

Privacy Act Statement. 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. 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.

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, Criminal 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.

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 Schmeltzer, Aptaker & Shepard, P.C. 2600 Virginia Avenue, N.W., Suite 1000 Washington, D.C. 20037-1922	2. Registration No. 05304
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3. Name of foreign principal Fedavicac	4. Principal address of foreign principal Fedavicac/Compania Avicola de C.A. Blvd. FFAA, Edificio Harbun Tegucigalpa, HONDURAS
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5. Indicate whether your foreign principal is one of the following:

- Foreign government
- 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 _____

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

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

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

- a) Principal address. **N/A**
- b) Name and title of official with whom registrant deals.
- c) Principal aim.

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

Fedavicac is the Federation of Central American poultry producers in five Central American countries (Guatemala, Honduras, El Salvador, Nicaragua, and Costa Rica) that have come together to negotiate a framework agreement with the U.S. poultry industry as part of the CAFTA negotiations. Individually, these producers produce chicken and other related products in their countries of origin for the domestic markets and for export. Fedavicac's negotiations are coordinated closely with the Ministers of Trade of the five C.A. countries, but are not controlled by the Ministers.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must 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.

Fedavicac is constituted by the poultry industries of five Central American countries who have come together politically to negotiate a trade agreement with the U.S. poultry industry. Fedavicac is not owned by any specific player.

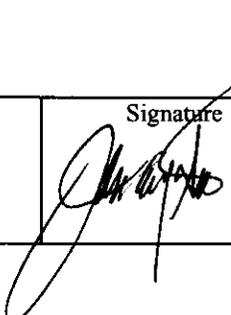
Date of Exhibit A	Name and Title	Signature
May 6, 2004	John Anthony Smith, Partner	

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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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, Criminal 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 Schmeltzer, Aptaker & Shepard, P.C. 2600 Virginia Avenue, N.W., Suite 1000 Washington, D.C. 20037-1922	2. Registration No. 05304
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3. Name of Foreign Principal
Fedavicac

CRIMINAL DIVISION
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Check Appropriate Boxes:

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.

Engagement letter attached.

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

See answers under #8 and #9.

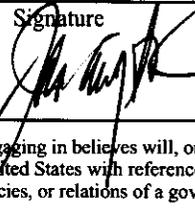
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Discuss and negotiate with U.S. poultry industry and Administrators involved in Central America Free Trade Agreement the framework for the trade in poultry products between the U.S. and Central America; lobby key members of Congress and the Administration for approval of CAFTA poultry agreement.

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.

Securing potential eventual passage of CAFTA, including provisions favorable to Fedavicac; entails being involved in negotiations between the Administration, Congress, and interested foreign parties. Write papers, build coalition with trade and industry groups, discuss and negotiate with U.S. poultry industry and the Administration re: CAFTA.

Date of Exhibit B May 6, 2004	Name and Title John Anthony Smith	Signature 
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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.

SCHMELTZER, APTAKER & SHEPARD, P.C.

COUNSELORS AT LAW

THE WATERGATE

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April 8, 2003

Mr. Guillermo Alvarado Downing
Director of Government Relations
Compañía Avícola de C.A.
Blvd. FFAA, Edificio Harbun
Tegucigalpa
HONDURAS

Mr. Guillermo López Suárez
Km. 7½ Blvd. Del Ejército Nacional
Soyapango, San Salvador
EL SALVADOR

Re: *Retainer Agreement*

Dear Guillermo and Guillermo:

The purpose of this letter is to confirm the terms and conditions and the duties and responsibilities I will undertake in representing your company during the negotiations of the Central American Regional Trade Agreement (CAFTA) between the Central American republics and the United States.

We will be responsible for acting as Washington D.C. Counsel for the Company and for developing and advocating the inclusion of commercially reasonable agricultural provisions in CAFTA. Our duties shall include legal and strategic advice; the drafting of advocacy and technical briefs and white papers; and meetings and negotiations with corporate, governmental and political leaders in furtherance of the project and such other responsibilities as assigned.

