

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 <http://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: <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 .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, 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 and Address of Registrant Curley Company, Inc. 919 18th Street NW, Suite 925, Washington, DC 20006	2. Registration No. 0363
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3. Name of Foreign Principal Government of the Republic of Honduras	4. Principal Address of Foreign Principal Embassy of Honduras 3007 Tilden St. N.W. Pod. 4M Washington, DC 20008
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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:
 - 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 the Republic of Honduras
- b) Name and title of official with whom registrant deals
Jorge Alberto Milla Reyes, Ambassador

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
July 01, 2016	Jennifer Curley Reichert, President & CEO	/s/ Jennifer Curley Reichert eSigned

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 <http://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: <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

Curley Company, Inc.

2. Registration No.

0363

3. Name of Foreign Principal

Government of the 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.

Memorandum of Understanding, serving as an agreement for Curley Company to begin providing services to the Client from June 16, 2016 to August 15, 2016

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

- Create a communications plan to share information about Honduras with U.S audiences
- Create an editorial calendar that identifies opportunities for Honduran leaders to communicate with American stakeholders
- Create materials needed to implement the communication plan, including press releases, speeches, fact sheets, and backgrounders
- Compose daily media monitoring reports and a monthly trend analysis

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.

Create and distribute communications designed to inform public officials, legislators and the American public of important developments in Honduras and how those developments can help further business and political relations between the two countries.

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
July 01, 2016	Jennifer Curley Reichert, President & CEO	/s/ Jennifer Curley Reichert
		eSigned

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.

CARTA DE ENTENDIMIENTO

Curley Company Inc., una compañía de relaciones públicas con sede en Washington, DC Que en lo sucesivo se le denominará (“**CC**”) y **Jorge Alberto Milla Reyes**, Embajada de la República de Honduras acreditada en Washington, expresamente autorizado por la Secretaría de Relaciones Exteriores y Cooperación Internacional (“**El Cliente**”), están en el proceso de negociación de un contrato formal por escrito (“**Contrato Formal**”), relacionado con servicios de asesoramiento de relaciones públicas (“**Servicios**”) que debe proporcionar “**CC**” al “**El Cliente**”. A la espera de la ejecución del contrato formal, este acuerdo constituirá una Carta de Entendimiento de “**CC**” para proceder en los siguientes términos:

1. Servicios

“**CC**” prestará los siguientes servicios de acuerdo a lo solicitado por “**El Cliente**”.

- Un plan de comunicación para compartir información sobre Honduras con el público de los Estados Unidos.
- Un calendario editorial que identifique oportunidades para los líderes de Honduras cuya finalidad es comunicarse con grupos americanos interesados.
- La creación de los materiales necesarios para implementar el plan de comunicación, incluidos comunicados de prensa, discursos, hojas de datos e información de antecedentes.
- Informe diario de seguimiento de medios y análisis de tendencia mensual.
- Informe periódico de progreso con respecto a entregables declarados.

2. Honorarios profesionales/ Gastos Operativos

“**CC**” facturará al Cliente \$40 000.00 (Cuarenta mil dólares estadounidenses), que se pagarán antes del 15 de julio de 2016. Este monto cubrirá dos (2) meses de servicios por parte de “**CC**” desde el 16 de junio de 2016 hasta el 15 de agosto de 2016.

En caso de que los servicios sean cancelados antes de la finalización del acuerdo formal, “**El Cliente**” se compromete a pagar todas las facturas por el tiempo y los gastos contraídos o irrevocablemente realizado por “**CC**” en el nombre del “**El Cliente**” hasta el momento de la cancelación, la cual debe ser hecha cancelación, la cual debe ser hecha por escrito.

Los gastos de viajes fuera de la ciudad, así como el transporte local, los servicios de mensajería y los materiales de investigación previamente aprobados, se facturarán por separado, “**CC**” proporcionará una factura detallada mensual para todos esos gastos.

Las facturas se enviarán por correo electrónico y originales en físico, venciendo a los 30 días. Todas las facturas vencidas devengarán una tasa de interés del 1,5 % mensual (18 % por año) que se agregará al saldo pendiente hasta que se realice el pago.


