

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 .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, 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.

*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 McDermott Will & Emery LLP	2. Registration No. 5986
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3. Name of foreign principal Ambassador Jorge Ramon Hernandez-Alcerro on behalf of the Government of Honduras	4. Principal address of foreign principal 3007 Tilden Street, NW Washington, DC 20008
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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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> 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
Embassy of Honduras in Washington, DC

b) Name and title of official with whom registrant deals
H.E. Ambassador Jorge Ramon Hernández-Alcerro

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

a) Principal address

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.

b) Is this foreign principal

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

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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.

Date of Exhibit A	Name and Title	Signature
1/13/2011	David D. Ransom, Partner	David D. Ransom

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, 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
McDermott Will & Emery LLP

2. Registration No.
5986

3. Name of Foreign Principal
Ambassador Jorge Ramon Hernandez-Alcerro on behalf of the Government of Honduras

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.

Registrant McDermott Will & Emery LLP was retained by Lanny J. Davis & Associates, LLC, to provide its client, the Government of Honduras, with legal services and government strategies with the objective of obtaining a new compact with the Millennium Challenge Corporation, as described in the attached letter of engagement.

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

All activities will be related to services as described in #7 above and in the attached letter of engagement.

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.

Provide information to the United States Government and the public related to the Millennium Challenge Corporation's compact with the Government of Honduras.

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Date of Exhibit B	Name and Title	Signature
1/13/2011	David D. Ransom, Partner	

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.

McDermott Will & Emery

Boston Brussels Chicago Düsseldorf Houston London Los Angeles Miami Milan
Munich New York Orange County Rome San Diego Silicon Valley Washington, D.C.

Strategic alliance with MWE China Law Offices (Shanghai)

Stephen M. Ryan
Attorney at Law
sryan@mwe.com
+1 202 756 8333

January 12, 2011

Lanny J. Davis, Esq.
Lanny J. Davis & Associates
600 13th Street, N.W.
Washington, D.C. 20005

Dear Lanny:

Thank you for selecting McDermott Will & Emery LLP ("McDermott") to represent you ("Davis" or "you") in connection with your assistance to your client, the Government of Honduras ("Honduras") regarding the Millennium Challenge Corporation. McDermott will undertake specific assignments as directed, and will also be providing legal advice separately to Honduras.

As we discussed, we will bill you for the services we render in this matter, and understand that you will forward our statements to Honduras for payment. McDermott will look only to Honduras for payment of all fees and disbursements, and waives all rights and remedies against Davis for unpaid bills, except that the two firms will share *pro rata* in payments received for the same time period. By counter-signing below, Honduras' General Counsel agrees to pay all McDermott bills submitted to Davis for work done on Honduras' behalf. Please note that McDermott requires payment for its services within 30 days of receipt. To assist you in your handling of our bills, we would be amenable to emailing our statements directly to you. Please advise if that is something you would like us to do.

McDermott is a limited liability partnership registered in the State of Illinois. The terms of our representation are set forth in this letter.

David Ransom, Cecilia Showalter and I will be principally responsible for services provided to you and your client. As circumstances warrant, other lawyers or non-lawyer professionals will be assigned to work on your matter.

Our fees reflect the value of our services and are based on hourly billing rates that take into account the complexity of the matter, the skill and experience required to perform the services, the time constraints imposed by the circumstances and the size of the matter, among other factors. As a result, a professional's rate may vary from one assignment to another. Our time for this matter will be billed at our standard rate of \$775 per hour for my time, \$525 per hour for David Ransom's time, and \$350 per hour for Cecilia Showalter's time. The rates of others who

U.S. practice conducted through McDermott Will & Emery LLP.

600 Thirteenth Street, N.W. Washington D.C. 20005-3096 Telephone: +1 202 756 8000 Facsimile: +1 202 756 8087 www.mwe.com

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may work on your matters range from \$100 to \$270 for non-lawyer professionals, \$235 to \$510 for associates, and \$580 to \$780 for partners. Our rates are reviewed at least annually and may be increased during the course of our representation of you.

