

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended.

REVISED

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.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage 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 <i>Chopak, Leonard, Schechter & Associates</i>	2. Registration No. <i>5174</i>
---	------------------------------------

3. Name of Foreign Principal <i>Government of Honduras</i>

CRM/SS/REGISTRATION UNIT
2007 OCT 21 PM 4:29

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.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
CLS was contracted to advise the interim government of Honduras on various communications needs and issues. The method of performance will be through the preparation of written information and other media forms. The information will be disseminated in face-to-face meetings with officials, public speeches, interviews with journalists and other related activities.

REVISED

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

The registrant will engage in the following activities on behalf of the foreign principal: providing advice and planning on strategic public relations activities, designing and managing said activities through the use of media outreach, policy maker and third party contacts and events, and public dissemination of information to government officials, the staff of government officials, news media and non-government groups. The purpose of these activities is to advance the level of communication, awareness and media/policy maker attention about the political situation in Honduras.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See above.

2009 OCT 21 PM 4: 29
CRM/ISS/REGISTRATION UNIT

Date of Exhibit B	Name and Title	Signature
September 18, 2009	Shannon Hunt Partner, Chespak, Leonard, Schechter & Associates	

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.



Ideas in Language
Constructing Communication

AFFIDAVIT OF ACCURACY

I, Lilian Carrasco, hereby certify that the following is, to the best of my knowledge and belief, a true and accurate translation of the following contract from Spanish to English.

Lilian Carrasco
Ideas in Language, Inc.
22061 Avonworth Sq.
Ashburn, VA 20148

Sworn to before me this
19th day of October, 2009

2009 OCT 21 PM 4: 29
CRH/ISS/REGISTRATION UNIT

Signature, Notary Public



Stamp, Notary Public

Virginia

(seal)

*Department of State
Presidential Office*

2009 OCT 21 PM 4:29
CRM/ISS/REGISTRATION UNIT

CONTRACT FOR CONSULTING SERVICES

We, Rafael Pineda Ponce, adult, Honduran, married, Professor with an ID Card No. [REDACTED] and with address in the city of Tegucigalpa, Municipality of the Central District, Department of Francisco Morazan, Secretary of State of the Presidential Office, nominated through Executive Agreement No. 71-2009 dated July 8th, 2009, issued by the Department of State and Justice, and in my position as coordinator of the Commission for the Strengthening of National Institutions, created by Executive Decree Number PCM-M-007-2009, approved by the President of the Counsel of Ministers, the 20th of August of 2009, and reformed by the Executive Decree Number PCM-M-012-2009, denominates as the "THE OFFEROR" on one side, and on the other, Mr. Peter Schechter, adult, married, American, with a Bachelors Degree in Communication Sciences, with Passport No. [REDACTED] with residence in the city of Washington DC, in the United States of America, and Legal Representative of the firm Chlopak Leonard Schechter and Associates (CLS), denominated from here on as "THE CONSULTANT", have agreed to the following Consulting Contract for Rendering the Services in the Field of Public Relations specializing in Management of Political Crisis, authorized by means of Direct Contracting under the Executive Decree Number PCM-M-011-2009, dated September 8th, 2009, which will be subject to the following clauses:

FIRST: OBJECTIVE OF THE CONTRACT: "Count on the consulting services of a public relations firm specialized in management of special political situations, with the objective of implementing a strategic communications plan to achieve a better positioning of the Government before the international public opinion, pursuing, at all times, higher levels of coordination and dissemination of objective messages about the activity of the Government headed by the President Roberto Micheletti.

Furthermore, **THE CONSULTANT** commits to draft and execute a communications plan to respond to the political situation which the country presently faces to include the following:

1. Perform monitoring and technical analysis about international news reports to analyze the trends of international public opinion;
2. Conduct measurement of the trends in public opinion;
3. Define, implement, and develop the Communications Plan for the Management of the political situation which would lead to achieve the desired image and positioning in function of well defined objectives, strategies and tactics;

(seal)

*Department of State
Presidential Office*

4. Identify and train government spokespersons, to achieve efficient communications with local and international media;
5. Design and implement pertinent communication strategies;
6. Implement a plan for key messages, with public opinion leaders and qualified spokespersons;
7. Identify stages, map actors and their influence in the public opinion, polemic subjects and their management according to the interests of the Government of the Republic;
8. Implement response-specific communication campaigns in mass media, at an international level;
9. Implement the positioning campaign for the creation of public opinion climates that would facilitate the introduction of themes or public proposals, such as the upcoming November 2009 elections, and;
10. Design a persuasion campaign effective at an international level, particularly among the U.S. House of Representatives and the U.S. Senate, the United Nations (UN), the SICA, among others, as well as strategic alliances with similar foundations and organizations.

SECOND: CONTRACT DURATION: The contract will have a duration of four (4) months which will begin from time of the signing of the contract and which under no circumstance shall be extended beyond December 31, 2009.

