Received by NSD/FARA Registration Unit 11/04/2021 7:56:35 PM

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
Yorktown Solutions, LLC

2. Registration Number
6491

3. Primary Address of Registrant
601 13th Street, NW, Suite 900 South, Washington, D.C. 20005

4. Name of Foreign Principal
Ministry of Foreign Relations and International Cooperation of the Republic of Honduras (through the Embassy of Honduras in the United States)

5. Address of Foreign Principal
Embassy of Honduras in the United States
1220 19th Street, NW Suite 320
Washington, D.C. 20036

6. Country/Region Represented
Honduras

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

- ☒ 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 Relations and International Cooperation of the Republic of Honduras (through the Embassy of Honduras in the United States)

b) Name and title of official with whom registrant engages
Ambassador Luis Suazo Barahona

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.

Received by NSD/FARA Registration Unit 11/04/2021 7:56:35 PM

Received by NSD/FARA Registration Unit 11/04/2021 7:56:35 PM

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

a) Name and title of official 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).

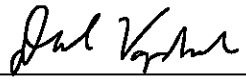
12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Received by NSD/FARA Registration Unit 11/04/2021 7:56:35 PM

Received by NSD/FARA Registration Unit 11/04/2021 7:56:35 PM

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
November 4, 2021	Daniel P. Vajdich	Sign	
		Sign	
		Sign	
		Sign	

Received by NSD/FARA Registration Unit 11/04/2021 7:56:35 PM

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

OMB No. 1124-0004; Expires July 31, 2023

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 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
Yorktown Solutions, LLC	6491

3. Name of Foreign Principal

Ministry of Foreign Relations and International Cooperation of the Republic of Honduras (through the Embassy of Honduras in the United States)

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? November 4, 2021

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

The registrant will provide government and public affairs services to the Ministry of Foreign Relations and International Cooperation of the Republic of Honduras (through the Embassy of Honduras in the United States) related to U.S.-Honduras bilateral relations, which is expected to include contact with U.S. government officials, media, and private sector commercial actors for the purposes of expanding U.S.-Honduras cooperation in the following areas: (1) geopolitical stability in Central America; (2) territorial integrity and peaceful cooperation in Central America; (3) regional security and defense cooperation; (4) private sector engagement, international investment, and trade promotion; (5) electoral participation and democratic processes; (6) migration and human rights; (7) public health and pandemic response; (8) economic development and employment opportunities; (9) public safety, law enforcement, and counter-narcotics; (10) institutional capacity, transparency, and rule of law; (11) bilateral cooperation and international finance; and (12) environment and climate change.

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

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 government and public affairs services to the Ministry of Foreign Relations and International Cooperation of the Republic of Honduras (through the Embassy of Honduras in the United States) related to U.S.-Honduras bilateral relations, which is expected to include contact with U.S. government officials, media, and private sector commercial actors for the purposes of expanding U.S.-Honduras cooperation in the following areas: (1) geopolitical stability in Central America; (2) territorial integrity and peaceful cooperation in Central America; (3) regional security and defense cooperation; (4) private sector engagement, international investment, and trade promotion; (5) electoral participation and democratic processes; (6) migration and human rights; (7) public health and pandemic response; (8) economic development and employment opportunities; (9) public safety, law enforcement, and counter-narcotics; (10) institutional capacity, transparency, and rule of law; (11) bilateral cooperation and international finance; and (12) environment and climate change.

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.

The registrant will be engaged in a range of activities, including advocacy, public relations, perception management, and dissemination of informationl matierals for the purposes of expanding U.S.-Honduras cooperation in the following areas: (1) geopolitical stability in Central America; (2) territorial integrity and peaceful cooperation in Central America; (3) regional security and defense cooperation; (4) private sector engagement, international investment, and trade promotion; (5) electoral participation and democratic processes; (6) migration and human rights; (7) public health and pandemic response; (8) economic development and employment opportunities; (9) public safety, law enforcement, and counter-narcotics; (10) institutional capacity, transparency, and rule of law; (11) bilateral cooperation and international finance; and (12) environment and climate change.

