

OMB No. 1124-0006; Expires May 31, 2020

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 <https://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: <https://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: <https://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, Counterintelligence and Export Control 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 Keybridge Communications LLC	2. Registration No. <div style="font-size: 2em; text-align: center;">6450</div>
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3. Name of Foreign Principal Government of the Republic of Honduras (via Gus West Government Affairs Inc., FARA Registration No. 6364)	4. Principal Address of Foreign Principal Centro Civico Gubernamental, Boulevard Kuwait Tegucigalpa, Honduras
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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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
 Secretaria de Relaciones Exteriores y Cooperacion Internacional (via Gus West Government Affairs Inc.)

b) Name and title of official with whom registrant deals
 Jorge Milla-Reyes, Honduras Ambassador to the United States (via Gus West Government Affairs Inc.)

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

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.

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.)

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.

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
08/02/2017	Robert R. Schrum, Jr., Managing Director	

OMB No. 1124-0004; Expires May 31, 2020

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 <https://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: <https://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: <https://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, Counterintelligence and Export Control 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

Keybridge Communications LLC

2. Registration No.

6450

3. Name of Foreign Principal

Government of the Republic of Honduras (via Gus West Government Affairs Inc., FARA Registration No. 6364)

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 Services Agreement and Statements of Work, Gus West Government Affairs Inc. will pay Keybridge Communications LLC for services provided.

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

When directed by Gus West Government Affairs Inc., Keybridge Communications LLC will distribute press releases to the media with news about the Republic of Honduras.

Second, when directed by Gus West Government Affairs Inc., Keybridge Communications LLC will ask the media to interview and write articles about representatives of the Republic of Honduras.

Third, at the direction of Gus West Government Affairs Inc., Keybridge Communications LLC will monitor the media for news of interest to 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.

When directed by Gus West Government Affairs Inc., Keybridge Communications LLC will distribute press releases to the media with news about the Republic of Honduras.

Second, when directed by Gus West Government Affairs Inc., Keybridge Communications LLC will ask the media to interview and write articles about representatives of the Republic of Honduras.

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
08/02/2017	Robert R. Schrum, Jr., Managing Director	

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.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into on this 30th day of September, 2016 (the "Effective Date") by and between KEYBRIDGE COMMUNICATIONS, LLC, a District of Columbia limited liability company ("Keybridge") and the undersigned client ("Client").

CLIENT: Gus West Government Affairs, Inc.

ADDRESS: 615 G St. SE
Washington, DC 20003

CONTACT: Gus West
President
guswest@verizon.net
202-423-5500

NOW THEREFORE, in consideration of Keybridge's provision of the Services (as defined below) to Client and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to be bound by the Terms and Conditions attached hereto and incorporated herein.

AGREEMENT

1. Terms and Conditions. The Terms and Conditions attached hereto shall be binding upon the parties and are hereby incorporated herein for all purposes.

2. Services. Client hereby engages Keybridge to provide such public relations services (the "Services") described in one or more sequentially numbered Statements of Work, each of which shall be attached hereto and incorporated herein for all purposes (each a "SOW").

3. Service Fees. Client agrees to remit payment in accordance with the Terms and Conditions and in the amounts set forth on the applicable SOW for Services rendered during the term of this Agreement.

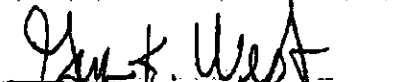
IN WITNESS WHEREOF, the undersigned parties have executed this Agreement, which incorporates the attached Terms and Conditions as of the date set forth above.

Keybridge Communications, LLC



Name: Robert R. Sarraf, Jr.
Title: Managing Director

Gus West Government Affairs, Inc.



Name: Gus West
Title: President

KEYBRIDGE COMMUNICATIONS, LLC
a District of Columbia limited liability company

Terms and Conditions

The following terms and conditions ("Terms and Conditions") are incorporated into the Services Agreement between Keybridge and Client.

1. Services. Client hereby engages Keybridge to provide such Services as may be requested from time to time by Client in accordance with and upon these Terms and Conditions.

