

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Laxalt, Washington, Perito & Dubuc 1120 Connecticut Avenue, N.W. Washington, DC 20036		2. Registration No. 4107
3. Name of foreign principal Operaciones Turisticas, S.A. (OPTUR)	4. Principal address of foreign principal Hotel Honduras-Maya de Tegucigalpa Tegucigalpa, Honduras	

5. Indicate whether your foreign principal is one of the following type:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Committee
 - Corporation
 - Voluntary group
 - Association
 - Other (specify) _____
- Individual—State his nationality _____

6. If the foreign principal is a foreign government, state: **N/A**

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state: **N/A**

- a) Principal address
- b) Name and title of official with whom the registrant deals.
- c) Principal aim

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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
Operating a Hotel Casino

b) Is this foreign principal

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 whole 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 may be used.)

N/A

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

OPTUR is substantially owned by Corporacion Operandora de Casinos Hondurenos, S.A. which owns 95% of the stock and it is controlled by Corporacion Operandora de Casinos Hondurenos, S.A.

Date of Exhibit A

Name and Title
Michael J. Calhoun
Partner

Signature



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. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant

Name of Foreign Principal

Laxalt, Washington, Perito &
Dubuc

Operaciones Turisticas, S.A. (OPTUR)

Check Appropriate Boxes:

1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. The agreement or understanding between the registrant and 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 the expenses, if any, to be received.

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

The Registrant will provide research and analysis of foreign laws and international rules concerning tax and commerce. Registrant may communicate with U.S. State Department personnel regarding U.S. interpretation of these matters.

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

The Registrant will represent the foreign principal in discussions regarding U.S. interpretation of certain international laws regarding commerce and taxation.

6. 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.

See response to questions 4 and 5.

Date of Exhibit B

Name and Title

Signature

Michael J. Calhoun
Partner



¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other 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.

LAXALT, WASHINGTON, PERITO & DUBUC

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

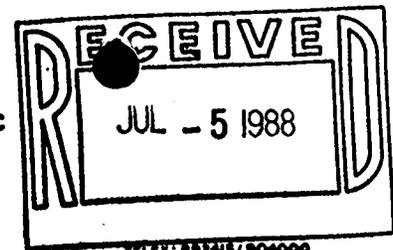
1120 CONNECTICUT AVENUE, N.W.

WASHINGTON, D.C. 20036

(202) 857-4000

1488 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20004
(202) 857-2000

2888 WORLD TRADE CENTER
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June 27, 1988

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Mr. John Donohue
President
La Sociedad Mercantil Operaciones Turisticas
S.A. de C.V. (OPTUR)
2555 Altamar Drive
Laguna Beach, California 92651-1034

Dear Mr. Donohue:

This letter is to confirm that La Sociedad Mercantil Operaciones Turisticas S.A. de C.V. (OPTUR) wishes to retain Laxalt, Washington, Perito and Dubuc to provide legal representation, advice and counsel on corporate matters. OPTUR is a company organized and existing under the laws of Honduras.

We undertake to provide legal representation, advice and counsel to OPTUR in relation to its business operations in Honduras. To this end, we further undertake to review such files, develop such factual materials, conduct such legal research, prepare and submit such legal documents, and seek to arrange and conduct such presentations and meetings as may be necessary and appropriate to resolve pending legal and administrative issues with Honduran authorities.

The legal fees for this representation shall be \$25,000 per month, payable monthly in advance. We will provide you with Statements of Account for this legal fee on a monthly basis.

We welcome the opportunity to be of service to you. If the foregoing is satisfactory, please indicate your acceptance by executing and returning the enclosed copy of this letter to me, along with a check in the amount of \$25,000 payable to Laxalt, Washington, Perito and Dubuc.

LAXALT, WASHINGTON, PERITO & DUBUC

Mr. John Donohue
June 27, 1988
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We look forward to working with you.

Sincerely,

Ballard Jamieson, Jr.
Ballard Jamieson, Jr.

The foregoing retainer letter has been reviewed and accepted this 29 day of June, 1988.

La Sociedad Mercantil Operaciones
Turisticas S.A. de C.V.

By: *John M Donohue*

Title: *President*

*With the Condition that this agreement can be
terminated with a notice of fifteen (15) days.*

*John M Donohue
President*