The Company agrees to pay Schmeltzer, Aptaker & Shepard (the Firm) a retainer of \$5000.00 per month, for a period of six months, payable on the date of execution of this engagement letter and the first of the month thereafter. Costs shall be paid upon proof of invoices in addition to the retainer upon billing.

It is understood that J. Anthony "Tony" Smith bills at \$320.00 per hour. The retainer of \$5000.00 represents an estimate that the Firm will spend 16 hours a month on this representation. The Firm agrees to keep records of the actual time required by the representation and at the end of the six-month period, if the Company desires to extend the engagement for another six months, the retainer will be adjusted up or down to reflect the actual hours devoted to the project. Adjustment will only be required if mutually agreed to and if there is a substantial

difference in these hours worked and the retainer amount. The Company shall have no obligation to pay any fees above the retainer amount.

Fees for these services will be based on the reasonable value of those services as determined in accordance with the American Bar Association and District of Columbia Rules of Professional Conduct. In calculating the value of work for purposes of the six-month adjustment, the time worked by me shall be based on a billing rate of \$320 per hour. It is understood that the Company is relying on my expertise and credibility and this matter will not be turned over to another lawyer in the Firm. You will be billed monthly for the retainer plus any costs and expenses. The Firm will keep a detailed accounting of the work done each month, which is available for inspection at your request. We will expect payment timely and charge 1.25 percent interest per month on past due amounts in arrears over 30 days. You will forward to us the first month retainer of \$5000.00 upon execution of this agreement. Any taxes owed in Central America will be the responsibility of the Company and any U.S. taxes shall be the responsibility of the Firm.

In the event that the relationship is terminated, you agree to pay all fees, costs, and expenses to the date of termination within 30 days.

The time for which a client may be charged may include, but will not be limited to, telephone and office conferences with a client, counsel, working with consultants, and others; conferences among our legal personnel; factual investigation; legal research; responding to client's requests for us to provide information to their auditors in connection with reviews or audits of financial statements; drafting of correspondence and opinion letters; pleadings, briefs, white papers and other documents; travel time spend working on your matters; waiting time in hearings and meetings; and time spent in related proceedings.

In addition to our fees, we will be entitled to payment or reimbursement for costs and expenses incurred in performing services such as photocopying, messenger and delivery service, computerized research, travel (including mileage, parking, air fare, lodging, meals, and ground transportation), long-distance telephone, telecopying, court costs and filing fees. Unless special arrangements are made at the outset, fees and expenses of others (such as experts, investigators, witnesses, other consultants and professionals and court reporters) will not be paid by us and will be the responsibility of, and billed directly to, the client. We will receive prior approval before retaining any such personnel.

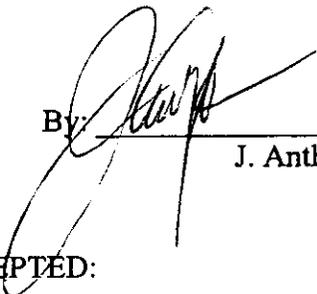
Either party may terminate this Agreement and our representation for any reason on 30 days' notice. In the case of termination, it will be effective 30 days from the date of a faxed notice of termination. In the event of any such termination, or withdrawal, you will remain responsible for all work done or expenses incurred by us on your behalf up to that point, and you agree to promptly pay us for same.

If the foregoing correctly reflects your understanding of the terms and conditions of our representation, please indicate your acceptance by executing this letter in the space provided below, retain a copy for your files, and return it to our office.

We are pleased to have this opportunity to be of service and to work with you.

Very truly yours,

SCHMELTZER, APTAKER & SHEPARD, P.C.

By: 

J. Anthony Smith

AGREED TO AND ACCEPTED:

By: _____

Guillermo López Suárez
President
Avícola Salvadoreña, S.A. de C.V.

By: _____

Guillermo Alvarado
Director of Government Relations
Compañía Avícola de C.A.