2. Expenses. Client shall reimburse Keybridge for any out-of-pocket expenses, provided that those expenses are pre-approved in writing by the Client. Expense reimbursement shall be due upon receipt of invoice.

3. Change Orders. All changes to Services shall be subject to Keybridge's prior written approval, and upon such approval the parties hereto shall execute a written description of the change ("Change Order"). The terms of a Change Order shall prevail over the terms of this Agreement.

4. Payments. Services will be billed within 30 days of commencing the same, unless otherwise agreed to in the applicable SOW by Keybridge. If payment is not received within forty-five (45) days from the date of the invoice, a late payment fee equal to the greater of \$50.00 or 2% of the invoice amount will be applied to the invoice. Additionally, interest on unpaid invoices or other amounts due hereunder shall accrue at the rate of 1.5% per month or the maximum amount permitted by law until paid. No payment by the Client of a lesser amount than the amount set forth on the invoice shall be deemed to be a payment in full of the amount due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Keybridge may accept such check or payment without prejudice to Keybridge's right to recover the balance of such amount due or pursue any other remedy provided for herein. Keybridge may, without limitation or penalty, discontinue the provision of Services in the event of a dispute and/or delinquent fees due it. Fees set forth on a SOW are subject to change by Keybridge upon thirty (30) days advance notice. Services requested by the Client that are not listed on a SOW will be billed at Keybridge's then prevailing rate.

5. Indemnification.

5.1 Client Indemnification. Client shall indemnify, defend and hold Keybridge harmless from and against any and all liabilities, losses, damages or expenses, including reasonable attorneys' fees and costs, which Keybridge incurs as a result of any claim, suit or proceeding brought or threatened arising out of the nature or use of Client's products or services or any

assertions Keybridge makes on Client's behalf, including assertions about Client, its products or services, or its competitors and any of their products or services, in any materials prepared by Keybridge for Client, if such assertions are based upon information, representations, reports, data or releases supplied to Keybridge by or through Client, or which Client approved. If Keybridge is required to respond to, participate in, or assist Client with any litigation commenced or threatened against Client by a third party, Client shall compensate Keybridge, at Keybridge's then current hourly billing rate, for such time as may be expended by Keybridge's employees, and Client shall reimburse Keybridge for any expenses incurred which arise from such response, participation or assistance by Keybridge. Keybridge shall have no liability to Client or any other party for any claims arising from materials delivered by Keybridge to a third party, including the press, which are misconstrued, misinterpreted or misused. Client's duty to indemnify Keybridge under this contract shall survive the cancellation or termination of this Agreement.

5.2 Keybridge Indemnification.

Keybridge shall indemnify, defend and hold Client harmless from and against any and all liabilities, losses, damages or expenses, including reasonable attorneys' fees and costs, which Client incurs as a result of any claim, suit or proceeding brought or threatened against it which arises from the infringement of a third party's copyright, patent or other intellectual property rights by Keybridge in connection with the Services rendered hereunder (each, an "Infringing Item") unless such Infringing Item was provided to Keybridge directly or indirectly by Client. Keybridge shall have no liability to Client or any other party for any claims arising from materials delivered by Keybridge to a third party, including the press, which are misconstrued, misinterpreted or misused.

6. Rights to Work Product.

The work product created by Keybridge specifically for Client shall be transferred to Client upon Keybridge's receipt of all fees and charges due hereunder. Non-transferable work product, including, but not limited to, intellectual property (such as software, type faces or third party owned property) is specifically excluded from the above grant. Keybridge retains the right, title and interest to any and all concepts, graphics, copy, designs, and other intellectual property other than that which is delivered to Client.

7. Independent Contractor.

The parties hereto agree that Keybridge is an independent

contractor and, as such, neither Keybridge nor its personnel shall be considered employee(s) of Client.

8. Term and Termination. This Agreement shall commence as of the Effective Date and shall continue until the Services required hereunder have been completed, unless terminated earlier in accordance with this Section 8. Either party may terminate this Agreement for any reason following thirty (30) days written notice to the other party. Notwithstanding the foregoing, however, Keybridge may terminate this Agreement immediately and without the necessity of advanced notice in the event of Client's breach of this Agreement. Client shall pay Keybridge for all Services (including costs incurred) that have been performed through and including the effective date of such termination, plus any and all actual and reasonable wind down costs resulting from such termination.