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.

The registrant engaged in communications with U.S. government officials for the purposes of distributing the attached informational material.

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

Date	Contact	Method	Purpose
11/4/21	Juan Gonzalez (White House NSC)	Email	U.S.-Honduras bilateral relations
11/4/21	Hugo Rodriguez (State Department)	Email	U.S.-Honduras bilateral relations
11/4/21	Ricardo Zuniga (State Department)	Email	U.S.-Honduras bilateral relations
11/4/21	Dan Erikson (Defense Department)	Email	U.S.-Honduras bilateral relations
11/4/21	Paco Palmieri (SOUTHCOM)	Email	U.S.-Honduras bilateral relations
11/4/21	Brandon Yoder (Senate)	Email	U.S.-Honduras bilateral relations
11/4/21	Victor Cervino (Senate)	Email	U.S.-Honduras bilateral relations
11/4/21	Bill Monohan (Senate)	Email	U.S.-Honduras bilateral relations
11/4/21	Adam Barker (Senate)	Email	U.S.-Honduras bilateral relations
11/4/21	Alex Brockwehl (House)	Email	U.S.-Honduras bilateral relations
11/4/21	Mariana Cruz-Munoz (House)	Email	U.S.-Honduras bilateral relations
11/4/21	Ana Rosa Quintana (House)	Email	U.S.-Honduras bilateral relations
11/4/21	Chidi Blyden (House)	Email	U.S.-Honduras bilateral relations

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

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

Total

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 in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

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.

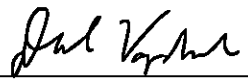
2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

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
November 4, 2021	Daniel P. Vajdich	Sign	
		Sign	
		Sign	
		Sign	

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

GOVERNMENT OF THE REPUBLIC OF HONDURAS

Issue and Policy Note

CONCERNS REGARDING REGIONAL SECURITY

A series of recent actions and statements from a neighboring country -- with whom, up to now and for decades, Honduras has maintained peaceful and friendly relations -- raise unavoidable issues of regional security and may suggest a potential threat to the continuation of the peaceful decades that our region has enjoyed and which Honduras strives to extend into this new era.

These actions by the neighboring country include, but are not limited to:

1/ SIGNIFICANT AND DESTABILIZING MILITARY BUILD-UP.
2/ STRATEGIC REALIGNMENT AND DISRUPTION.
3/ EXPANSION, AND CHALLENGES TO SOVEREIGNTY.

As a consequence, the regional policy interests of the United States as expressed by Washington, as well as matters of bilateral interest, including migration and regional security, are directly affected.

1/ MILITARY BUILD-UP.

(1A) The neighboring country has announced a plan to double the size of its national armed forces, to become a force of 40,000. That military project would overwhelm the strategic balance with Honduras and would be in contradiction with regional commitments under which each country limits the size of its military forces.

(1B) The military plans of the neighboring country are disproportionate and destabilizing.
-- With the increase in its military to 40,000, the neighboring country would have an armed forces nearly double in size that of Honduras.
-- It is grossly disproportionate: the population of Honduras is fifty percent larger and the territory of Honduras is more than five times bigger than that of the neighboring country.
-- The neighboring country also has a national police force that is more than fifty percent larger than the National Police of Honduras.

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

(1C) The neighboring country is also engaged in the acquisition of weaponry that is not suitable for policing purposes against criminal groups, the purported motive for the military escalation, but would be significant for acts of military aggression: including military aircraft (both A37s and F5s) and 155mm howitzers. In the current context this military build-up poses a challenge to regional stability.

