

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Baker & Daniels, 300 North Meridian Street, Indianapolis, Indiana 46204	2. Registration No. 4375
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3. Name of foreign principal The Government of Honduras, c/o Embassy of Honduras	4. Principal address of foreign principal 4301 Connecticut Avenue, N.W. Washington, D.C. 20016
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5. Indicate whether your foreign principal is one of the following type:

Foreign government

Foreign political party

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

Partnership

Corporation

Association

Individual—State his nationality _____

Committee

Voluntary group

Other (specify) _____

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

a) Branch or agency represented by the registrant. **Executive Branch, represented by the Ambassador of the Government of Honduras to the United States of America**

b) Name and title of official with whom registrant deals. **His Excellency Jorge Ramon Hernandez-Alcerro, Ambassador to the United States of America**

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

a) Principal address

b) Name and title of official with whom registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party, N/A

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

b) Is this foreign principal

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 whole 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 may 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

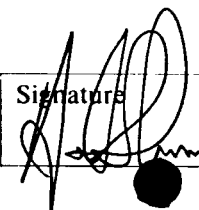
Date of Exhibit A

May 4, 1990

Name and Title

David L. Johnson, Partner,
Baker & Daniels

Signature



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. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant
Baker & Daniels

Name of Foreign Principal
The Government of Honduras

4375

Check Appropriate Boxes:

- 1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- 2. There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3. 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 the expenses, if any, to be received.

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4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will provide counsel, advice and assistance on legal, legislative, regulatory and financial matters with respect to the relations between the Government of Honduras and the United States and the Government of Honduras and various international and multilateral institutions and the Government of Honduras.

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

Registrant will provide counsel, advice and assistance on legal, legislative, regulatory and financial matters with respect to the relations between the Government of Honduras and the United States and the Government of Honduras and various international and multilateral institutions as the Government of Honduras.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
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.

It is anticipated that the Registrant's activities will constitute, from time to time, "political activities" under the Act on behalf of the Government of Honduras. Such activities, if any, will be reported on the Registrant's supplemental statements filed pursuant to the Act.

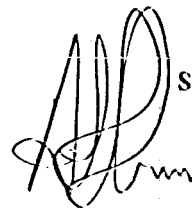
Date of Exhibit B

May 4, 1990

Name and Title

David Lawther Johnson,
Partner

Signature



¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other 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.

EMBAJADA DE HONDURAS

WASHINGTON, D.C.

Memo to: Baker & Daniels

Memo from: Jorge Hernandez-Alcerro
Ambassador of Honduras

Date: March 21, 1990

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1. I hereby offer, on behalf of the Government of Honduras, to the firm of Baker & Daniels ("the firm") a contract for professional services, subject to the following terms and conditions.

2. The Government of Honduras (GOH) wishes to secure legal, legislative, and regulatory advice on matters including but not limited to:

The securing of economic, military, and political relationships between Honduras and the United States;

Advancing the dealings and relationships between the Government of Honduras and the various multilateral lending institutions and other entities; and

The reform of Honduran economic, trade, and regulatory policy.

3. GOH also seeks to designate the firm as its exclusive representative in all legal or administrative proceedings that may occur in any American jurisdiction, and its exclusive legal representative in any commercial transaction involving any U.S. Governmental agency, American investor, or other U.S. participant and any agency or other entity under the control of the GOH.

4. GOH proposes the following schedule of fees for these services:

For all services enumerated in paragraph 2 above, an initial payment of \$11,250 upon joint signature of this agreement, and payments of \$11,250 on the first day of each subsequent month in which the agreement remains in force. All payments will be wire transferred to an account designated by Baker & Daniels.

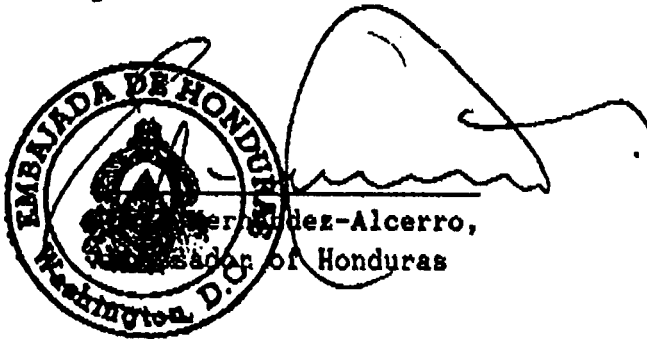
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For all services enumerated in paragraph 3 above, additional payments at the standard hourly rates applied by Baker & Daniels to other clients at the time such work is performed. GOH understands that, as of March 1, 1990, no such rate exceeds \$235.00 an hour for any partner of the firm, \$160.00 per hour for any associate, and \$105.00 for any paralegal.

GOH will reimburse necessary expenses of the firm upon submission of invoices and their approval by the Ambassador. Travel to and from Honduras by members of the firm will require pre-approval by the Ambassador.

This agreement shall remain in effect indefinitely, but is subject to cancellation at will by either party. GOH agrees that, should it act to cancel the agreement, it will immediately pay any outstanding fees due to the firm, plus one (1) month's fee of \$11,250.00.

Please indicate the firm's acceptance of these terms by the signature of a partner.



David R. Fruch
For Baker & Daniels

Date *March 27, 1990*

E *4/26/90*

Date