

U.S. Department of Justice
 Washington, DC 20530

**Exhibit A to Registration Statement
 Pursuant to the Foreign Agents Registration Act of
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

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: <https://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: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 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, Counterintelligence and Export Control 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 and Address of Registrant		2. Registration No.	
Arnold & Porter Kaye Scholer LLP, 601 Massachusetts Avenue, NW, Washington, DC 20001-3743		1750	
3. Name of Foreign Principal		4. Principal Address of Foreign Principal	
Republic of Honduras		Barrio El Jazmin Ave. Cervantes frente a Quinchon León Tegucigalpa M.D.C., Honduras, C.A.	

5. Indicate whether your foreign principal is one of the following:

Government of a foreign country¹

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
 Secretariat of Finance

b) Name and title of official with whom registrant deals
 Rocío Izabel Tábora Morales, Secretaria de Finanzas

7. If the foreign principal is a foreign political party, state:

a) Principal address
 N/A

b) Name and title of official with whom registrant deals N/A

c) Principal aim N/A

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal Yes No

Owned by a foreign government, foreign political party, or other foreign principal Yes No

Directed by a foreign government, foreign political party, or other foreign principal Yes No

Controlled by a foreign government, foreign political party, or other foreign principal Yes No

Financed by a foreign government, foreign political party, or other foreign principal Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*


N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
Sept. 23, 2019	Dorothy Ames Jeffren, Partner	

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. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for 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 the 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: <https://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: <https://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, Counterintelligence and Export Control 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.
Arnold & Porter Kaye Scholer LLP	1750

3. Name of Foreign Principal

Republic of Honduras

Check Appropriate Box:

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 registrant has been retained by the foreign principal to provide legal services to it in connection with an international capital markets transaction. A copy of the retainer letter dated August 8, 2019, and accepted and agreed to on August 27, 2019 is attached. The foreign principal requested the registrant to undertake activities described in response to question 9 as of September 19, 2019. The foreign principal will pay the registrant on an hourly fee basis and provide reimbursement for expenses. There is a fee cap for work performed up to November 30, 2019; the cap applies to all work, including both registrable and non-registrable activity.

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

The registrant will provide advice to the foreign principal concerning U.S. securities and banking law in connection with financing in the international market and related due diligence.


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 registrant may engage in political activities on behalf of the foreign principal, including making contact with U.S. officials in connection with due diligence for financing in the international market, including with respect to U.S. economic and technical assistance to Honduras, and matters affecting U.S.-Honduran relations.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
Sept. 23, 2019	Dorothy Ames Jeffress, 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.

Arnold & Porter

E. Whitney Debevoise
+1 202.942.5042 Direct
Whitney.Debevoise@arnoldporter.com

August 8, 2019

Mrs. Rocío Tábora
Secretaria de Finanzas
Barrio El Jazmin
Ave. Cervantes frente a Quinchon León
Tegucigalpa M.D.C.
Honduras, C.A.

Dear Mrs. Tábora:

We are very pleased that the Republic of Honduras, acting through the Secretaría de Finanzas (the "Republic") has engaged Arnold & Porter Kaye Scholer LLP, a Delaware limited liability partnership ("Arnold & Porter" or the "Firm"), to provide legal services to it in connection with an international capital markets transaction, including a possible new issuance and a possible cash tender. The purpose of this letter is to set forth our mutual understanding as to the basis on which we will represent you with respect to this matter and such additional matters as we may mutually agree.

1. Fee Calculation. Arnold & Porter will charge the Republic for professional services based on the time we spend on your matters. The hourly rates for the attorneys anticipated to work on your matters are attached. If it becomes necessary to substitute other attorneys or legal assistants, we will advise you of each such person's hourly rate. You should be aware that our billing rates are reviewed at least annually, usually in January of each year, and may be modified prospectively to reflect changes in our cost structure (including those related to changes in seniority levels), market conditions, and such other factors as the Firm deems appropriate. Notwithstanding the foregoing, the professional fees incurred for this matter through the date of November 30, 2019, shall be limited to U.S.\$475,000.00, and the professional fees beyond November 30, 2019, on this matter shall be billed at the hourly rates indicated herein.