(1D) Additional facts also do not support the contention that the primary purpose of the neighboring country in doubling the size of their armed forces (and with significant military weapons acquisitions) is primarily to fight criminal gangs, and instead suggest the military build-up may have a different and aggressive purpose:
-- The neighboring country has asserted that its security forces, *at their current levels*, have already been able to dominate and control the criminal gangs.
-- The neighboring country has recently declined to extradite members of the transnational criminal gangs that were requested by the United States.
-- Media reports from that country indicate that an investigation by the independent national prosecutor found evidence of a negotiated arrangement between the government and transnational criminal gangs.
-- The implication of external conflict is inherent in the statement by the neighboring country that the increase of its military force to 40,000 will be to face its "internal and *external enemies*" ["sus enemigos internos y externos"]. The neighboring country has land borders with just two countries.

(1E) While Honduras expresses no opinion or interest regarding the internal affairs of the neighboring country, the doubling of their armed forces and their acquisition of armaments is a regional security issue of interest to multiple countries.

2/ STRATEGIC REALIGNMENT AND DISRUPTION.

(2A) The neighboring country has announced the introduction of a major territorial project in the region, sponsored by an Asian great power.

(2B) The practice applied in other countries suggests that the territorial project in the neighboring country could entail the arrival of a foreign construction force of many thousands, mostly men of military age from an Asian great power.

(2C) Proposed plans are in circulation that indicate that the project, including privileged economic zones over roughly 15 percent of the national territory, could have a "footprint" reaching across a third of the neighboring country and along half of its

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

coastline up to and including a port project in the land abutting the Gulf of Fonseca, a maritime zone of strategic significance for Honduras.

(2D) The announcement of this territorial project coincides with public references in the neighboring country, by a leading member of the governing coalition, to aggressive and illegitimate claims against a strategic piece of sovereign Honduran territory (Isla Conejo), located in the Gulf of Fonseca and therefore contiguous with that major, foreign territorial project.
-- The matter of Honduran sovereignty over Isla Conejo, and any related dispute in relation to the Gulf of Fonseca, has been exhaustively examined in litigation before the International Court in the Hague and has been definitively resolved in favor of Honduras.

(2E) These illegitimate territorial claims have much larger implications which are of both regional and geopolitical significance.
-- An illegitimate territorial claim in relation to Isla Conejo could affect maritime rights and could be used to limit the peaceful economic development plans of Honduras and/or limit the sea access of Honduras to the Pacific Ocean, and instead shift advantage and special strategic significance to the development plans of the neighboring country in relation to the foreign territorial project, including port development by an Asian great power, and which can be seen in conjunction with the transfer of effective control of an island of the neighboring country (Isla Perico).

(2F) Even as the region works for peace and development, the neighboring country continues to refuse to accept the final ruling of the Hague that recognizes and guarantees Honduras its access to the Pacific Ocean and its rights and territory in the Gulf of Fonseca.

3/ EXPANSION, AND “RE-UNIFICATION”.

(3A) In view of the military build-up by the neighboring country and the illegal claims against Honduran territory, the regional implications of the proposed Constitutional change, specifically the elements which re-define Central American “integration”, cannot be ignored.

(3B) It is significant that the neighboring country, in a recently announced reform of its Constitution, proposes new draft language that explicitly calls for the “facilitation” of political “union” among the “peoples" of Central America, and it does so in a context that

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

appears inherently expansionist, at the expense of the national sovereignty and independence of each country and citizenry in the region.

(3C) A peaceful vision of integration has long been expressed in Central America which is similar to or inspired by the European experience of the Schuman-Adenauer-Monnet collaboration and its evolution to the EEC and, eventually, the European Union. That peaceful vision is reflected in the *existing* constitution of the neighboring country.
-- However, the existing constitutional language would be replaced under the proposed reform, turning away from the consensus concept of Central American integration.
-- The new language in the proposed constitutional reform in the neighboring country pivots towards a different concept of political union that, to again use European history as a reference, is more similar to a "reunification/Anschluss" model that, in its effect, bypasses national sovereignty and transfigures pluralistic integration into intervention and domination.

(3D) In view of the military build-up by the neighboring country and the illegal claims against Honduran territory, particular attention must also be given to public assertions by that country that itself and Honduras should be regarded as but one single country, that the two had once been a single country and should become again in fact a single country, and that the two citizenries should be regarded as but a single "people".

