

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  Gus West Government Affairs Inc.	2. Registration No.  6364
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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.

Pursuant to the attached addendum to the previously filed new agreement (Spanish version filed with FARA on February 11, 2017 and English translation filed with FARA on March 16, 2017).

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

Providing governmental affairs consultation, guidance, and coordination services to the Government of Honduras for bi-lateral strategy with the government of the United States.

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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.

Assist in informing policy leaders and opinion leaders in Washington about initiatives, achievements and future plans of the Honduran Government. Develop and work with the government of Honduras to organize and implement a multi-faceted strategy to establish Honduras as a top United States ally and gain support of it's elected and appointed officials and opinion leaders. Work will consist of developing policy position papers, arranging meetings with US government officials and engaging think tank policy organizations. The goal is to open a new dialogue and a new relationship between Honduras and the United States.

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**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
March 23, 2017	Gus West, President	/s/ Gus West 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.

**ADDENDUM 1. CONTRATO POR SERVICIOS PROFESIONALES  
ENTRE GUS WEST GOVERNMENT AFFAIRS INC Y PEDRO ALEXANDER PINEDA DIAZ  
DEL MINISTERIO DE ADMINISTRACIÓN Y GESTIÓN FINANCIERA DE CASA  
PRESIDENCIAL  
PAGINA N°1**

**ADDENDUM N°01-2017**

Adenda al acuerdo realizado y suscrito el primer día de enero 2017 ("Fecha de Efectividad") entre Gus West Government Affairs INC, una compañía con sede en Washington, DC, ("GWGA") y Pedro Alexander Pineda Díaz Ministro De Administración y Gestión Financiera De Casa Presidencial

**PRIMERA:** GWGA integrará a los servicios de asesoría cuyos términos se describen en el contrato inicial, los siguientes servicios:

Específicamente, se asignará un equipo de comunicación basado en Tegucigalpa, para realizar las siguientes tareas de forma regular:

1. Facilitar el proceso de coordinación y comunicación entre el Cliente y los equipos de asuntos públicos y relaciones públicas designados en Washington.
2. Proporcionar apoyo permanente y directo a la Secretaría de Comunicación y Estrategia sobre temas críticos y oportunidades que podrían escalar hacia la atención de los medios de comunicación en los Estados Unidos y su gestión estratégica a nivel local.
3. Colaborar con el área de desarrollo de contenidos de la Secretaría de Comunicación y Estrategia para definir un calendario editorial para el 2017, basado en los temas clave que son importantes para los gobiernos de Estados Unidos y Honduras.
4. Colaborar con el equipo de comunicación basado en Washington DC para definir los mecanismos de divulgación y cobertura de los medios de comunicación.
5. Proporcionar al equipo de comunicación basado en Washington DC información como hechos, datos, citas, fuentes y otros insumos, para el desarrollo de materiales para los medios de comunicación y las partes interesadas. Los materiales de los medios de comunicación podrían incluir comunicados de prensa, hojas de datos, perfiles, artículos de opinión, cartas a los editores y documentación, entre otros formatos.
6. Elaborar documentos de perfil de personas clave de Honduras tanto del gobierno, sector empresarial y organizaciones no gubernamentales, entre otros.
7. Revisar y traducir los materiales preparados para los portavoces del gobierno, tales como mensajes clave y preguntas y respuestas, entre otros.
8. Participar en reuniones estratégicas y de coordinación de forma regular con el Cliente
9. Proporcionar un resumen en español de los informes de monitoreo de los medios de comunicación de Estados Unidos.

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PRESIDENCIAL  
PAGINA N°2**

Específicamente, se asignará un equipo de comunicación basado en Washington DC, para las siguientes tareas:

1. De forma regular un reporte diario de monitoreo de medios en Estados Unidos
2. Por proyecto:
  - La escritura de los materiales para medios los que incluyen comunicados de prensa, hojas informativas, perfiles, artículos de opinión, carta a los editores y documentación, entre otros formatos.
  - Distribución de materiales entre los medios de comunicación estadounidenses.
  - Organización de giras de medios y entrevistas con medios de comunicación en EUA.
  - Organización de reuniones con representantes de los medios de comunicación de EUA.
  - Organización de eventos con medios durante visitas de funcionarios del gobierno de Honduras en Washington DC.
  - Organización de viajes de periodistas estadounidenses a Honduras.

**SEGUNDA:** El costo de este *addendum* por los servicios regulares es por la suma de US\$13,335 (trece mil trescientos treinta y cinco dólares americanos) mensuales. Estos honorarios incluyen el impuesto sobre la renta calculado sobre el total a pagar mensualmente en la tasa aplicable del 25%, tal y como establecen los artículos 4 y 5 de la Ley del Impuesto sobre la Renta de Honduras, y el artículo 67 del Presupuesto General del Estado de Honduras 2016 (Decreto 168/32015). Esta suma será retenida por el Cliente al momento de realizar el pago a GWGA y será enterado a la autoridad competente en materia de impuestos de Honduras.

Para los servicios por proyectos GWGA presentará una cotización final a ser aprobada por el Cliente

**TERCERA:** Este adenda tiene una duración de once (11) meses, a partir del 1 de febrero de 2017. Su vencimiento será el 31 de diciembre de 2017.

