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OMB No. 1124-0006; Expires July 31, 2023

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 FARA Unit in Washington, DC. Statements are also available online at the FARA 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 .22 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, FARA 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
Arnold & Porter Kaye Scholer LLP

2. Registration Number
1750

3. Primary Address of Registrant
601 Massachusetts Avenue, NW, Washington, DC 20001-3743

4. Name of Foreign Principal
Republic of Honduras

5. Address of Foreign Principal
Kuwait Blvd. next to the Supreme Court of Justice,
Ministry of Foreign Affairs, Republic of Honduras
Tegucigalpa
HONDURAS

6. Country/Region Represented
HONDURAS

7. Indicate whether the foreign principal is one of the following:

- [x] Government of a foreign country [1]
- [ ] 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 _____

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

a) Branch or agency represented by the registrant
Ministry of Foreign Affairs

b) Name and title of official(s) with whom registrant engages
Honorable Enrique Reina, Minister of Foreign Affairs

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.

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9. If the foreign principal is a foreign political party, state:

a) Name and title of official(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

10. 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 ☐

11. Explain fully all items answered "Yes" in Item 10(b).

12. 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.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
05/30/2023	Dorothy Ames Jeffress	/s/Dorothy Ames Jeffress

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May 30, 2023	Dorothy Ames Jeffress	

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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 FARA Unit in Washington, DC. Statements are also available online at the FARA 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 .32 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, FARA 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	2. Registration Number
Arnold & Porter Kaye Scholer LLP	1750

3. Name of Foreign Principal
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. What is the date of the contract or agreement with the foreign principal? 05/25/2023

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

According to the terms and conditions outlined in the attached agreement letter, the registrant will provide strategic advice to the foreign principal.

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

The registrant will provide strategic advice to the Republic of Honduras for the purpose of improving and deepening the Republic's relations with the government of the United States of America.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

In the course of providing strategic advice to the Republic of Honduras for the purpose of improving and deepening the Republic's relations with the government of the United States of America, the registrant may engage in political activity, including but not limited to, outreach to U.S. government officials.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value

1 "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.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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Arnold & Porter

Ambassador Thomas Shannon
Raul R. Herrera
+1 202.942.5417 Directo
Tom.Shannon@arnoldporter.com

25/5/2023

POR COURIER Y CORREO ELECTRÓNICO

Honorable Enrique Reina
Ministro de Relaciones Exteriores
Ministerio de Relaciones Exteriores de la República de Honduras
Blvd. Kuwait contiguo a la Corte Suprema de Justicia
Tegucigalpa, República de Honduras

Asunto: *Carta de contratación*

Estimado Ministro Reina:

Nos complace de sobremanera que la República de Honduras (la "República"), a través del Ministerio de Relaciones Exteriores de la República de Honduras (el "Ministerio"), contrate a Arnold & Porter Kaye Scholer LLP, una sociedad de responsabilidad limitada constituida en Delaware ("Arnold & Porter" o el " Bufete"), para prestar servicios con el fin de mejorar y profundizar las relaciones de la República con el gobierno de los Estados Unidos de América. El motivo de esta carta es establecer un entendimiento mutuo de las bases en las cuales asesoramos a la República en este asunto, así como en otros temas que podamos acordar.

1. Honorarios Pagaderos. Arnold & Porter le cobrara a la República por sus servicios profesionales el monto de US$630.000, pagaderos mensuales a US$90.000 por mes por siete (7) meses calendarios, comenzando el 1 de junio del 2023 hasta el 31 de diciembre del 2023. En este monto se encuentran incluidos los honorarios relacionados a la asesoría y el diseño de estrategia del Embajador Hugo Llorens y su compañía, Global Partners LLC, una sociedad de responsabilidad limitada constituida en Florida ("AHLLPG").

Cabe mencionar que no podemos hacer promesa o dar garantía alguna con respecto al resultado del asunto por el cual nos contrata y nada en esta carta de contratación debe interpretarse como tal promesa o garantía. Si el asunto no avanza o no llega a la conclusión

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deseada por algún motivo, la República sigue siendo directamente responsable de todos los costos y gastos efectivamente facturados por el Bufete tal como está descrito anteriormente.