(3E) These assertions coincide with repeated demonstrations by the neighboring country of trans-border political activism or intervention with disregard for the national sovereignty of Honduras, as well as efforts to promote the transnational regional expansion of the ruling party of the neighboring country.

(3F) Honduras reaffirms its commitment to the historic and widely accepted vision of peaceful and cooperative Central American integration, to be advanced collaboratively by the sovereign nations of the region.

In view of these circumstances:

1. Honduras will reaffirm its commitment to peaceful and cooperative relations with its neighbors and reciprocal respect for the sovereignty of each brother republic in Central America and for its national territory and recognized borders.
2. Honduras will consult with its strategic allies and other members of the international community, including pertinent regional bodies and permanent members of the UN Security Council.
3. Honduras will evaluate and, as needed, update its national security posture.

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

4. Honduras will evaluate its network of alliances and evaluate the further development of that network to assure the necessary security guarantees.

In this regard, the Embassy of Honduras, acting in coordination with the Honduran Foreign Ministry and the Ministry of National Defense, and with US-based government relations advisors specialized in international security matters and independent policy experts and institutions, will work to support constructive efforts in Washington that favor 1. Geopolitical stability in Central America; 2. Territorial integrity and peaceful cooperation in the Northern Triangle; 3. Regional security and defense cooperation; and other matters of bilateral interest between Honduras and the United States that have significant implications in relation to development, democracy, and migration.

November 2021
Washington, DC

ATTACHMENTS

https://www.janes.com/defence-news/news-detail/el-salvador-aims-to-double-size-of-military-within-five-years

https://www.nbcnews.com/politics/national-security/project-el-salvador-shows-how-china-exerting-growing-power-america-n1278464

https://english.elpais.com/usa/2021-07-29/bukeles-expansionist-dreams-for-central-america.html

https://dialogo-americas.com/articles/china-seeks-to-consolidate-domination-plan-in-el-salvador/

https://inss.ndu.edu/Media/News/Article/2814467/the-prcs-changing-strategic-priorities-in-latin-america-from-soft-power-to-shar/

https://elfaro.net/en/202108/el_salvador/25670/Criminal-Investigation-Found-the-Bukele-Administration-Hid-Evidence-of-Negotiations-with-Gangs.htm

https://www.washingtonpost.com/world/the_americas/el-salvador-gangs-violence/2020/09/05/8fb8734e-eee3-11ea-bd08-1b10132b458f_story.html

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

https://www.politico.com/newsletters/politico-china-watcher/2021/08/12/adm-faller-china-exploiting-corruption-in-latin-america-493948

https://www.infodefensa.com/texto-diario/mostrar/3110840/salvador-inicia-reclutamiento-hasta-20000-efectivos-fuerzas-militares

https://www.nytimes.com/2019/09/21/world/americas/china-el-salvador-trump-backlash.html

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

GOBIERNO DE LA REPÚBLICA DE HONDURAS

EMBAJADA DE HONDURAS EN LOS ESTADOS UNIDOS DE AMÉRICA

YORKTOWN SOLUTIONS

Consulting Agreement

This Consulting Agreement ("Agreement") is made as of October 26, 2021, between the Ministry of Foreign Relations and International Cooperation, through the Embassy of Honduras in the United States of America ("EOH"), located at 1220 19th St. NW, Suite 320, Washington, DC 20036 and Yorktown Solutions, LLC ("YTS"), a strategic and political risk advisory firm with offices located at 601 Thirteenth Street NW, Suite 900 South, Washington, D.C. 20005.

