

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

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 .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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 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 FOLEY HOAG LLP 1875 K St. NW Suite 800 Washington, DC 20008		2. Registration No. 4776
3. Name of foreign principal Government of HONDURAS	4. Principal address of foreign principal Embassy of Honduras 3007 Tilden St. NW POD 4M Washington, DC 20008	

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

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (specify): \_\_\_\_\_
- Individual-State nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant.  
Embassy of Honduras
- b) Name and title of official with whom registrant deals.  
Ambassador ROBERTO FLORES BERMUDEZ

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.

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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

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

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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.

Date of Exhibit A 5/10/2006	Name and Title PAUL S. REICHLER, PARTNER	Signature 
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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  
FOLEY HOAG LLP

2. Registration No.  
4776

3. Name of Foreign Principal  
GOVERNMENT OF HONDURAS

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.

Promote better and friendlier relationship between Honduras and the United States through meetings and other communications with executive and legislative officials of both countries.

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

Communicate with Members of Congress and their Staff, as well as with Executive Branch Officials with respect of issues of mutual interest to the United States and the Republic of Honduras.

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.

See answers to Items 7 and 8.

Date of Exhibit B 5-10-2006	Name and Title Paul S. Reichler, 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.

**FREE TRANSLATION**

**CONTRACT FOR PROFESSIONAL SERVICES**

The Embassy of the Republic of Honduras in Washington (Contractor) and the firm Foley Hoag LLP (Contracted) agree the following:

**FIRST**

Professional Services given by the Contracted: The Contracted will give advice and assistance to the Contractor in Washington, D.C., United States of America, regarding its relations with the legislative and executive powers of the Government of the United States, including, among other services, lobbying before Members of Congress and officials from the executive of the Government of the United States with respect to issues of importance to the Embassy of Honduras, the programming of meetings with Members of Congress or executive officials from the Government of the United States, the redaction of white papers, reports or testimonies on behalf of the Embassy of Honduras to be promoted among Members of Congress and executive officials of the Government of the United States, and provide related advice and assistance.

The Contracted will also give the Embassy of Honduras in Washington, D.C., United States of America, advice and assistance with its relations with the American media, including, among other services, the programming of interviews and informative meetings, redaction of press releases and other communications to the media.

The Contracted will also give the Embassy of Honduras in Washington, D.C., United States of America, advice and assistance in its relations with the influencing non-governmental organizations in the United States, including human rights groups, unions, churches, political parties and think tanks.

**SECOND**

Supervision of the Contracted: The Contracted will report regularly about all professional services in accordance to this contract to the Ambassador of Honduras in Washington, who will supervise the work of the Contracted and serve as principal channel of communication between the Contracted and the Contractor.

**THIRD**

Payment to the Contracted by the Contractor: For the services above mentioned, the Contracted compensation is US\$22,000 for each month of this contract. Such compensation includes the reimbursement of all normal expenses incurred by the Contracted with respect to the services granted, including all expenses of long distance phone calls, faxes, photocopies, courier, charges for the use of Internet and travel expenses. The Contracted will not pay any type of taxes in Honduras.

Method of Payment: The Contractor will pay the Contracted on the 30<sup>th</sup> of each month of this Contract, the monthly compensation agreed to in the following manner: (i) with a check

payable to Foley Hoag LLP, 1875 K St. NW, Washington, DC 20006; or (ii) via wire transfer according to the following instructions:

Bank:	Citizens Bank
Address:	1 Citizens Drive Providence, RI 02915
ABA Number:	[REDACTED]
Swift Number:	CTZIUS33
Account Number:	[REDACTED]
Account Name:	Foley Hoag, LLP Wire Receipt Account

Term: The term of this contract will be of two months beginning on may 1, 2006 and ending as a consequence on the 30<sup>th</sup> of June of 2006. This term could be extended at any moment by mutual agreement of the parties by written exchange for both parties. Nevertheless, the Contractor reserves the absolute and unrestricted right to terminate the contract at any moment, as long as the Contracted is notified in writing 30 days in advance.

THEREFORE, the parties on this 20 of April of 2006, in the City of Washington, United States of America, agree to sign this contract according to the basis above mentioned.