2. Reembolso de Gastos. En esta contratación, podremos incurrir en gastos y recargos internos en nombre de la República, entre los cuales cabe mencionar la posibilidad de que sean cargos tales como gastos de viaje y transporte (incluyendo viáticos), siempre y cuando para tal efecto contemos con el consentimiento previo por escrito de la República. Les serán facturados, al costo, los cargos pagados a terceros, y los cargos por servicios internos se facturaran a nuestras tarifas habituales. Le rogamos tener en cuenta que no pagaremos facturas a proveedores terceros superiores a US$10.000 hasta tanto no recibamos el pago de ustedes por dichos servicios.

Durante esta asesoría puede que sea necesario contratar a personas con capacitaciones o experiencia especiales, para ayudarnos a prestar nuestros servicios. Dependiendo de las circunstancias, puede que recomendemos que la República asuma la responsabilidad de contratar a dichas personas.

3. Honorarios y Gastos. El Bufete les enviara, con regularidad cada mes, un estado de cuenta relacionado con los honorarios descritos en la cláusula 1 y, de ser el caso, gastos incurridos. Todos los estados de cuenta son pagaderos dentro de los treinta (30) días posteriores a su recepción. Si no recibimos el pago oportuno de nuestros honorarios por tres meses consecutivos, nos reservamos el derecho de finalizar nuestros servicios y retirarnos de esta asesoramiento, siguiendo siempre las Reglas de Responsabilidad Profesional aplicables. Esto no exime a la República de su obligación a pagar el saldo de los meses adeudados y pendientes para pagar.

4. Renuncia a Conflictos Futuros. Somos un bufete internacional y representamos a una amplia gama de individuos, empresas, países y otras entidades. Nuestro sitio web www.arnoldporter.com contiene un resumen de nuestras áreas de ejercicio actuales y de las industrias en las que representamos a clientes. Algunos de dichos clientes, actuales o futuros, podrán tener asuntos en conflicto con ustedes, que podrán representar una serie de riesgos, directos o indirectos, para sus intereses jurídicos, financieros u otros. Por ello, al manifestar su conformidad con esta carta, ustedes aceptan que por asesorarlos a ustedes no seremos descalificados para representar a otros clientes con intereses adversos en litigios, transacciones y otros casos que no estén relacionados sustancialmente con los asuntos por los cuales ustedes nos han contratado.

En relación con nuestra representación en el caso de vernos en la necesidad de consultar a nuestro propio Asesor Jurídico, otros abogados del Bufete o abogados externos, nosotros incurriremos en tales gastos. En la medida en que nos estemos ocupando de

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nuestros propios derechos o responsabilidades en las consultas, se podrá considerar que existe un conflicto de intereses entre ustedes y nosotros por motivo de esas consultas. Por consiguiente, una condición de esta contratación es que ustedes nos den su consentimiento para realizar las consultas indicadas y renuncien a todo reclamo por conflicto de intereses basado en las mismas, y reconozcan que dichas comunicaciones no le podrán ser divulgadas con base en nuestro propio privilegio abogado-cliente.

Además, esta carta de contratación confirma nuestro entendimiento de que, salvo que lleguemos a un acuerdo explícito, ustedes, actuando a través del Ministerio, nos están contratando en nombre de la República de Honduras para asesorarla, y no para asesorar o representar a otro ministerio, agencia, entidad estatal o entidades afiliadas.

5. Fin de Nuestra Asesoramiento. Si determinamos en algún momento, por mutuo acuerdo, que ya no existe un asunto en el cual estamos asesorando al Ministerio, ustedes pasaran a ser un excliente y dejaran de ser un cliente activo, a menos que acordemos que les prestemos servicios adicionales.