RECITALS

A. YTS is a consulting firm that provides strategic advisory services.

B. EOH desires to engage the advisory services of YTS, and YTS desires to provide advisory services to EOH upon the terms and conditions below.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Advisory Duties. YTS will provide strategic advice and management services to EOH related to U.S.-Honduras bilateral relations, including issues management, meeting planning, and government relations, which is expected to include contact with U.S. government officials, media, and private sector commercial actors. YTS will seek to further expand U.S.-Honduras cooperation in the following areas: (1) geopolitical stability in Central America; (2) territorial integrity and peaceful cooperation in the Northern Triangle; (3) regional security and defense cooperation; (4) private sector engagement, international investment and trade promotion; (5) electoral participation and democratic processes; (6) migration and human rights; (7) public health and pandemic response; (8) economic development and employment opportunities; (9) public safety, law enforcement, and counter-narcotics; (10) institutional capacity, transparency, and rule of law; (11) bilateral cooperation and international finance; and (12) environment and climate change.

2. Term. YTS's duties under this Agreement shall commence on the Effective Date and continue until December 31, 2021.

3. Independent Contractor Status. It is understood that YTS is an independent contractor and is not an employee of EOH and shall not hold itself out to the public as an employee of EOH. EOH will not provide, nor will it be responsible to pay for, any benefits for YTS.

4. Employees of Independent Contractor. YTS may, in its sole discretion, hire as many employees, contractors, or other persons as it requires in order to fulfill its

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

obligations under Section 1 of this Agreement. EOH will be advised of the employment or hiring by YTS of such persons. If such persons are employees of YTS, then YTS shall be solely responsible for all necessary insurance and payroll deductions for such persons, including but not limited to, federal, state, and local income taxes, Social Security taxes, unemployment compensation taxes, workers' compensation coverage, and any other fees, charges, or licenses required by law. If such persons are contractors of YTS, then the independent contracting relationship shall be established between such contractor and YTS exclusively, and YTS shall be responsible for directing the duties of such contractor.

5. Business of Independent Contractor. YTS may engage in any other business that it desires and is not required to devote all its energies exclusively for the benefit of EOH.

6. No Solicitation. During the term of this Agreement and for a period of one year after its termination EOH will not for its purposes or on behalf of any other party or any of its affiliates, employ, take away, or attempt to take away any YTS employee or contractor, unless EOH has received the prior written approval of YTS.

7. Discrimination. No person on the basis of handicap, race, color, religion, sex, sexual orientation, age, or national origin, will be excluded from participating in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of YTS. YTS shall, upon request, show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants, notices of non-discrimination.

8. Compensation. In complete consideration for the services to be rendered under this Agreement, constituting a non-refundable fee ("Fee") for the services associated with strategic advice in the United States and as an allowance for out-of-pocket expenses incurred in the execution of the services, EOH shall pay YTS the sum of US$300,000 (three hundred thousand US dollars). YTS will not expense EOH for domestic or international travel, hotels, meals, or any other activity conducted on behalf of the client below US$10,000.

9. Invoice. YTS will submit invoices to EOH for the Fee set forth in Section 8 of this Agreement. The first invoice will be submitted by YTS on October 2021, for the sum of US$100,000 (one hundred thousand US dollars). The following invoices will be submitted by YTS monthly, on the same day and for the same amount until completion of the total Fee agreed on Section 8 and within the term stated in Section 2. EOH agrees to effect payment upon receival of invoice, through transfer to the bank account that for this purpose consigns YTS in the form stated as follows: YORKTOWN SOLUTIONS LLC; ACH Instructions: Bank of America, N.A., [redacted]

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

10. Additional Services and Fees. Prior to commencing any such additional services, EOH shall also pay YTS, upon receipt of invoices from YTS, for: (i) the costs of all approved events or production projects, such amounts based on the budgets set forth for such events or projects; (ii) the costs of all approved vendor fees, such amounts based on the mutually-agreed upon estimates set forth for such fees; and (iii) the development, production, and placement of paid advertisements, such amounts based on the mutually-agreed upon estimates set forth for such fees. Upon completion of the services, YTS will reconcile actual costs to estimates, and invoice or refund EOH as necessary.

