REPRESENTATION ACTIVITY

As appropriate, and after consultation with PROEXPORT, the Ministry and the Embassy, Akin Gump will make representations on behalf of Colombia to the U.S. Congress, particularly to the relevant committees, to the Administration, State, USTR, Commerce, Treasury and Agriculture departments, and to the National Economic Council and the National Security Council. Akin Gump will assist in drafting diplomatic

representations, speeches, graphic presentations , press releases and other documents related to trade and investment at the request of the above mentioned Colombian authorities.

U.S. AND COLOMBIA PRIVATE SECTOR

Akin Gump will work with the private sector in the United States, particularly investors in Colombia, together with the leading business organizations in the United States, to engender support for Colombia's goals. Akin Gump will also provide assistance to the Government of Colombia in the organization and development of business meetings between U.S. and Colombian private sectors with shared interests, as well as with focused meetings and presentations to U.S. private sectors that are necessary for achieving Colombian goals with regard to trade and investment, CBI parity, FTAA negotiations, ATPA extension and accession to the North American Free Trade Agreement.

LIAISONS AND COORDINATION

Akin Gump will maintain liaison and coordinate with all other instrumentalities working on Colombia's behalf including the Embassy and the Colombian Government Trade Bureau on behalf of the Foreign Trade Ministry in Washington. All reports and any other written communication pursuant to this agreement will be copied to the Colombian Ambassador in Washington.

Akin Gump will meet with the Ambassador of Colombia to the United States, and with other advisors that the Government of Colombia may have, periodically to review the situation in the U.S. with regard to Colombian affairs, to review activities under this agreement, to decide upon future activities, to receive instruction and to discuss other matters relevant to the performance of this agreement. Akin Gump will also meet with the Colombian Government Trade Bureau in Washington, which acts on behalf of the Foreign Trade Ministry, for the same purposes listed above.

Akin Gump is prepared to consult with Colombian officials and render advice in Colombia, if requested.

STAFFING

Akin Gump will make available members of the firm whose skills and experience are needed to achieve Colombia's objectives. The primary team assigned to this representation will include David Geanacopoulos, Barney J. Skladany and Rob Joyce. Other members of the firm will be utilized as needed. David Geanacopoulos will manage the firm's representation and will serve as principal point of contact with Colombia.

CONFIDENTIALITY

Akin Gump is required to preserve the confidences and secrets of the Colombian Government. This professional obligation and the legal privilege for attorney-client communications exist to encourage complete communication between Akin Gump and the representatives of the Government of Colombia.

TERM:

The term of this agreement will be one year counted from January 1st, 2000, through December 31st, 2000, when it may be renewed or amended upon agreement of the parties.

FEES AND BILLING:

Akin Gump will be compensated at the rate of $30,000 per month the first 10 months, $27,000 the 11th month and $25,000 the twelfth month plus all reasonable out of-pocket expenses, including but not limited to telephone, facsimile transmission, reproduction of documents, local transportation, transportation outside of Washington, D.C., including transportation outside of the United States (but only with the express authorization, in writing, of the Director of the Colombian Government Trade Bureau in Washington), incidental expenses of travel and all other out-of-pocket expenses expressly accepted by the Director of the Colombian Government Trade Bureau in Washington. PROEXPORT will be billed for actual out-of-pocket expenses at cost and will not be billed for overhead or similar non-direct expenses. All reasonable out of pocket expenses shall not exceed $ 1,500 per month and shall be fully supported and explained in detail each month.

PAYMENT

Payment shall be made monthly upon the rendering and acceptance of a statement of fees and expenses.

TERMINATION

Either party to this agreement may terminate this agreement upon thirty (30) days notice in writing, including facsimile transmission. If terminated prior to the end of the term of the agreement, only those fees and expenses accrued up to the month of the termination will be paid.

COMPLIANCE WITH REGISTRATION LAWS:

Akin Gump shall register as a foreign agent representing the Republic of Colombia pursuant to the Foreign Agents Registration Act.

GENERAL PROVISIONS

This agreement may not be assigned wholly or partly, nor may Akin Gump contract professional or foreign advisers to the firm without the prior written authorization or approval of the Director of the Colombian Government Trade Bureau in Washington.

IN WITNESS THEREOF, Akin Gump and PROEXPORT have affixed their signatures hereto, on this day of 2000. This Agreement is executed in three copies in the English language, each copy being identical.

BY:

ORLANDO SARDI
PROEXPORT-COLOMBIA

DAVID GEANACOPOULOS
AKIN GUMP

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