9. Obligations/Communications. Keybridge agrees to use commercially reasonable efforts, resources, diligence and judgment in the preparation and development of all Services and materials for Client. In exchange, Client agrees to reasonably cooperate and assist Keybridge in the performance of the Services to be rendered, by providing information, access to Client personnel and any and all other materials, services, data, or the like that Keybridge may reasonably request. Keybridge is authorized to communicate and/or transmit electronic mail to third parties for and on behalf of Client and/or in Client's name as it relates to generating articles, quotations, interviews, radio or television appearances, op-eds, letters to the editor, and/or similar news items in the media.

10. Limitation of Liability. Except for any amounts due and payable to Keybridge hereunder, neither party's liability for and on behalf of this Agreement or any damages arising out of this Agreement, regardless of the form of action, shall exceed fifty percent (50%) of the aggregate total paid by Client to Keybridge during the immediately preceding six (6) month period under the statement of work giving rise to such liability or damages ("Liability Limitation Amount"). In no event shall either party be liable for an amount in excess of the Liability Limitation Amount for any indirect, incidental, special or consequential damages, including loss of profits, revenues, data, use or any other economic advantage, incurred, arising out of or related to this Agreement, under any theory of liability, whether in contract, strict liability, tort (including negligence) or otherwise. In no event shall either party be subject to or liable for any punitive or exemplary damages. Notwithstanding any other provision of this Section 10 to the contrary, in no event shall either party be liable for any damages under this Section 10 unless the non-defaulting party first provides the defaulting party thirty (30) days written notice and opportunity to cure the defect event giving rise to such damages (such thirty (30) day period being extended for a commercially

reasonable period if the non-defaulting party is using commercially reasonable efforts to effectuate a cure). Nothing herein shall be deemed to limit the amounts payable from Client to Keybridge for Services or expenses incurred in accordance with this Agreement or any SOW hereunder.

11. Non-Solicitation. During the term of this Agreement and for a period of one year thereafter, Client agrees that it will not hire or attempt to hire, on behalf of Client or any other organization, person or party, any employee or independent contractor of Keybridge. Client understands that in the event of a breach of this Section 11, Keybridge would suffer irreparable harm and Client agrees that Keybridge would be entitled to a preliminary injunction to prevent continuing harm. Client consents to the jurisdiction of and agrees that venue is proper for such injunction in the appropriate courts within the District of Columbia.

12. Miscellaneous. Neither party shall make, place or disseminate any advertising, promotional material or any material of any kind using the name of the other party or using their trademarks, without the prior written approval of the other party. If Keybridge prevails in enforcing any provision of this Agreement, Client shall reimburse Keybridge for all expenses, including attorneys' and expert witness fees, court costs, and all other expenses incurred by Keybridge. All deliverables and Services provided hereunder are provided "as is" with all faults, and Keybridge makes no express or implied warranties of any kind, including any warranty of merchantability, quality, accuracy, or fitness for a particular purpose. Keybridge hereby disclaims any warranties that may be implied from usage of trade, course of dealing or course of performance. This Agreement shall serve as the complete agreement between the parties concerning the Services to be performed and may only be modified in a writing signed by an authorized representative of both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, such court may interpret any such provision to the fullest extent of the law with respect thereto and the remaining provisions hereof shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were originally deleted or modified as provided by such court. Any notices required hereunder will be in writing and delivered personally, by prepaid U.S. certified mail (return receipt requested), or by prepaid express courier. Client may not sell, pledge, assign, or otherwise transfer any of its rights under this Agreement. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent or other breach by that other party. This Agreement shall be governed by and construed in its entirety in accordance with the internal laws, and not the laws or conflict, of the District of Columbia. Any actions regarding any claims or breach of this Agreement by either party may only be brought in a court having subject matter jurisdiction and sitting in the

District of Columbia. Any terms and conditions which are included on Client's purchase order in connection with this Agreement shall be void and of no force and effect unless expressly accepted in writing. This Agreement contains the entire agreement between the parties and supersedes all prior agreements by and between the parties, whether oral or written.