11. Disclosure and Confidentiality. All non-public information marked as such and given to YTS by EOH will be considered confidential information and shall be maintained as such by YTS until the same becomes known to third parties or the public without release thereof by YTS, or unless YTS is required to disclose such information under applicable law, *provided*, that in such instance, YTS shall notify EOH as promptly as possible of such obligation to release confidential information. YTS shall take all necessary steps to safeguard the confidentiality of such material or information. YTS will give EOH notice as set forth herein before making such disclosure of non-public information. Further, YTS agrees to inform EOH immediately upon receiving reason to believe that persons or entities are seeking to obtain any confidential information from YTS.

12. Governing Law. This Agreement shall be subject to and governed by the laws of the District of Columbia, without regard to the conflict of law provisions thereof. Any dispute regarding the terms of this Agreement shall be brought in district or federal courts located in the District of Columbia.

13. Legal Filings. It is understood that YTS may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA") on behalf of EOH and thereafter will be required to file the reports required by FARA, detailing its activities under this Agreement on EOH's behalf. It is further understood that YTS will comply with all Federal statutes, regulations, and ethics rules governing its activities on behalf of EOH with the United States Congress and Federal Executive Branch departments and agencies.

14. Termination of Agreement. Either party may terminate this Agreement without cause for any reason 60 days after the Effective Date. In the case of a material breach by the other party, this Agreement may be terminated immediately. In the event of a termination of this Agreement (whether or not for cause) EOH shall remain liable for all fees, disbursements, and other related charges incurred by YTS and its contractors up to the date of termination, as well as amounts that YTS is obligated to pay to third parties pursuant to non-cancelable agreements YTS has entered into in performance of this Agreement.
15. Waiver. The waiver by either party of any covenant, obligation, or breach of this Agreement shall not operate as, or be construed as, a waiver of any other such

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

covenant, obligation, or breach hereof.

16. Modification. No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between EOH and YTS regarding the matters related hereto.

18. Severability. If any terms of this Agreement are held to be invalid or unenforceable as a matter of law the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

19. Indemnification. (a) Each party agrees that it will indemnify and hold harmless the other party, its officers, employees, agents, subsidiaries, and affiliates, and the officers, employees, and agents of such affiliates, from and against any and all loses, claims, damages, liabilities, costs or expenses (including reasonable attorney's fees) (collectively, "Claims") incurred which are related to or arise out of or are in connection with any actual or alleged violation or breach of the terms of this Agreement; and (b) EOH agrees that it will indemnify and hold harmless YTS from any Claims brought by third parties arising out of or in connection with YTS's performance of this Agreement, provided that EOH shall not be obligated to indemnify YTS if such Claim results from negligence on the part of YTS. In the case of any negligent action on the part of YTS, YTS agrees that it will indemnify and hold harmless EOH from any and all Claims arising out of or in connection with such negligence. The obligations in this Section 19 shall survive the termination of this Agreement and are in addition to any liability which an indemnifying party may otherwise have, and shall be binding upon and inure to the benefit of any successors, assigns, heirs, and personal representatives of the indemnified party.

20. Headings. The headings are inserted for convenience and shall not be considered when interpreting any of the provisions or terms hereof.

21. Signature Authority. Each of the signatories to this Agreement warrant and represent that they have the full legal authority to execute this Agreement and that they are duly authorized to bind the entity on behalf of which they have executed the Agreement.

22. Notices. Whenever notices are required to be given under this agreement, such notices shall be sufficiently given or made if in writing and sent by certified mail, return receipt requested, addressed as follows:

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM

In the case of YTS:
Yorktown Solutions, LLC
Attn: Daniel Vajdich
601 Thirteenth Street, NW, Suite 900 South
Washington, D.C. 20005

In the case of EOH:
Embassy of Honduras
Attn: Luis Fernando Suazo Barahona
1220 19th St. NW, Suite 320
Washington, DC 20036

In witness whereof, each of the parties hereto has executed this contract in duplicate originals; in English and Spanish, one of which is retained by each of the parties

Yorktown Solutions, LLC

Daniel P. Vajdich
President

Embassy of Honduras

Luis Fernando Suazo Barahona
Ambassador
By delegation under Agreement No. 01-SG-2021

Received by NSD/FARA Registration Unit 11/04/2021 7:56:32 PM