FOR THE CONTRACTOR:

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FOR THE CONTRACTED:

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**CONTRATO POR SERVICIOS PROFESIONALES**

La Embajada de la Republica de Honduras en Washington (el Contratante) y la firma Foley Hoag LLP (el Contratado) acuerdan en lo siguiente:

**PRIMERO**

Servicios profesionales prestados por el Contratado: El Contratado prestará consejo y ayuda al Contratante en Washington, D.C., Estados Unidos de América, en cuanto a las relaciones con los poderes legislativos y ejecutivos del Gobierno de los Estados Unidos, incluso, entre otros servicios, el cabildeo ante los Miembros del Congreso y funcionarios del ejecutivo del Gobierno de los Estados Unidos con respecto a los asuntos que le importan a la Embajada de Honduras, la programación de reuniones con Miembros del Congreso o funcionarios ejecutivos del Gobierno de los Estados Unidos, la elaboración de libros blancos, informes o testimonios por parte de la Embajada de Honduras para la divulgación a los Miembros del Congreso y funcionarios ejecutivos del Gobierno de los Estados Unidos, y la prestación de consejo y ayuda relacionados.

El Contratado prestará también a la Embajada de Honduras en Washington, D.C., Estados Unidos de América, consejo y ayuda en sus relaciones con los medios de comunicación estadounidenses, incluso, entre otros servicios, la programación de entrevistas y reuniones informativas, la elaboración de comunicados de prensa y otras comunicaciones con los medios.

El Contratado prestará también a la Embajada de Honduras en Washington, D.C., Estados Unidos de América, consejo y ayuda en sus relaciones con los influyentes organismos no-gubernamentales de los Estados Unidos, entre ellos los grupos de derechos humanos, centrales de trabajadores, iglesias, partidos políticos, y tanques pensantes.

**SEGUNDO**

Supervisión por el Contratante: El Contratado reportará regularmente sobre todos los servicios profesionales según este contrato al Embajador de Honduras en Washington, que supervisará el trabajo del Contratado y servirá como el canal principal de comunicación entre el Contratado y el Contratante.

**TERCERO**

Pago al Contratado por el Contratante: Por los servicios arriba señalados, el Contratante pagara al Contratado honorarios mensuales de US\$ 22,000, por cada mes de este contrato. Tales honorarios incluyen los reembolsos de todos los gastos normales incurridos por el Contratado con relación a la prestación de sus servicios, incluso los gastos de llamadas de larga distancia, telefax, fotocopias, courier, cargos por uso del Internet, y viáticos. El Contratado no pagará ningún tipo de impuestos en Honduras.

Método del pago: El Contratante pagará al Contratado, el día 30 de cada mes de este Contrato, los honorarios mensuales pactados en la forma siguiente: (i) por cheque dirigido a Foley Hoag LLP, 1875 K Street NW, Washington, DC 20006; o (ii) por la transferencia bancaria según las siguientes instrucciones:

Banco:	Citizens Bank
Dirección:	1 Citizens Drive Providence, RI 02915
Numero de ABA:	██████████
Numero de Swift:	CTZIUS33
Numero de Cuenta:	██████████
Nombre de Cuenta:	Foley Hoag, LLP Wire Receipt Account

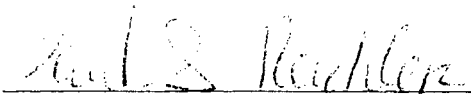
Plazo: El plazo de este contrato será de dos meses a partir del día 1 de mayo de 2006, terminando en consecuencia el día 30 de junio de 2006. Este plazo podrá ser prorrogado en cualquier momento por acuerdo mutual de las partes mediante notificación escrita intercambiada por ambas partes. No obstante lo anterior, el Contratante tendrá el derecho absoluto e incondicional a terminar el contrato en cualquier momento, siempre y cuando el Contratado sea avisado por escrito con 30 días de anticipación.

POR LO TANTO, las partes este día 20 del mes de Abril de 2006, en la Ciudad de Washington, Estados Unidos de América, acuerdan en hacer este contrato en base de los términos arriba escritos.

**POR EL CONTRATANTE:**

  
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**POR EL CONTRATADO:**

  
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