13. Op-Ed Specific Terms. (APPLICABLE ONLY FOR OP-ED SERVICES PROVIDED BY KEYBRIDGE).

a. Turnaround Time. Keybridge shall use commercially reasonable efforts to provide Client with a draft of the op-ed within fifteen (15) days from the date Client requests the op-ed.

b. Additional Editing. Inclusive within the fee set forth on the applicable SOW shall be the initial drafting/preparation of the op-ed by Keybridge, plus up to three (3) additional hours of edits thereto. All time in excess thereof shall be billed at Keybridge's then prevailing (hourly) billing rate.

c. Execution. Except in cases where Keybridge has agreed to recruit signatories, the Client shall be solely responsible for providing a signatory for the op-ed within thirty (30) days of Keybridge's delivery of the initial draft of the same to Client.

14. Broadcast Specific Terms. (APPLICABLE

ONLY FOR RADIO INTERVIEW TOUR SERVICES PROVIDED BY KEYBRIDGE).

a. Availability of Spokesperson. The Client shall be solely responsible for causing a spokesperson to be available for each radio and/or television interview booked by Keybridge. If the spokesperson is not available for an interview booked by Keybridge, the interview shall, nevertheless, be counted towards the completion of the Tour, regardless of whether the interview is successfully rescheduled.

b. Blackout List. The Client agrees to provide Keybridge a Blackout List detailing the dates and times during which a Client spokesperson will be unavailable. The Blackout List must be provided in writing to Keybridge at least 24 hours before an interview is booked in order for that interview not to be counted towards the completion of the Tour.

c. Guaranty. Keybridge guarantees that it will book the client spokesperson on a minimum of five radio and/or television interviews. In the event that Keybridge is unable to book five interviews, then Keybridge shall waive 20% of its fee if only four interviews are booked; 40% of its fee if only three interviews are booked; 60% of its fee if only two interviews are booked; and 80% of its fee if only one interview is booked. Keybridge's waiver of the same shall be the Client's sole and exclusive remedy.


STATEMENT OF WORK #1

SERVICES: Keybridge shall provide such of the following Services as Client may from time to time request.


Services and Fee Schedule

Op-Ed	\$5,000
Op-Ed Syndication	\$2,000
Op-Ed Alliance Development	\$2,000
Earned Media Retainer (6-month)	\$10,000/month
Earned Media Retainer (single month)	\$12,000
Blog Content Retainer	\$4,000/month
Social Media Retainer	\$3,000/month
Press Release	\$3,000
Infographic	\$5,000
Letter to the Editor	\$1,000
Letter to the Editor Campaign (4 or more LTEs)	\$2,500/month
Radio Interview Tour (5 interviews)	\$3,000
Specialty Radio Tour (5 interviews)	\$5,000
Radio News Release	\$3,000
Radio Public Service Announcement	\$3,000
Graphic Design	\$150/hour
Web Programming	\$150/hour
Miss Writing	\$4.00/word (\$500 minimum)

Keybridge Communications, LLC


Name: Robert R. Schram, Jr.
Title: Managing Director
Date: 10/03/2016

Gus West Government Affairs, Inc.



Name: Gus West
Title: President
Date: 10/3/2016

KEYBRIDGE COMMUNICATIONS, LLC
a District of Columbia limited liability company


STATEMENT OF WORK

Client: Gus West Government Affairs, Inc.
SOW Number: 20170210
Date of Preparation: February 10, 2017
Project Description: Monthly Media Monitoring
Estimated schedule: February 8, 2017, until cancelled by either party.
Fees/costs: \$4,000/month
Invoice/Payments: Client will be billed monthly. Payment is due within 30 days of invoice receipt. Any partial month's work will be prorated accordingly.
Deliverables: Keybridge shall provide media monitoring services for client.

KEYBRIDGE
COMMUNICATIONS, LLC


Name: Robert Schrum
Title: Managing Director

Gus West Government Affairs, Inc.


Name: Gus West
Title: President