3. General

Las partes convienen en celebrar un contrato formal escrito que refleje los términos y condiciones que las partes puedan acordar en negociaciones de buena fe. Las partes acuerdan que hasta que el contrato formal haya sido ejecutado mutuamente, este acuerdo será vinculante. Cualquiera de las partes podrá dar por terminado este acuerdo con aviso por escrito a la otra. Las obligaciones de las partes permanecerán en pleno vigor y efecto durante el período de notificación, incluyendo el pago de los honorarios y la prestación de servicios conforme a lo solicitado. Las disposiciones del presente acuerdo no podrán ser modificadas, ni enmendadas, salvo en escrito firmado por ambas partes. La validez, interpretación, ejecución y cumplimiento de este acuerdo se regirá e interpretará de acuerdo con las leyes internacionales sin referencia a sus conflictos en Ley.

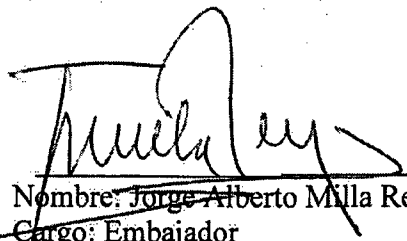
ACEPTADO Y ACORDADO.

Curley Company Inc.

Embajada de Honduras en Washington,
E.U.A.



Sra. Jennifer Reichert
Presidente y Directora General
Fecha: 6/28/16



Nombre: Jorge Alberto Milla Reyes.
Cargo: Embajador
Fecha:

Memorandum of Understanding

Curley Company Inc., a public relations firm based in Washington, DC ("CC") and Jorge Alberto Milla Reyes, as authorized representation of the Embassy of the Republic of Honduras in Washington ("the Client") are in the process of negotiation of a written formal contract ("formal contract"), related to advisory services in public relations ("services") that CC will provide to the Client. Until execution of the formal contract, this Memorandum of Understanding shall serve as the agreement for CC to begin providing services to the Client pursuant to the following terms:

1. Services

CC shall perform the following services as requested by the Client

- A communications plan to share information about Honduras with U.S audiences
- An editorial calendar that identifies opportunities for Honduran leaders to communicate with American stakeholders
- Create materials needed to implement the communications plan, including press releases, speeches, fact sheets and backgrounders
- Daily media monitoring report and a monthly trend analysis
- Periodic reporting of progress against stated deliverables

2. Professional fees/operating expenses

CC will charge the Client \$40,000 USD, which will be paid before July 15, 2016. This amount will cover two (2) months of services by CC from June 16, 2016 to August 15, 2016.

In the event the services are cancelled before the end of the formal agreement, the Client agrees to pay all the invoices for the time and the contracted expenses irrevocably realized by CC in representation of the Client up until the cancellation, which must be done in writing with 10 days' notice.

The travel expenses outside of the city, as well as local transportation, courier services and investigation materials previously approved in addition fees related to compliance with U.S. Government FARA laws, will be billed separately. CC will provide a detailed invoice monthly for all of these expenses.

Invoices will be emailed and are due in 30 days. All past due invoices will carry a 1.5% per month interest rate (18% per year) added to the outstanding balance until paid.

3. Indemnity

The Client shall indemnify CC against any liability or damage resulting from any claim made or brought against CC based upon any materials prepared by CC and approved by the Client prior to publication; risks or restrictions which CC has brought to the Client's attention where the Client has elected to proceed; any information or materials provided to CC by the Client.

Each party agrees to take reasonable steps to protect proprietary and confidential information and materials provided by the other party or its representatives from improper disclosure.

4. General

The parties agree to enter into a formal written contract that reflects the terms and conditions that the parties can agree to in negotiations of good faith. The parties agree that until the formal contract is mutually executed this agreement will be binding. Any of the parties can terminate this agreement with 10 days written notice to the other. The obligations of the parties will remain in full force and effect during the notification period including the pay of the professionals and the provision of services according to the demand. The provisions of the current Agreement won't be able to be modified except in writing signed by both parties. No waiver by either party of the breach of any provision of this agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or similar nature. The validity, interpretation, execution and compliance of this agreement is governed by and construed in accordance with the laws of the District of Columbia without reference to its conflicts of law. CC will comply with all Foreign Agents Registration Act requirements, and as such, this agreement and other statements and activities will be disclosed and become public record.

Accepted and Agreed

Curley Company Inc.

Embassy of Honduras, in Washington, U.S.A.

Mrs. Jennifer Reichert

Name:

President & CEO

Title:

Date:

Date: