

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.

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 .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 Arnold & Porter LLP	2. Registration No. 1750
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3. Name of Foreign Principal State of Israel

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.

Copies of retainer agreements dated December 2, 2005 and January 20, 2006 are attached.

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

The Registrant has been retained by the foreign principal to provide legal and advisory services relating to international trade matters, and economic and financial matters. See attached December 2, 2005 and January 20, 2006 retainer agreements. The Registrant has engaged and will engage in activities, such as activities in the course of litigation, for or in the interests of the foreign principal that do not require registration under the Foreign Agents Registration Act. The Registrant is registering under the Foreign Agents Registration Act because some of its activities for or in the interests of the foreign principal may require registration.

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

The Registrant has been retained by the foreign principal to provide legal and advisory services relating to international trade matters, and economic and financial matters. See attached December 2, 2005 and January 20, 2006 retainer agreements. The Registrant has engaged and will engage in activities, such as activities in the course of litigation, for or in the interests of the foreign principal that do not require registration under the Foreign Agents Registration Act. The Registrant is registering under the Foreign Agents Registration Act because some of its activities for or in the interests of the foreign principal may require registration.

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.

The Registrant may engage in political activities for or in the interests of the foreign principal. The Registrant's activities may on occasion include communications for or in the interests of the foreign principal with Executive Branch officials, officials of government agencies, and with members of the U.S. Senate and House of Representatives and their staffs relating to international trade matters, and economic and financial matters.

Date of Exhibit B February 21, 2006	Name and Title Lawrence A. Schneider, Partner	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.

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202.431.6974 Cell
555 Twelfth Street, NW
Washington, DC 20004-1206

December 2, 2005

Mr. Ron Dermer
Minister for Economic Affairs
3514 International Drive, NW
Washington, DC 20008

Mr. Zvi Chalamish
Chief Fiscal Officer
Government of Israel
800 Second Avenue, 7th Floor
New York, NY 10117

Re: 2006 Retainer Agreement for the Economic Office

Dear Ron and Zvi:

We are very pleased that the Economic Office of the Embassy of Israel (the "Embassy"), has engaged Arnold & Porter (the "Firm") to provide legal services to it in connection with the economic and finance matters. The purpose of this letter is to set forth our mutual understanding as to the terms of this Agreement and the basis on which our fees and related expenses will be charged with respect to the above-mentioned engagement.

1. Term

The terms of this Agreement shall be for a period of one year commencing on January 1, 2006, and terminating on December 31, 2006. However, either party shall have the right to cancel this Agreement on 60-days prior written notice to the other.

2. Fee Calculation

The Firm will charge the Embassy for our legal and monetary services on the basis of a retainer in the amount of \$6,000 per month. We will review periodically with the Embassy our actual cost experience for providing the services under this Agreement, especially during the first few months of the retainer. Based upon that review, we would consult with the Embassy to examine whether any adjustments of the services performed or of the monthly retainer amount, upward or downward, would be appropriate taking into consideration any budgetary restraints on behalf of the Embassy.

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3. Special or Separate Projects

For special or separate projects that are outside the scope of the retainer, if given to us to conduct, we would charge you at our usual and customary hourly rates in effect at the time, less a ten- percent discount, exclusive of expenses.

4. Reimbursement for Expenses

The Embassy shall reimburse the Firm for reasonable expenses expended by the Firm in performance of its services, not to exceed \$8,000 for the period of one year, unless otherwise approved. The said out-of-pocket expenses will include domestic travel and transportation expenses (including subsistence expenses while on travel); charges for long distance telephone calls; overtime secretarial charges which were prior approved; express delivery and postage charges; duplicating charges; and any special computer, data-processing or similar expenses that are beyond the capacity of the Firm's existing system. It is understood that the Firm's international travel will have to be approved by the Economic Minister prior to their execution. Any such travel so approved will be reimbursed to us and will not be subject to the \$8,000 cap. We will bill you at cost for charges paid to third parties, and charges for internal services will be billed at the Firm's usual and customary rates for such services.

Although we do not currently contemplate taking such action, we would not contract with any consultants outside the Firm without the prior approval of the Embassy.

