

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 <https://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: <https://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: <https://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, Counterintelligence and Export Control 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 HOLLAND & KNIGHT LLP, 800 - 17th St., NW, Washington, DC 20006	2. Registration No. 3718
3. Name of Foreign Principal Israel Ministry of Foreign Affairs	4. Principal Address of Foreign Principal Consulate General of Israel 100 Biscayne Blvd. Miami, FL 33132

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:
- | | |
|--------------------------------------|---|
| <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 (<i>specify</i>) _____ |
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant
Ministry of Foreign Affairs
- b) Name and title of official with whom registrant deals
Lior Haiat, Consul General of Israel; Eli Gil, CAO and Consul

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

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.

b) Is this foreign principal:

- Supervised by a foreign government, foreign political party, or other foreign principal Yes No
- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by a foreign government, foreign political party, or other foreign principal Yes No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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

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.

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
January 09, 2019	Steven D. Gordon, Partner	/s/ Steven D. Gordon eSigned

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 <https://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: <https://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: <https://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, Counterintelligence and Export Control 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 HOLLAND & KNIGHT LLP	2. Registration No. 3718
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3. Name of Foreign Principal

Israel Ministry of Foreign Affairs

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.

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

Legal matters that arise out of operations and activities of the diplomatic and consular missions of the Israel Ministry of Foreign Affairs in the U.S. Such matters may include representation of the foreign principal's senior officials and diplomatic employees in the U.S in connection with matters arising during the normal course of their employment duties.

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 response to Question #8 above.

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
January 09, 2019	Steven D. Gordon, Partner	/s/ Steven D. Gordon eSigned

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.

Holland & Knight

800 17th Street, NW, Suite 1100 | Washington, DC 20006 | T 202.828.5004 | T 305.789.7710
Holland & Knight LLP | www.hklaw.com

Meital Stavinsky
+1 305-789-7710
Meital.Stavinsky@hklaw.com

Ron Klein
+1 954-468-7874
Ron.Klein@hklaw.com

December 28, 2018

Via E-mail to: cg.sec@miami.mfa.gov.il; consul@miami.mfa.gov.il

Hon. Lior Haiat, Consul General of Israel
Mr. Eli Gil, CAO and Consul
Consulate General of Israel
100 Biscayne Blvd.
Miami, FL 33132

Re: Representation of the Israel Ministry of Foreign Affairs

Hon. Haiat and Mr. Gil,

Thank you for retaining Holland & Knight LLP to represent the Israel Ministry of Foreign Affairs in connection with Israel's diplomatic and consular missions in the U.S. Our engagement will involve providing legal advice to the diplomatic and consular missions of Israel Ministry of Foreign Affairs in the U.S. Our engagement will begin on January 1, 2019. We look forward to serving your needs in this matter and to establishing a mutually satisfactory relationship.

The purpose of this letter is to confirm our engagement as counsel and to provide you certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our representation. Attached to this letter are our firm's standard terms of engagement ("Annex A"). Please review these and let us know if you have any questions concerning our policies. As you will see, we have a policy of requiring an advance fee deposit with respect to the last billing for a particular matter, or if our relationship develops into an ongoing relationship, we credit portions of the advance deposit at appropriate times. In this case, we have determined to waive the minimum initial deposit requirement. Moreover, it is specifically agreed that in any case of any contradiction, discrepancy or inconsistency between the terms of the Engagement Letter and Annex A, the terms of the Engagement Letter shall prevail.

The contact person for all matters in the U.S. will be the Chief for Administration Officer of the Consulate General in Miami. In addition, on every correspondence related to the office's matters, the lawyers will copy the Head of Contract and Control Department of the Financial Division and a representative of the Legal department in the Ministry's headquarters in Jerusalem. Attached to

Anchorage | Atlanta | Austin | Boston | Charlotte | Chicago | Dallas | Denver | Fort Lauderdale | Houston | Jacksonville | Lakeland
Los Angeles | Miami | New York | Orlando | Philadelphia | Portland | San Francisco | Stamford | Tallahassee | Tampa | Tysons
Washington, D.C. | West Palm Beach

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this letter is a detailed operational procedure, which specifies the workflow between all the participants. ("Annex B").