Ustedes están en plena libertad de terminar nuestros servicios en todo momento. Sin embargo, en caso de que terminaran nuestros servicios antes del periodo acordado, la República estará obligada a pagar el saldo del mes pendiente y adeudado del mes en que se termina nuestros servicios. Además de los motivos que se describen anteriormente, nos reservamos el mismo derecho, y siempre y cuando nuestro retiro se pueda realizar de conformidad con la legislación aplicable.

6. Conservación de Documentos. Nuestro Bufete en ocasiones adopta políticas relacionadas con la conservación o destrucción de expedientes y documentos relacionados con los asuntos o casos de nuestros clientes. Cuando se concluye un asunto para el cual hemos sido contratados, es posible que destruyamos los documentos relacionados con el mismo, si lo consideramos conveniente, y siempre y cuando no exista un acuerdo escrito entre el cliente y el Bufete al respecto. Si la legislación aplicable exige que conservemos documentos y expedientes por un periodo de tiempo determinado, dicha legislación prevalecerá sobre esta regla general. El termino documentos y expedientes incluye copias electrónicas y copias impresas.

7. Resolución de Disputas. En la medida en que la ley aplicable no contenga disposiciones diferentes, toda disputa, reclamo o controversia ("Disputa") entre la República - incluido cualquier tercero que la República acordó pagar al Bufete para representar- y el Bufete (incluyendo cualquiera de nuestros socios, abogados, asociados, empleados, agentes y representantes), que surja o esté relacionada de algún modo con esta contratación, con todo servicio que prestemos, o con honorarios y costos de prestación

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servicios, se resolverá mediante un arbitraje confidencial y vinculante en Washington, D.C. ante un panel de tres árbitros neutrales. El arbitraje será administrado por JAMS de conformidad con sus Reglas y Procedimientos de Arbitraje Integral vigentes en el momento en que se inicie el arbitraje. El panel decidirá toda cuestión de incumplimiento, terminación. ejecución. interpretación o validez de esta contratación , incluyendo el alcance o la aplicabilidad de la contratación para el arbitraje. Las partes aceptan y acuerdan implementar el Procedimiento de Apelación de Arbitraje Opcional de JAMS (tal como existe en la fecha de esta contratación) con respecto a todo laudo final de conformidad con esta contratación. Todos los procedimientos judiciales relacionados con el arbitraje se llevaran a cabo en tribunales estatales (o federales, si existe jurisdicción) ubicados en Washington, D.C. Esta cláusula no impedirá que las partes busquen recursos provisionales de un tribunal de jurisdicción apropiada en respaldo del arbitraje.

Las partes mantendrán la naturaleza confidencial del procedimiento de arbitraje y del laudo, incluyendo las audiencias excepto, según sea necesario, para preparar y llevar a cabo una audiencia sobre el fondo, o excepto cuando sea necesario en relación con una solicitud judicial de recurso previo, impugnación o ejecución judicial de un laudo, o a menos que se trate de un requisito debido a una ley o decisión judicial. Las partes aceptan hacer todo lo posible para que sus directores, funcionarios, socios, asociados, empleados, afiliados y agentes cumplan con este acuerdo de confidencialidad.

Esta contratación y las derechos de las partes en este documento se regirán e interpretaran de acuerdo con las leyes del Distrito de Columbia, excluyendo las reglas de conflicto o derecho aplicable. Las partes reconocen que esta contratación representa una operación que implica un comercio interestatal y, sin perjuicio de lo dispuesto en la oración anterior, todo arbitraje que se lleve a cabo conforme a los términos de esta contratación se regirá por la *Federal Arbitration Act*, y sus modificaciones.

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Le rogamos que nos contacte si tiene usted alguna pregunta respecto a los asuntos que anteceden. Agradecemos nuevamente la oportunidad de prestarles nuestros servicios.

Muy atentamente,

Ambassador Thomas A. Shannon

Raul R. Herrera

FIRMADO EN SEÑAL DE ACEPTACION POR:
LA REPÚBLICA DE HONDURAS

Firma _____

Nombre Eduardo Enrique Reina García

Titulo Secretario de Estado en Relaciones Exteriores y Cooperación Internacional

República de Honduras

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