You should know that we cannot make any promises or guarantees to you concerning the outcome of the matter for which you have retained us and nothing in the this engagement letter shall be construed as such a promise or guarantee. If the matter does not go forward or reach a successful conclusion for any reason, the Republic is still directly responsible for all fees and disbursements charged by the Firm in the representation. Additionally, your obligation to pay our fees and disbursements will not be affected by any agreement that you may have with another party to pay your legal fees and costs or any failure of that party to comply with that agreement.

Arnold & Porter Kaye Scholer LLP
801 Massachusetts Ave, NW | Washington, DC 20001-3743 | www.arnoldporter.com



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2. Reimbursement for Expenses. In performing this engagement, we may make disbursements and incur internal charges on your behalf. These are likely to include disbursements or charges for such items as travel and transportation expenses (including subsistence expenses while on travel); express delivery and express postage charges; duplicating charges; expenses associated with overtime work; and any special computer, data processing, or similar expenses that are beyond the capacity of the Firm's existing system. We will bill you at cost for charges paid to third parties, and charges for internal services will be billed at the Firm's usual and customary rates for such services. Please note that we do not pay third party vendor invoices in excess of \$10,000 until we have received payment from you for such services. A schedule of our current charges for expenses is attached.

3. Statements for Fees and Expenses. On a regular basis, generally every month, the Firm will send you a statement covering our fee charges and expenses, providing such reasonable detail as you may require. All such statements are due and payable within thirty 30 days of receiving them. If our fees are not paid timely, the Firm reserves the right to terminate our services and withdraw from any matter, proceeding or case then pending, so long as our withdrawal can be accomplished in accordance with applicable Rules of Professional Responsibility. Except where prohibited, we shall have a lien on all of your documents, property, or money in our possession for the payment of all sums due to us from you under the terms of this engagement. The disadvantage of the lien to you is that, should we have a dispute over our fees and costs, it could delay your receipt of the funds that are in dispute. However, we ask for such a lien to protect our right to payment of our fees and costs, and should a dispute over our fees or costs arise, we will make every effort to resolve that dispute promptly. As a courtesy to the Republic, we may defer payment of our statements until closing of a new issuance and/or cash tender, but payment is in no way contingent on the issuance of any securities or of any cash tender or the closing of either.

Pursuant to Part 137 of the Rules of the Chief Administrator of the New York Courts, we advise all our clients that, if a dispute arises over our fees, and our representation has involved work by a New York attorney and a material amount of work in New York, the Republic may have the right to arbitration of this dispute.

4. Waiver of Future Conflicts. The Firm is a national and international law firm that represents a diverse array of individuals, companies and other entities. For example, the Firm represents many financial institutions in transactions, regulatory issues and litigation. We also represent multi-lateral financial institutions and sovereigns on a variety of matters. In addition, a summary of our current practice areas and the industries in which we represent clients can be found on our website at www.arnoldporter.com.



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Some of our current or future clients may have matters in conflict with the Republic or one or more of its companies, authorities or affiliated entities. Such matters could pose a variety of risks, direct or indirect, to the Republic's economic, legal, financial or other interests. So that we are not unnecessarily conflicted from representing you or our other clients, we routinely ask clients for advance waivers of conflicts of interest in matters distinct from the matters on which we represent them. Thus, by accepting this letter, you agree that we will not be disqualified by reason of our representation of you from representing any client with interests adverse to you in litigation, transactions or other matters that are not substantially related to the matters on which we have been retained by you. The Republic also acknowledges that with respect to information that the Firm acquires during the representation of other clients, neither the Republic nor any other person or entity will have any right or expectation of access to or use of such information. And, of course, we will similarly hold your information and secrets in confidence.

The occasion might arise for us to consult regarding our engagement for you with our own counsel — our General Counsel or other Firm lawyers — or with our own outside counsel at our expense. To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between the Firm and you as to such consultation. Accordingly, a condition of this engagement is that you consent to such consultation occurring, and waive any claim of conflict of interest based on such consultation. You also acknowledge that such communications are protected by our own attorney-client privilege from disclosure to you.

In addition, this letter will confirm our understanding that, unless we reach an explicit understanding to the contrary, we are being engaged by, and will represent, the Republic acting through the Secretaría de Finanzas and not any companies, authorities or affiliated entities.

