

U.S. Department of Justice
 Washington, DC 20530

**Exhibit A to Registration Statement
 Pursuant to the Foreign Agents Registration Act of
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

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.

1. Name and Address of Registrant Squire Patton Boggs (US) LLP	2. Registration No. 2165
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3. Name of Foreign Principal The Palestinian Authority	4. Principal Address of Foreign Principal PO Box 795 Ramallah, Palestine
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5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country¹
- 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 _____

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

- a) Branch or agency represented by the registrant
Ministry of Finance and Planning
- b) Name and title of official with whom registrant deals
H.E. Shukry Bishara, Minister of Finance and Planning

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

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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.

N/A

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.)*

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.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
November 14, 2014	Edward J. Newberry, Global Managing Partner	Edward J. Newberry

U.S. Department of Justice

Washington, DC 20530

**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. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for 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 the 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 Squire Patton Boggs (US) LLP	2. Registration No. 2165
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3. Name of Foreign Principal

The Palestinian Authority

Check Appropriate Box:

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, Squire Patton Boggs (US) LLP, is retained by the Palestinian Authority ("PA") to:

1. Assist the PA in assessing US funding promises to Palestinians to date and help ensure that such US commitments of financial assistance are fulfilled and received by the PA;
2. Assist the PA to manage its current bilateral relationship with the US Government; and
3. Review the Paris Protocol and assist in ensuring proper implementation.

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

Registrant proposes to:

1. Assist the PA in assessing US funding promises to Palestinians to date and help ensure that such US commitments of financial assistance are fulfilled and received by the PA.
2. Assist the PA to manage its current bilateral relationship with the US Government; and
3. Review the Paris Protocol and assist in ensuring proper implementation.

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.

Some of Registrant's activities may include :

1. Assisting the PA in assessing US funding promises to Palestinians to date and helping ensure that such US commitments of financial assistance are fulfilled and received by the PA.
2. Assisting the PA to manage its current bilateral relationship with the US Government; and
3. Reviewing the Paris Protocol and assist in ensuring proper implementation.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
November 14, 2014	Edward J. Newberry, Global Managing Partner	Edward J. Newberry

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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Washington, DC 20037

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November 3, 2014

H.E. Shukry Bishara
Minister of Finance and Planning
State of Palestine
P.O. Box 795
Ramallah - Palestine

Re: Engagement of Squire Patton Boggs (US) LLP

Your Excellency:

Thank you for retaining Squire Patton Boggs (US) LLP (the "Firm" or "SPB") to represent the State of Palestine (the "Client") in connection with the following:

- (1) Assist the PA in assessing US funding promises to Palestinians to date and help ensure that such US commitments of financial assistance are fulfilled and received by the PA;
- (2) Assist the PA to strengthen its current relationship with the US Government; and
- (3) Review the Paris Protocol and assist in ensuring proper implementation.

We look forward to working with you on this engagement.

A written engagement agreement is required or recommended by the law of professional ethics in the jurisdictions in which the Firm practices law. The engagement agreement between us consists of this letter and the enclosed Standard Terms and Conditions of Engagement ("Standard Terms"). The engagement agreement is designed to address our responsibilities to each other and to outline for you certain important matters that are best established early as we form an attorney-client relationship with you in this matter. This letter, however, supplements and modifies the enclosed terms of engagement to the extent both documents differ.

The engagement agreement responds to requirements in the rules of professional ethics and is intended to achieve a better understanding between us. We request that you review this agreement carefully. By proceeding with this engagement you will be indicating to us that you have done so. It is important that you review and understand the terms of our relationship, such as the section on "Conflicts of Interest." For many of our clients from nations other than the United States, the section on "Conflicts of Interest" makes our agreement on conflicts similar if not identical to the ethics rules for lawyers in your country.

I will be primarily responsible for the work done on behalf of the Client and will supervise the lawyers and other professionals who may work on this project. I anticipate that my partners,

44 Offices in 21 Countries

Squire Patton Boggs (US) LLP is part of the international legal practice Squire Patton Boggs, which operates worldwide through a number of separate legal entities.

Please visit squirepattonboggs.com for more information.

Squire Patton Boggs (US) LLP

H.E. Shukry Bishara
November 3, 2014

policy advisors, associates, staff attorneys, legal assistants, specialists and/or in-house consultants will assist in the matter.

This engagement shall be for a period of twelve (12) months (from November 15, 2014 through November 15, 2015) and will be automatically renewable for a similar period unless notified by the Client in writing by October 15, 2015.

For the execution of the above scope of work, the Client will pay a fixed monthly retainer of US \$55,000 per month, plus expenses. In addition to the monthly retainer, the Client shall transfer to Squire Patton Boggs US \$55,000 to be held in escrow until the conclusion of the representation. This retainer will be due immediately upon the execution of this engagement and will be applied to any fees or expenses pending at the conclusion of the representation.

Reasonable out of pocket expenses shall include airfare and other transportation expense to and in jurisdictions that our team will be required to travel to on behalf of, and as agreed upon in advance with, the Client; hotel accommodations, including meals, and long distance cell phone charges, etc.

~~If the scope of the project expands significantly or unforeseen events necessitate additional work, we can, after discussion with the Client and agreement, either increase the amount of the retainer or limit the scope of our representation.~~

If you agree with these terms and conditions, including those set forth in the standard terms of engagement, please sign below. If you have any questions about these terms or would like to discuss them, please call me as soon as possible so as not to impede our commencing work on your behalf.

These terms and conditions will apply to any future work we undertake for you unless we send you a new letter reflecting different terms and conditions.

We look forward to working with the State of Palestine to achieve a successful result.

Sincerely,

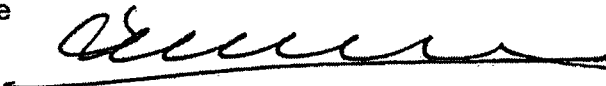
Squire Patton Boggs (US) LLP



Gassan A. Baloul

Accepted and Agreed:

State of Palestine



By: _____

Date: _____