The lawyer primarily responsible for this matter will be Meital Stavinsky. Ms. Stavinsky, co-chair of the firm's Israel Practice, will be your main point of contact and ready to address issues at any time as they arise. She will coordinate and assemble the best team of attorneys and other professionals to work with the Israel Ministry of Foreign Affairs on specific matters. Ms. Stavinsky will remain involved and apprised on all of their work. Ron Klein, the firm's other Israel Practice co-chair, will be available to provide additional support as a second point of contact.

You will be billed for our services in accordance with the following monthly retainer:

\$6,950.00, not including VAT.

The retainer will relate to any legal questions or actions that will require no more than five hours of work on each specific matter by Holland & Knight LLP. Whenever a project is presented that, upon mutual understanding, will require more than five hours of work, Holland & Knight LLP will discuss the scope of work with the Israel Ministry of Foreign Affairs and evaluate how much additional funding will be required to perform that work. If a written approval from the Israel Ministry of Foreign Affairs is obtained, the additional work on the matter will be billed at a flat hourly rate of \$450.00, not including VAT. If authorization is not granted, work will be concluded on that matter.

The scope of services under this Engagement Letter shall be those legal matters that arise out of operations and activities of the diplomatic and consular missions of Israel Ministry of Foreign Affairs in the U.S. Such matters may include representation of the Israel Ministry of Foreign Affairs' senior officials and diplomatic employees in the U.S. in connection with matters arising during their normal course of carrying out their employment duties, subject to conflict check clearance by Holland & Knight LLP prior to undertaking any such matters and subject to prior authorization from the Ministry.

Term/Termination: The engagement will commence on January 1, 2019 for a period of 5 years. Within 6-12 months of engagement, from June 1, 2019 until December 31, 2019, the parties will discuss and evaluate whether any adjustments are required for the terms of engagement. The renewal of this engagement shall be under conditions to be agreed between the parties upon the expiration date. The engagement may be terminated by the Israel Ministry of Foreign Affairs by giving thirty (30) days prior written notice to Holland & Knight LLP; and by Holland & Knight LLP, subject to the rules of professional conduct, by giving one hundred and eighty (180) days prior written notice to the Israel Ministry of Foreign Affairs. Notwithstanding any other provision of Annex A, the Israel Ministry of Foreign Affairs may immediately terminate the engagement if Holland & Knight LLP breaches this engagement or engages in any conduct that it knows or should know will or could harm the reputation of the State of Israel, the Ministry of Foreign Affairs of Israel and/or any or all of its diplomatic missions in the United States, in which case the Israel Ministry of Foreign Affairs will pay a pro rata payment for any fixed fee services rendered prior to the termination date, and the full amount

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of any hourly services rendered prior to the termination date. No other amount shall be due and owing.

Law and Jurisdiction: The engagement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any dispute between the parties in any matter arising out of or in connection with this engagement, and which cannot be resolved by negotiation or discussion between the parties themselves, the court of competent jurisdiction in the Miami Dade County, Florida shall have exclusive jurisdiction.

Confidentiality: On occasion, Holland & Knight LLP utilizes certain administrative services to achieve efficiencies and savings for its clients. Any of these services, when utilized, are maintained under the highest level of confidentiality and security which match or exceed the firm's internal operations of such functions. In addition to the Confidentiality and Related Matters provision in Annex A, both parties agree and undertake to treat as strictly confidential any and all information communicated to each other in relation with the business, products, services and future plans, and to not disclose such information, in whole or in part, to any third person, except as required by law or court order and to not use this information for any other purpose other than the performance of the respective obligations under this engagement. Holland & Knight LLP shall not disclose to any other person, information relating to the work or its documents, drawings or other materials, except as required by law or court order.

Return of documentation and Property: Upon the termination of this engagement or at demand of the Israel Ministry of Foreign Affairs, Holland & Knight LLP shall return immediately, and with no deferrals, all documentation and /or property of the Israel Ministry of Foreign Affairs.

Conflict of Interest: Holland & Knight LLP will engage in no activities, which will represent a conflict of interest, as defined by the rules of professional conduct, with the Israel Ministry of Foreign Affairs, without obtaining the prior written consent of the Israel Ministry of Foreign Affairs. It is hereby agreed between the parties that the Israel Ministry of Foreign Affairs has the right to receive additional legal services from sources other than Holland & Knight LLP, and Holland & Knight LLP has no exclusivity over the services provided under this contract.

Disbursements: The monthly retainer shall include, with no additional charge, long-distance telephone, facsimile and telecopy services, small scale document reproduction, and document processing. Overnight mail service and courier service and search and filing fees will be billed at cost. Third party litigation and practice support services must be preauthorized and will be billed at cost.

If needed, Holland & knight may apply for travel reimbursement. Any such request is subject to prior approval by the MFA U.S. Regional Administration Officer, or, in his absence, the Administration Officer of in the Miami mission. These costs will be charged separately. Travel expenses are calculated according to the MFA's Per-Diem, Accommodation and-Travel allowances and are paid upon presentation of corresponding receipts.

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Billing: If a statement remains unpaid for more than 45 days, you will be contacted by an Holland & Knight representative inquiring why it is unpaid. Additionally, if a statement has not been paid within 45 days from its date, the firm may impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. If the content of a bill is contested, the Israel Ministry of Foreign Affairs shall be required to notify Holland & Knight LLP in writing of the disputed entries, in which case interest will be tolled for 90 days. Thereafter, interest will accrue against any unpaid amount. Any payments made on past due statements are applied first to the oldest outstanding statement.

Representation: Holland and knight LLP shall not transfer any rights and/or obligation, derived from this Engagement Letter, to any third party, without a prior written authorization from the Israel Ministry of Foreign Affairs.

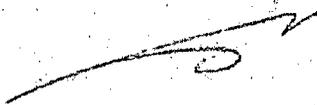
If the terms described above and in the attached are satisfactory, please so indicate by signing and returning the enclosed copy of this letter.

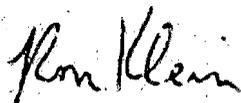
We look forward to working with you to bring these matters to a successful conclusion.

Sincerely yours,

HOLLAND & KNIGHT LLP

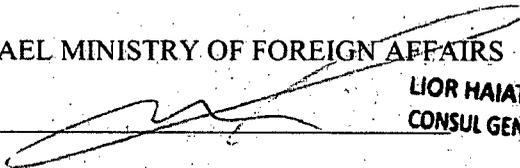
HOLLAND & KNIGHT LLP


Meital Stavinsky
[enclosure(s)/attachment(s)]


Ron Klein

Approved this 31 day of December, 2018.

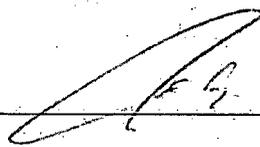
ISRAEL MINISTRY OF FOREIGN AFFAIRS

By: 

ליאור חייט
קונסול כללי
LIOR HAIAT
CONSUL GENERAL

Hon. Lior Haiat

And

By: 

אלי גיל
קונסול
ELI GIL
CONSUL

Mr. Eli Gil



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Annex A

HOLLAND & KNIGHT LLP

TERMS OF ENGAGEMENT

We appreciate your decision to retain Holland & Knight LLP as your legal counsel.

This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

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.

Confidentiality and Related Matters

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions that we will discuss with you. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. That is to say, unless the letter accompanying this document indicates otherwise, Holland & Knight's attorney-client relationship with the entity does not give rise to an attorney-client relationship with the parent, subsidiaries or other affiliates of the entity, and representation of the entity in this matter will not give rise to any conflict of interest in the event other clients of the firm are adverse to the parent, subsidiaries or other affiliates of the entity. Of course, we can also represent individual executives, shareholders, directors, members, managers, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

The firm attempts to achieve efficiencies and savings for its clients by managing the firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require the firm to allow access by third parties to your confidential information, and in some cases, these third parties may be located outside the United States. The firm will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

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Los Angeles | Miami | New York | Orlando | Philadelphia | Portland | San Francisco | Stamford | Tallahassee | Tampa | Tysons
Washington, D.C. | West Palm Beach

Fees and Billing

Clients frequently ask us to estimate the 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.

Legal Fees. We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount. If any of these events occurs, our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying engagement letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either you or the circumstances. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Of course, our internal hourly rates change periodically to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments.

When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter. That does not mean that we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers in the firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you, (b) provide a specialized legal skill needed, or (c) help move the matter forward more quickly. Also, to encourage the use of such lawyers in situations where their services can provide a significant benefit that is disproportionate to the time devoted to the matter, we may not bill for their services on an hourly rate basis but, if you agree in advance, we will adjust the fee on an "added value" basis at the conclusion of the matter if and to the extent their services contribute to a favorable result for you.

Disbursements. In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the firm may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, certification, and registration fees charged by governmental bodies. Our internal charges typically include, but are not limited to, such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use.

We may request an advance cost deposit when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for

retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

The firm attempts to achieve efficiencies and savings for its clients when dealing with independent contractors. The firm may be able to obtain a reduced charge from the contractor if the firm provides certain functions, such as billing, collection, equipment, space, facilities, or clerical help. For these administrative and coordination services, the firm may charge an administrative fee, which will be separately disclosed to you.

Billing. We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

If a statement remains unpaid for more than 30 days, you will be contacted by an H&K representative inquiring why it is unpaid. Additionally, if a statement has not been paid within 30 days from its date, the firm may impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement.

It is the firm's policy that if an invoice remains unpaid for more than 90 days, absent extraordinary circumstances and subject to legal ethics constraints, H&K's representation will cease, and you hereby authorize us to withdraw from all representation of you. Any unapplied deposits will be applied to outstanding balances. Generally, the firm will not recommence its representation or accept new work from you until your account is brought current and a new deposit for fees and costs, in an amount that the firm determines, is paid to it.

In addition, if you do not pay H&K's statements as they become due, the firm may require a substantial partial payment and delivery of an interest-bearing promissory note as part of any arrangement under which it may, in its discretion, agree to continue its representation. Any such promissory note will serve merely as evidence of your obligation, and shall not be regarded as payment.

If allowed by applicable law, H&K is entitled to reasonable attorneys' fees and court costs if collection activities are necessary. In addition, H&K shall have all general, possessory, or retaining liens, and all special or charging liens, recognized by law.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee.

Questions About Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Relationships with Other Clients

Because we are a large, full-service law firm with offices located in various cities we may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Holland & Knight LLP, our firm wishes to be able to consider the representation of other persons or entities that may be competitors in your industry or who may have interests that are adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Holland & Knight LLP

personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

Knowledge Management Tool

In order to better and more economically serve our clients, we have implemented a document search engine that will allow us to search the firm's institutional work product to determine whether there exist documents created for one client that can be used as a starting point for the preparation of new documents for other clients. Documents that are subject to ethics wall restrictions, have extraordinary confidentiality requirements, or contain sensitive client information will not be included in this system.

Termination

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

Annex B: operational procedure

1. Following a RFP process, **Holland & Knight LLP** was chosen to provide legal services to Israeli Diplomatic missions in the United States, beginning January 1, 2019, for a period of five years. The engagement is by a monthly retainer.
2. As of the commencement date of the agreement, Ms. Meital Stavinsky is the primary point of contact on behalf of Holland & Knight LLP. The firm's main representatives in the United States are Ms. Meital Stavinsky (Meital.Stavinsky@hklaw.com) and Mr. Ronald (Ron) Klein. (Ronald.klein@hklaw.com).
3. One of Holland & Knight's principal office location is in Miami, Florida. Therefore, the Ministry of Foreign Affairs of the State of Israel decided to place the responsibility for the ongoing communication with the law firm in the hands of the Consulate General of Israel in Miami. The Miami consulate would sign the contract with the law firm. The point of contact for all future legal issues would be the Chief Administrative Officer of the mission.
4. The retainer will relate to any legal questions or actions that will require no more than five hours of work on each specific matter by Holland & Knight LLP. Whenever a project is presented that, upon mutual understanding, will require more than five hours of work, Holland & Knight LLP will refrain from further dealing with the project, will alert the MFA relevant people and will send them a budget request. The MFA will process the request and respond as swiftly as possible. The approval for the extra budget will be given by: (1) The relevant representative of the MFA Legal Department, as determined by the Ministry's legal advisor; (2) The Head of Contracts and Control Department in the Finance Division.
5. All Israeli Consulates in the U.S. must contact the Miami Administrative Officer before contacting Holland & Knight, with the exception of the Chief Administration Officers in the missions in Washington DC and in New York, who may contact the law firm directly. This direct contact will be documented in an electronic message (e-mail). A copy of these communications will be sent to the following people: (1) The Chief Administrative Officer in Miami (2) The representative of the Legal Department in the MFA. (3) The Head of Contracts and Control Department in the Finance Division.
6. If needed, Holland & Knight may apply for travel reimbursement. Any such request is subject to prior approval by the MFA U.S. Regional Administration Officer, or, in his absence, the Administration Officer of in the Miami mission. These costs will be charged separately. Travel expenses are calculated according to the MFA's Per-Diem, Accommodation and-Travel allowances and are paid upon presentation of corresponding receipts.
7. Relevant procedures may be changed from time to time according to the instructions of the Ministry of Foreign Affairs.