U.S. Department of Justice
Washington, DC 20530

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

OMB NO. 1124-0004

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	2. Registration No.
The Glover Park Group LLC	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	Name and Title	Signature
6/6/08	Susan Brophy, Partner	

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 BETWEEN FIDUCOLDEX – PROEXPORT COLOMBIA AND THE GLOVER PARK GROUP

055-2008

RICARDO VALLEJO MORENO, of legal age, resident in Bogotá D.C., identify by 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 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,** 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 Stated of America, have agreed to enter into this contract described in clauses inserted below;

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1. **OBJECTIVE.**

The objective of this consultancy is to provide Colombia with a strategy directed to support the ongoing efforts to promote favourable consideration in the Congress of the United States of America about the TPA (Trade Promotion Agreement) between this country and the Republic of Colombia. It also includes the implementation of such designed strategy. These objectives are, also, according to the proposal presented by the FIRM in order to be selected.

For PROEXPORT it is of vital importance the effective approval of the TPA (Trade promotion Agreement) with the United States of America, 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 of the entrance of the 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:

a. Identify the most significant elements that members of the United States Congress, and particularly of the Democratic Party, will bear in mind to determine their stand on the TPA (Trade Promotion Agreement).
b. Based on a carefully elaborated diagnostic, propose to the Colombian Government a comprehensive government relations strategy to reach out for broader support for the approval of the TPA (Trade Promotion Agreement) in the United States Congress.
c. Identify within the press, the Congress, the academy, business leaders and in general in the United States society, speakers and leaders that can help the government of Colombia to transmit its arguments and priorities in relation to the TPA (Trade Promotion Agreement).

d. Implement the strategy for the above objective, working closely with Colombian Government teams in Washington D.C. and in Colombia. This includes the necessary contacts and actions to promote support for the approval of the TPA (Trade Promotion Agreement) 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 fulfil 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 contract will be for five (5) months beginning on march 12th, 2008. The contract will 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 a monthly fee of FORTY THOUSAND DOLLARS (US $40.000), including all reasonable out-off pocket expenses (telephone, facsimile transmissions, reproductions of documents, local transportation, etc.).

The FIRM will be deliver to PROEXPORT a monthly bill for the amount of FORTY THOUSAND DOLLARS (US $40.000) by the first (1st) day of each month. PROEXPORT will pay the bills within thirty (30) days upon receipt thereof.

6. **REPORTS**

The FIRM will submit at the end of the 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 Government, the President of PROEXPORT and delivered to the Director of 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 prior 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 agreement, 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, Embassy of Colombia and the Colombian Government Trade Bureau, and will not undertake any new consultancy on matters related to the Colombia – United States TPA (Trade Promotion Agreement).

9. **GENERAL PROVISIONS**

This agreement may not be assigned wholly or partly, nor may the FIRM contract out side 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 (USA).

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11. **TAXES**

All the taxes that may be generated with the signature of this contract will be held by PROEXPORT, in the terms of the governing law that is subject to this agreement.

In witness of thereof, the FIRM and PROEXPORT have affixed their signatures hereto. This contract is executed in three copies in the English language, each copy being identical.

CARL A. SMITH
THE GLOVER PARK GROUP
Date: 5/26/08

RICARDO VALLEJO MORENO
PROEXPORT
Date: _____