We will bill you separately for ancillary support services, such as long-distance telephone calls, messenger services, document reproduction and copying, data storage and processing, and travel expenses, all on an "at cost" basis. For certain of these services obtained from vendors, particularly those that involve significant technology and/or support services such as imaging, storing electronic documents and the use of specialized software for legal research and data processing, we are sometimes able to reduce costs by contracting with vendors to purchase a quantity of service over time that is beyond the needs of a single client. In those instances, we may bill you at a reduced per unit rate that does not fully reflect the quantity discounts we ultimately obtain. Our charges for storage of data on our internal systems, data processing, and use of specialized software licensed by McDermott for managing the data, typically include per gigabyte charges based on the volume of data, which we will provide to you for your advance approval.

In order to avoid misunderstandings concerning potential conflicts of interest, it is our policy to clarify the identity of our clients and the circumstances under which we may represent other clients with interests which are or may be adverse to yours.

In addition, we are accepting this engagement with your consent that we may accept any other engagement from an existing or new client, even if the matter requires that we take a position that is or might be directly adverse to Honduras, provided that the engagement is not substantially related to the subject matter of any services we have provided to you or Honduras, and will not require disclosure of any of your or Honduras' confidential information. This advance waiver of conflicts includes litigation matters in which we may represent a client who is adverse to you or Honduras.

Unless we are otherwise instructed by you in writing at or prior to the completion of the matter for which you have engaged us, we will, after a reasonable period of time has passed, at our discretion, destroy all documents and data (including hard copies, electronically stored information and any other data stored on other forms of media) and any other materials that we have stored or otherwise remain in our possession relating to a matter for which our services have been completed or terminated.

Accompanying this letter is a memorandum entitled "What Clients Should Know" that outlines McDermott's other terms of engagement ("the Additional Arrangements"). If you have questions concerning any of the information presented here, or should you have a concern or question at any time during our representation, please call me. To confirm your assent with the terms of our representation, please sign the enclosed copy of this letter and return it to me.

Again, thank you for giving us the opportunity to serve you and Honduras. We look forward to a long and mutually rewarding relationship.

Sincerely,

Stephen M. Ryan

Enclosure

Agreed to and accepted (including the Additional Arrangements):

By: _____
Lanny J. Davis, Esq.

Title: Principal, Lanny J. Davis & Associates

Date: _____

By: _____
_____, Esq.

Title: General Counsel, Honduras

Date: _____

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WHAT CLIENTS SHOULD KNOW

This document sets forth McDermott Will & Emery LLP's standard terms of engagement for providing legal services. These terms are an integral part of our agreement to provide you with legal services. We ask that you review this document carefully and retain it for your files. If you have any questions after reading it, please contact us promptly.

WHO WILL PROVIDE THE LEGAL SERVICES? ~ In most cases, one attorney will be your principal contact. From time to time, that attorney may delegate parts of your work to other lawyers or to legal assistants or nonlegal professionals in the Firm. We do this in order to involve those with special knowledge or experience in an area and to provide service to you in the most efficient manner.

OUR SERVICES TO YOU ~ In our engagement letter with you, we specify the matter in which we will be representing you. It is important that you have a clear understanding of the legal services we will provide. If at any time you have questions regarding the scope of our services, please communicate with your principal contact at the Firm.

At all times we will represent you zealously and act on your behalf to the best of our ability. Whenever we provide you with an expression regarding the potential outcome of your matter, we will use our best professional judgment. However, we cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

WHO IS OUR CLIENT? ~ It is our policy to represent only the person or entity identified in our engagement letter. Unless specifically stated in that letter, our representation of you does not extend to any of your affiliates.

For example, if you are a corporation, our representation does not include any of your parents, subsidiaries, employees, officers, directors, shareholders, or partners, or any entities in which you own an interest. If you are a partnership, our representation does not extend to the individual

partners of the partnership. If you are a trade association, our representation excludes members of the trade association. If you are an individual, our representation does not include your spouse, siblings, or other family members.

In addition, the advice and communications which we render on your behalf are not intended to be disseminated to or relied upon by any other parties without our written consent.

CONFLICTS OF INTEREST ~ Increasingly, conflicts of interest are a concern for lawyers and their clients today. Because we are a large, international firm, we may be asked to represent someone whose interests may be adverse to yours. We are accepting this engagement with your consent that we may accept any other engagement from an existing or new client, even if the matter requires that we take a position that is or might be directly adverse to you or one of your affiliates, provided that the engagement is not substantially related to the subject matter of any services we have provided to you and will not require disclosure of any of your confidential information. This advance waiver of conflicts includes litigation matters in which we may represent a client who is adverse to you or another member of your corporate family. Where appropriate, we will implement screening restrictions to ensure the protection of your confidential information.