5. Statements for Fees and Expenses

On a regular basis, generally every month, the Firm will send you a statement covering our fee charges and expenses, providing all such reasonable back-up documentation. All such statements are due and payable within 30 days following your receipt of them.

* * *

If you have any questions about the terms of the engagement as described above, I hope you will feel free to raise them with me as soon as possible and, during the course of the engagement, I would hope that you will feel equally free to raise promptly with me any questions you have about our statements. If the terms of the engagement are

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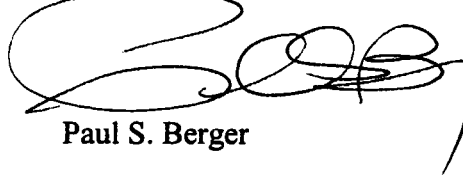
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acceptable to you, I would appreciate it if you would sign and return to me the enclosed copy of this letter, evidencing the agreement to these terms.

Once again, let me say how pleased we are that you have engaged Arnold & Porter in this matter.

Sincerely yours,

ARNOLD & PORTER



Paul S. Berger

ACCEPTED AND AGREED TO:

THE GOVERNMENT OF ISRAEL

By:



RON DERMER
MINISTER FOR ECONOMIC AFFAIRS

Dec 14, 2005
Date



ZVI CHALAMISH
CHIEF FISCAL OFFICER

12/14/05
Date

January 20, 2006

Mr. Ron Dermer
Minister for Economic Affairs
Embassy of Israel
3514 International Drive, NW
Washington, DC 20008

Mr. Zvi Chalamish
Consul and Chief Fiscal Officer
Government of Israel
800 Second Avenue, 7th Floor
New York, NY 10117

Re: 2006 Retainer Agreement for Trade Advisory Services

Dear Mr. Dermer and Mr. Chalamish:

We are very pleased that the Economic Office of the Embassy of Israel (the "Embassy") has engaged Arnold & Porter LLP a limited liability partnership organized under the laws of the District of Columbia (the "Firm") to provide legal and advisory services relating to international trade. The purpose of this letter is to set forth our mutual understanding as to the terms of this Agreement and the basis on which our fees and related expenses will be charged with respect to the above-mentioned engagement.

1. Term

The term of this Agreement shall be for a period of one year commencing as of January 1, 2006, and terminating on December 31, 2006. However, either party shall have the right to cancel this Agreement on 60 days prior written notice to the other.

2. Fee Calculation

The Firm will charge the Embassy for our legal and trade advice services and expenses on the basis of a retainer in the amount of \$5,000 per month.

3. Special or Separate Projects

Special or separate projects that are outside the scope of the retainer will be compensated for separately if advance approval is received in writing for us to conduct and be compensated for such project and a budget is provided. If any such project is undertaken, we would charge you at not more than the hourly rates in effect at the time, less a ten-percent discount, exclusive of expenses in accordance with a pre-approved budget.

4. Reimbursement for Expenses

The retainer shall include normal expenses incurred by the Firm in performance of its services. It is understood that the Firm's international travel will have to be approved by the

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Economic Minister prior to their execution. Any such travel so approved will be reimbursed to us.

5. Statements for Fees and Expenses

On a regular basis, generally every month, the Firm will send you a statement covering our fee charges and expenses. All such statements are due and payable within 30 days following your receipt of them.

* * *

If you have any questions about the terms of the engagement as described above, I hope you will feel free to raise them with me as soon as possible and, during the course of the engagement, I hope that you will feel equally free to raise promptly with me any questions you have about our statements. If the terms of the engagement are acceptable to you, I would appreciate it if you would sign and return to me the enclosed copy of this letter evidencing the agreement to these terms.

Once again, let me say how pleased we are that you have engaged Arnold & Porter LLP in this matter.

Sincerely yours,

ARNOLD & PORTER LLP



Lawrence A. Schneider

ACCEPTED AND AGREED TO:

THE GOVERNMENT OF ISRAEL

By:



RON DERMER
MINISTER FOR ECONOMIC AFFAIRS

1/24/06

Date

MR. ZVI CHALAMISH
CONSUL AND CHIEF FISCAL OFFICER

Date