5. Promotional Materials. You agree that the Firm may identify you as a client in the Firm's promotional materials, including its website, and may describe the general nature of the Firm's representation on your behalf. The Firm will not disclose any specific nonpublic matters in any promotional materials without your prior approval.

6. Conclusion of Our Representation. If, at any time we conclude that there are no active matters in which we are representing you, you will be considered a former, rather than a current client of the Firm, unless and until you ask us to perform additional services, and we agree to perform them.



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You are free, of course, to terminate our services at any time. In addition to the reasons described in Section 3, we reserve the same right so long as our withdrawal can be accomplished in accordance with applicable law.

7. Retention of Records. The Firm adopts policies from time to time concerning the retention or destruction of records relating to engagements by clients. When we complete a particular matter that you have assigned to us, we may destroy any records as we believe appropriate, absent a written agreement between us to the contrary. If we are required by applicable law to retain records for a particular period of time, the applicable law will supersede this general rule. In referring to records, we include electronic and 'hard copy' records.

* * * *

If you have any questions about the matters described above, please let us know. Once again, we appreciate the opportunity to work together.


Sincerely,

Whitney Debevoise C.P.
E. Whitney Debevoise

ACCEPTED AND AGREED TO:

REPUBLIC OF HONDURAS

By:


Sra. Rocío Isabel Táborá Morales
Secretaria de Finanzas

Date: 27. Agosto. 2019.

Attachment (Expenses Charged to Clients)

EXPENSES CHARGED TO CLIENTS
As of January 1, 2019

CHARGES PAID TO THIRD PARTIES		
<u>Disbursement Category</u>	<u>Standard Client Charge</u>	<u>Description</u>
Transportation Allowance	cost	Taxi, Parking or Subway charge for employees who work in excess of 2 hours overtime
Meal Allowance	cost	Meal reimbursement (not to exceed \$10 (\$20 - NY) for staff) for meals incurred by employees who work in excess of 2 hours overtime
Other Computer Research	cost	Excludes Lexis and Westlaw; includes Dun & Bradstreet, Courthouse News Service, etc.
Telephone	n/c	No charge
Travel	cost	Costs of airfare, travel agency fees, meals, lodging, etc.
Local Transportation	cost	Costs of taxis, subways, etc.
Local Meals	cost	Costs of meals not incurred on travel status
Outside Duplicating	cost	Costs of duplicating jobs sent to outside vendors
Equipment & Furniture Rental	cost	Only charged when preauthorized by client
Postage	n/c	No charge
Air Delivery Services	cost	Includes Federal Express, DHL, etc.
Meetings & Functions	cost	Costs of meals and beverages provided at meetings
Local Counsel/Outside Counsel	cost	Cost of local/outside counsel fees and disbursements
Arbitrators	cost	Costs of arbitration fees
Consulting Fees	cost	Costs of consultants, outside experts, etc.
Depositions & Transcripts	cost	Costs of depositions, transcripts, etc.
Filing Fees	cost	Costs of court and agency, filing fees
Litigation Support	cost	Costs of third-party case technology/e-discovery
Witness Fees	cost	Costs of witness fees



CHARGES FOR INTERNAL SERVICES

<u>Category</u>	<u>Standard Client Charge</u>
Lexis and Westlaw Computer Research	<p>Clients benefit from the Firm's favorable fee arrangements with Lexis and Westlaw.</p> <p>The Firm negotiates favorable rates for computerized Lexis and Westlaw research. The effective discount off the standard Lexis and Westlaw rates will, however, depend on actual usage. The Firm limits disbursements to the actual charges incurred on behalf of clients and applies discounts arising from the favorable negotiated rates.</p>
Litigation Support (or e-Discovery + Data Analytics)	<p>Data Hosting, Data Processing and Document Production: \$14.00 per GB per month</p> <ul style="list-style-type: none"> - Near-line Storage: \$2.00 per GB per month - Offline/Archive Storage: \$1.00 per GB per month <p>External Relativity User Fees: \$75.00 per month</p>
Duplicating	<p>\$0.10 per copy – Black & White \$0.75 per copy – Color</p> <p>Note: Pricing for individual duplicating jobs in excess of 25,000 prints may be individually negotiated</p>
Binding	No charge
Telecopy	No charge