HOW WE SET OUR FEES ~ The basis for determining our fees for legal services is set forth in the engagement letter itself. Several factors play a role, including:

- The experience, particular skills, and reputation of the lawyers and paraprofessionals who perform services for you
- The time and effort required to complete the matter, the novelty and complexity of the issues presented, our availability to perform the legal services promptly, and on occasion the risk assumed by our Firm
- The amount of money or value of property involved
- The time constraints imposed by the circumstances of the project (e.g., external constraints or substantial disruption of other office business)
- The nature of our professional relationship with you
- The extent to which our Firm's office procedures and systems will produce a high-quality product on a substantially more efficient basis than would otherwise be the norm for the type of matter involved

Our rates are adjusted periodically, both on a selected and Firm-wide basis. The time we spend on your work is ordinarily recorded in quarter-hour increments.

Clients frequently ask us to estimate the total fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

OTHER CHARGES ~ As an adjunct to providing legal services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. Whenever we incur such charges on your behalf or charge for such ancillary support services, we bill them to you separately. These charges typically relate to long-distance telephone calls; messenger, courier, and express delivery services; facsimile and telex communications; document printing, reproduction, scanning and imaging; data storage and processing; filing fees; depositions and transcripts; witness fees; travel expenses; computer research; and charges made by outside experts and consultants.

For certain of these services, particularly those that involve significant technology and/or support services such as imaging and storing electronic data and documents and the use of specialized software for legal research and data processing, we are sometimes able to reduce costs by contracting with vendors to purchase a quantity of service over time that is beyond the needs of any single client. In those instances, we may bill you at a reduced per unit rate that does not fully reflect the quantity discounts we ultimately obtain. Our charge for fax services typically includes a per page charge in addition to the cost of the telephone usage. Our charges for storage of data on our internal systems, data processing, and the use of specialized software licensed by McDermott for managing the data, typically include per gigabyte charges based on the volume of data, which we will provide to you for your advance approval.

It is our general policy to arrange for outside providers of services (such as the fees of outside consultants, expert witnesses and court reporters) to bill you directly. Because we often have ongoing professional relationships with the persons who render such services, we ask that you pay such bills promptly and send us notice of your payment.

RETAINERS ~ You may be asked to provide us with a retainer. This retainer will be credited toward your legal fees and expenses on a monthly basis, unless we agree to a different arrangement. If the retainer proves insufficient to cover current fees and other charges on a regular basis, we may ask you to replenish or increase it, and you agree to do so if asked. If we do not make this request, you agree to pay all statements when due.

BILLING ARRANGEMENTS AND TERMS OF PAYMENT ~ We will bill you on a regular basis—normally, each month—for both fees and other charges. You agree to make payment upon receipt of our statement.

Should your account become delinquent and satisfactory payment terms are not arranged, we may withdraw, or seek to withdraw, from the representation consistent with the applicable rules. You will remain responsible for payment of our legal fees rendered and charges incurred prior to such withdrawal.

We look to you, the client, for payment regardless of whether you are insured to cover the particular risk. From time to time, we assist clients in pursuing third parties for recovery of attorneys' fees and other charges resulting from our services. These situations include payments under contracts, statutes or insurance policies. However, it remains your obligation to pay all amounts due to us upon receipt of our statement.

TERMINATION ~ When we complete the services you have retained us to perform, our attorney-client relationship for that matter will be terminated. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement unless we change the terms in writing at that time.

You may terminate our representation at any time, with or without cause, by notifying us and subject to court approval when required for matters in litigation. We will return your papers and other property to you promptly upon receipt of your request for those materials unless they are appropriately subject to a lien under applicable law. We will retain our own files pertaining to the matter or case, including our drafts, notes, internal memos, and work product as permitted by applicable law. Your termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the matter.

DISPOSAL OF DOCUMENTS AND OTHER MATERIALS ~ Unless otherwise instructed by you in writing and agreed to by us in writing, we will, after a reasonable period of time has passed, at our discretion, destroy all documents and data (including hard copies, electronically stored information and any other data stored on other forms of media) and any other materials that we have stored or otherwise remain in our possession relating to a matter for which our services have been completed or terminated.

IN CONCLUSION ~ We look forward to a mutually satisfying relationship with you. Again, if at any time you have a question or concern, please feel free to bring it to the attention of your principal contact at our Firm.

(Last Revised 04/19/2010)

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