**CUARTA:** Todos los demás términos del contrato inicial permanecen iguales.

Leído lo anterior por ambas partes, firmamos de conformidad en la ciudad de Tegucigalpa, Honduras, el 1 de febrero de 2017.

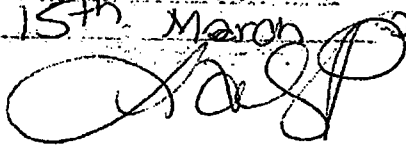
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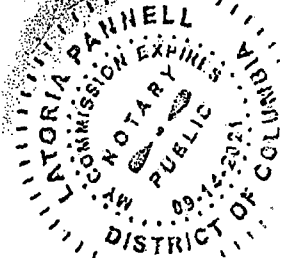
Por:



Fecha:

15th March 2017  
  
March 15 2017

La Toria Pannell  
District of Columbia, Notary Public  
My Commission Expires  
September 14, 2021



**ADDENDUM 1. PROFESSIONAL SERVICES CONTRACT  
BETWEEN GUS WEST GOVERNMENT AFFAIRS, INC., AND PEDRO ALEXANDER PINEDA DÍAZ,  
MINISTRY OF ADMINISTRATION AND FINANCIAL MANAGEMENT FOR THE PRESIDENT'S HOUSE  
PAGE No. 1**

***ADDENDUM No. 01-2017***

Addendum to the agreement executed and signed the first day of January of 2017 ("Effective Date") between Gus West Government Affairs INC, a company with headquarters in Washington, DC, ("GWGA") and Pedro Alexander Pineda Díaz, Ministry of Administration and Financial Management for the President's House.

**ONE:** GWGA will add the following services to the consulting services whose terms are described in the initial contract:

Specifically, a communication team based in Tegucigalpa will be assigned to perform the following tasks on a regular basis:

1. Facilitate the coordination and communication process between the Client and the designated government affairs and public relations teams in Washington.
2. Provide continual and direct support to the Department of Communication and Strategy on critical topics and opportunities that could reach the attention of the mass media in the United States, and strategic management of such items at the local level.
3. Collaborate with the content development unit at the Department of Communication and Strategy to define an editorial calendar for 2017, based on key topics that are important to the governments of the United States and of Honduras.
4. Collaborate with the communication team based in Washington, DC, to define the media dissemination and coverage mechanisms.
5. Provide to the Washington, DC-based communication team information such as events, data, citations, sources, and other raw materials, to develop material for the media and for interested parties. The material for the media could include press releases, information sheets, profiles, opinion articles, letters to the editor and documentation, among other formats.
6. Draft profile documents for key individuals in Honduras, in the government, in the business sector and in non-governmental organizations, among others.
7. Review and translate materials prepared by government spokespersons, such as key messages and questions and answers, among others.
8. Participate in strategic and coordination meetings with the Client on a regular basis.
9. Provide a summary in Spanish of monitoring reports on the United States media.

**ADDENDUM 1. PROFESSIONAL SERVICES CONTRACT  
BETWEEN GUS WEST GOVERNMENT AFFAIRS, INC., AND PEDRO ALEXANDER PINEDA DIAZ,  
MINISTRY OF ADMINISTRATION AND FINANCIAL MANAGEMENT FOR THE PRESIDENT'S HOUSE  
PAGE No. 2**

Specifically, a communication team based in Washington, DC will be assigned to the following tasks:

1. Regularly prepare a daily monitoring report on United States media.
2. Per project:
  - Draft materials for the media, to include press releases, information sheets, profiles, opinion articles, letters to the editor and documentation, among other formats.
  - Distribute materials among the media in the United States.
  - Organize press conferences and media interviews in the USA.
  - Organize meetings with representatives from US media organizations.
  - Organize media events during visits to Washington, DC, by Honduran government officials.
  - Organize trips to Honduras for US journalists.

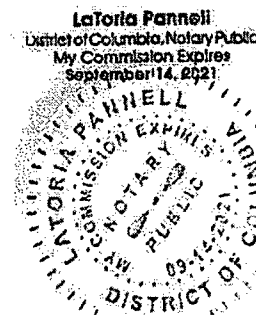
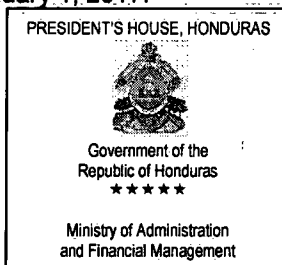
**TWO:** The value of this addendum for regular services is the amount of US\$13,335 (thirteen thousand three hundred thirty-five US dollars) per month. This fee includes income tax calculated based on the total to be paid each month at the applicable rate of 25%, as set forth in Articles 4 and 5 of the Income Tax Law of Honduras, and Article 67 of 2016 State of Honduras General Budget (Decree 168/32015). This amount [income tax] will be withheld by the Client at the time of payment to GWGA, and will be paid to the authorities responsible for tax matters in Honduras.

For services on a project basis, GWGA will submit a final quote to be approved by the Client.

**THREE:** This addendum will remain in force for eleven (11) months, beginning February 1, 2017. It will expire on December 31, 2017.

**FOUR:** All other terms of the initial contract remain the same.

The foregoing has been read by both parties and, since we agree, we sign these presents at the city of Tegucigalpa, Honduras, on February 1, 2017.



By: [illegible signature]

Date: *March 15<sup>th</sup>, 2017*  
[illegible signature]

By: [illegible signature]

Date: *March 15, 2017*