

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 Lanny J. Davis & Associates, LLC	2. Registration No. 5985
3. Name of Foreign Principal H.E. Ambassador Jorge Ramon Hernandez-Alcerro on behalf of the Government of Honduras	

NSD/CES/REGISTRATION UNIT
2011 JAN -5 AM 11:01

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. Provide legal services and public policy advice with the objective of improving relations between the United States and Honduras, as described in the enclosed letter of engagement.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.
Please see response to #7

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.

Providing information to the Government of the United States and to the public with the objective of improving relations between Honduras and the United States, including assisting Honduras in tis efforts to renew its compact with the Millennium Challenge Corporation.

NSD/CES/REGISTRATION UNIT
2011 JAN -5 AM 11:01

Date of Exhibit B 1/5/11	Name and Title Lanny J. Davis Principal	Signature 
-----------------------------	---	---

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.

Lanny J. Davis
& Associates LLC

Law ▲ Media ▲ Legislative/Political Strategies

November 30, 2010

HAND DELIVERED

Ambassador Jorge Ramon Hernandez-Alcerro
On Behalf of the Government of Honduras
3007 Tilden Street, NW
Washington, DC 20008-3016

Re: Engagement Letter

Dear Mr. Ambassador:

This confirms the engagement of Lanny J. Davis & Associates LLC (LJD&A) by the Government of Honduras ("GoH"). The services (hereafter, the "Services") shall be performed under your supervision and with the objective of improving US-Honduran relations. To the extent the Services pertains to providing legal advice and strategies relating to the services, or public policy, that may impact on legal issues, then such advice should ordinarily be subject to the attorney-client and work product privilege i.e., should have confidentiality protection under U.S. legal rules applicable to attorney-client privilege.

The Services shall be as follows:

- (1) Continuing contacts, factual information, and bipartisan relationships with Administration and the Congress.
 - (a) Facilitate contacts and provide information and facts to the Ambassador to assist him in better fostering and enhancing Honduras's interests in the United States. Arranging introductions when requested by the Ambassador. Accompaniment to meetings with the Ambassador. Transmit information to the necessary parties to enable a positive and appropriate response from the recipients, at the Ambassador's request.
 - (b) The above mentioned contacts would be sought with U.S. Department of State (DOS), the Congress and the U.S. Government agencies of special interest to the GoH in order to increase support for continued and enhanced U.S., international, economic and political cooperation; the Organization of American States (OAS), its member States and other nations for the GoH.

MSD/CES/REGISTRATION UNIT
2011 JAN -5 AM 11:02

- (2) Communications Strategy with US/Global Media. Create a systematic informational program with major U.S. media, Internet, and social network sites to get a positive narrative about Honduras, its Government and people into multiple media outlets. This will be achieved by adapting the “campaign” model: a rapid response capability to enable damage control and to counter any distortions or inaccurate media, NGO’s and any other sources, spins, reports or innuendo. A positive, pro-active media narrative about Honduras will be developed – on the theme of “turning the page” and improving political and economic relations with the U.S. and the international community. Also continuing communications will be developed with key foreign affairs reporters and editors in the U.S. as well as key web sites, blog sites, and social networks.

Other Services to Support Ambassador Hernandez-Alcerro and the Embassy

Ongoing political analysis and “inside the Beltway” information. A biweekly, heads-up or “special” report will be generated to the Ambassador regarding political, economic or international developments and trends that might affect Honduran policymaking and decisions (e.g. immigration, appropriations, foreign relations, security, human rights, trade, investment, tourism and agriculture). The information provided should allow assessing the overall climate in Washington, D.C. which would impact Honduras.

A visit to Ambassador Hernandez-Alcerro will be made once a month and should the situation merit a meeting, to brief him and Embassy staff on latest developments in Washington that are relevant to Honduras; and vice versa, to learn about recent developments in Honduras.

Assistance regarding logistics and scheduling support. Provide the Ambassador and the Embassy logistics, scheduling, and media support when the President, Vice President and other senior GoH officials visit the United States. This would include media training, preparation for visits to the State Department or members of congress, etc.

Editorial Board meetings/special meetings with key reporters and columnists and TV analysts. Similarly we would help arrange when senior officials of the Honduran government are visiting the United States for special meetings with key editorial writers, reporters, and opinion analysts in the Washington media, think tanks, and Internet blog sites.

Government of Honduras Engagement Letter
November 30, 2010
Page Three

I will be principally performing the services provided to you. As circumstances warrant, other lawyers or non-lawyer professionals might be engaged by me to work on behalf of the GoH under my supervision and as my subcontractors.

Fees

The Services shall be performed at a fee of \$20,000 per month for a term of four months, beginning December 1, 2010 through March 31, 2011. These fees shall not include ordinary out of pocket expenses and disbursements, including all travel (by business class) and ground expenses.

The first payment for the month of December of \$20,000 shall be due by wire transfer on December 31, 2010, or as soon thereafter as is practicable and on January 31, February 28, and March 31, 2011 to the following account:

Bank:	Citibank, NA
Acct Name:	Lanny J. Davis & Associates
ABA:	[REDACTED]
Bs Money Market Acct #:	[REDACTED]
Swift Code:	[REDACTED]

In order to avoid misunderstandings concerning potential conflicts of interest, it is my policy to clarify the identity of any clients whose interests may be adverse to yours. In that regard, it is my policy that my representation of you does not extend to your parents, subsidiaries, employees, officers, directors, shareholders, partners or other affiliates.

Unless I am otherwise instructed by you in writing at or prior to the completion of the matter for which you have engaged me, I will, after a reasonable period of time has passed, at my discretion, dispose of documents (hard copies, electronic and any other media) and other materials that remain in my possession relating to a matter for which my services have been completed or terminated.

In the unlikely event that circumstances make it necessary to do so, I reserve the right to withdraw from this engagement for nonpayment of my fees or for any other reason authorized or required by applicable rules of professional responsibility.


Government of Honduras Engagement Letter
November 30, 2010
Page Four

In the event that the performance of the Services in good faith on your behalf leads to the filing of any claims against me personally or my firm the GoH will agree to indemnify and hold my firm harmless, including legal reasonable legal fees, so long as I have performed the Services described herein in good faith. The GoH agrees to submit to U.S. court jurisdiction regarding this obligation.

If the foregoing correctly sets forth the terms of our engagement, please date and sign this letter and e-mail to me at your earliest convenience.

I appreciate this opportunity to serve you and look forward to working with you on this matter.

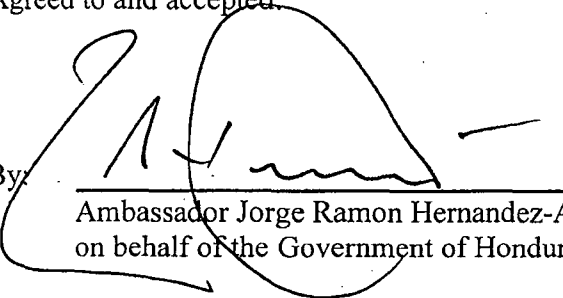
Sincerely,



Lanny J. Davis & Associates, LLP

Agreed to and accepted:

By:



Ambassador Jorge Ramon Hernandez-Alcerro
on behalf of the Government of Honduras

Date:

November 30, 2010

MSD/CES/REGISTRATION UNIT
2011 JAN -5 AM 11:02