THIRD: AMOUNT OF THE CONTRACT: "THE CONSULTANT" will earn as fees for the professional services rendered a total amount of TWO HUNDRED AND NINETY TWO THOUSAND, THREE HUNDRED AND SEVEN DOLLARS WITH 69/100 (US\$292,307.69), which will be paid in the following manner:

1. A first payment of 45%, consisting of ONE HUNDRED AND THIRTY ONE THOUSAND, FIVE HUNDRED AND THIRTY EIGHT, WITH 46/100 (US\$131,538.46) upon the presentation of an Action Plan of the consultancy and a situation analysis in accordance to the terms of reference;
2. A second payment of 35%, consisting of ONE HUNDRED AND TWO THOUSAND, THREE HUNDRED AND SEVEN WITH 69/100 (US\$102,307.69) upon presentation of a mid-term report in accordance to the action plan previously presented and to the established terms of reference; and,
3. A final payment of 20%, consisting of FIFTY EIGHT THOUSAND, FOUR HUNDRED AND SIXTY ONE WITH 53/100 (US\$58,461.53) upon the

(seal)

*Department of State
Presidential Office*

SEVENTH: TERM OF DELIVERY: “THE CONSULTANT”, has the commitment and obligation to satisfactorily render to “THE OFFEROR” the contracted services, including the Final Report by the 20th day of December of the year two thousand and nine (2009).

EIGHTH: RETENTION OF WARRANTY: In compliance with Article 106 of the Federal Contracting Law, the Warranty of Fulfillment will be observed by making retentions equivalent to ten (10%) percent of each partial payment made to “THE CONSULTANT” for his work. These retentions will be disbursed once the consultancy process is finished, in accordance to the established on the present contract.

NINTH: CONSULTANT OBLIGATIONS: THE CONSULTANT makes the commitment to provide the consultancy services for THE OFERROR stipulated in the present contract, in accordance to the Terms of Reference and to the Consultant’s services proposal, rendering his services in an efficient and opportune manner pertaining quality and quantity.

TENTH: CONFIDENTIALITY: During the validity of this Contract and within the following two (2) years of its expiration, neither the Consultant, nor any Sub-contractor, or any member of its staff, shall reveal any confidential information or information that constitutes property of THE OFFEROR related to the Services of this Contract or the activities or operations of THE OFERROR without previous written consent of the latter.

ELEVENTH: OWNERSHIP OF MATERIALS. All studies, reports, graphics, statistics, software, or any other materials prepared by the CONSULTANT for THE OFERROR, based on this contract, will become property of THE OFERROR. THE CONSULTANT will be able to keep a copy of such documents or software.

TWELFTH: MODIFICATIONS TO THE CONTRACT: “THE OFERROR”, will be able, due to public interest reasons, to make modifications to the present contract, which can increase or decrease the figures set originally in the contract, as long as they don’t exceed ten percent (10%) of its value. Such changes will be made by change orders. If the modification were to exceed the percentage previously indicated, an expansion of the contract will be signed, following the same formalities of the present contract.

THIRTEENTH: FORCE MAJEURE OR UNFORSEEN CIRCUMSTANCES: Total or partial failure of the contractor to fulfill his corresponding obligations based on the purchase order, will not be considered as breach of contract, if it is due to unforeseen

(seal)

*Department of State
Presidential Office*

circumstances properly justified. Force Majeure or unforeseen circumstances that will be considered as such include: catastrophes caused by natural phenomena and force majeure, among others, accidents, strikes, wars, revolutions, insurrections, shipwrecks, fire, riots, etc.

FOURTEENTH: CONFLICT RESOLUTION: The Parties will make all possible efforts to find an amicable solution to all controversies that could arise from this Contract and its interpretation. All controversies between the Parties, relative to issues arising from this Contract and that couldn't get resolved in an amicable manner within thirty (30) days of receiving the petition from one of the Parties to find an amicable solution, in observance to the Article 17 from the Federal Regulatory Contracting Law, can be presented by any of the parties seeking a solution, to a conciliation process, in accordance to the Regulations of the Conciliation and Arbitration Board of the Chamber of Commerce and Industries of Tegucigalpa.

FIFTEENTH: DOCUMENTS FORMING PART OF THE CONTRACT: The following constitute an integral part of the present contract: 1) The terms of Reference; 2) The CONSULTANT'S services proposal. 3) The Technical/Legal Proposal to hire a Consulting Firm for the Management of the Political Crisis in Honduras and, 4) Executive Decree Number PCM-M-007-2009 approved by the President of the Board of Ministers, on the 20th day of August of 2009, and reformed by Executive Decree Number PCM-M-012-2009 5) Executive Decree Number PCM-M-011-2009 dated September 8th, 2009.

SIXTEENTH: ENDING, RESOLUTION AND SETTLEMENT OF THE CONTRACT: The present contract will end upon the normal fulfillment of benefits from both parties or by early resolution amid sufficient causes, all in accordance to the Articles 126 to 131 of the Federal Contracting Law.

SEVENTEENTH: APPLICABLE LAW: Every aspect not covered by this contract and the accompanying documents which conform it; will follow what has been stipulated in the Federal Contracting Law and its respective regulations.

EIGHTEENTH: ACCEPTANCE BY THE PARTIES: Both parties accept all the stipulations of the present contract and are obligated to observe its strict fulfillment.

(seal)

*Department of State
Presidential Office*

In good faith, and in warranty for both contracting parties, the present CONTRACT is signed, in the city of Tegucigalpa, Municipality of the Central District, on the ninth day of the month of September, of the year two thousand and nine.

(signature)

(signature)

“THE OFFEROR”

“THE CONSULTANT”

2009 OCT 21 PM 4: 29
CRM/ISS/REGISTRATION UNIT