

REVISED

**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate 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, dissemination report, copy of political propaganda 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, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. 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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Crowell & Moring International, L.P.	Negev Phosphates, Ltd. (NPL)

Check Appropriate Boxes:

- The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 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 the expenses, if any, to be received.

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Criminal Division

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

Consultant or Counsel will seek to implement option(s) chosen by preparing any necessary action and seek to obtain necessary approval from the responsible authorities. To date all activities other than the analysis of options has been wholly carried out by Counsel.

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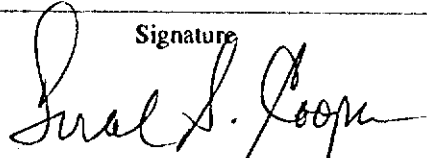
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

1. Retain Washington Counsel for Client; retain Consultant in Israel for Client
2. Examine options
3. Assess potential for success of each
4. Obtain approval for selected option by relevant authorities (to date all such activities have been carried out by Counsel.)
5. Provide final report if necessary.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
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.

Activities may include seeking support for legislation or administrative interpretation, however, to date all such activities have been carried out by Counsel.

Date of Exhibit B 3/17/92	Name and Title Doral S. Cooper, President	Signature 
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<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other 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.

# C & M INTERNATIONAL LTD.

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CROWELL & MORING  
INTERNATIONAL L.P.  
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## CONSULTING AGREEMENT

CONSULTING AGREEMENT ("Agreement"), dated as of July 15, 1991, by and between Crowell & Moring International L.P. ("Consultant"), doing business as "C&M International, Ltd.", a Delaware limited partnership having offices at 1001 Pennsylvania Avenue, NW, #1275, Washington, DC 20004, and Negev Phosphates, Ltd. (NPL), having offices at P.O. Box 4029, Ashdod, Israel.

### SCOPE

The scope of the services to be provided by Consultant are as follows:

1. Phase I. Working toward obtaining:

- A. a decision that confirms the existence of authority, or
- B. action that provides authority,

for the review of the injury determination in the countervailing duty case on phosphoric acid from Israel without the cumulation of any injurious effects of other countries' exports, Consultant will:

- i) examine options, and
- ii) assess the potential for success of such options for,

obtaining or confirming authority for such a review. Consultant will also conduct initial work toward the objective.

Prior to the date which is six weeks from the effective date, Consultant will report to Contractor on the status of work performed under Phase I.

2. Phase II

Consultant will continue to work toward obtaining confirmation of, or action providing, authority for an injury review without cumulation. Prior to the date which is twelve weeks from the effective date, Consultant will provide Contractor a second status report.

3. Option for Concluding Work after Phase I or Phase II.

Work shall automatically proceed to Phase II and Phase III unless either Consultant or Contractor decides, after consulting with the other before the end of the current phase, that further work should not proceed. Phase II and Phase III, or simply Phase III, of the contract would be cancelled upon provision of written notice to the other party.

4. Phase III

Consultant will continue to work toward obtaining the objective of the contract.

5. The scope of Consultant's work under this Contract does not cover petitioning for such a review.

6. Phase IV

Following a decision, opinion or action, whether legislative or administrative, that authoritatively confirms or provides the ability to seek a review of the injury attributed to Israeli articles in the subject case without cumulation, Consultant shall provide a final report that describes in detail the decision, opinion or action, the options for Contractor to pursue the necessary action to implement such decision, including the authority for such action, and an assessment of the likelihood of success of each option.

7. Payment

Payment by Contractor to Consultant shall be in four installments. The installments shall be due and payable as follows:

\$10,000.00 on the effective date of the contract.

\$7,500.00 six weeks after the effective date.

\$7,500.00 twelve weeks after the effective date.

\$35,000.00 upon completion of Phases I-IV.

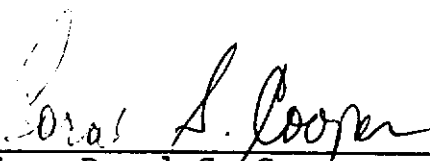
Should cancellation of Phase II and/or Phase III occur pursuant to paragraph 3, payment of installment(s) thereafter shall also be cancelled.

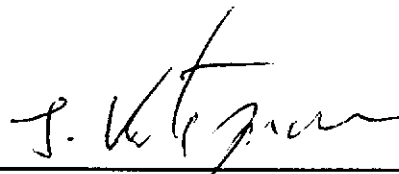
8. Consultant will retain for Contractor the services of C. Michael Hathaway, of the Law Firm of Crowell and Moring, Washington, DC and Dan Halperin, IFTIC, Ltd., to work with Consultant for the completion of work on this Contract.

9. The Contract amount is inclusive of expenses other than those associated with international travel which shall be billed separately. International travel shall be limited to that necessary, and shall be subject to prior approval by Contractor. It is not expected that more than two such trips will be necessary nor that total expenses therefore will exceed \$8000.00.

10. The terms and provisions of this Agreement shall be interpreted in accordance with, and governed by, the laws of the District of Columbia and the United States of America.

IN WITNESS THEREOF, the parties have executed and delivered this Agreement with legal and binding effect as of July 15, 1991.

  
\_\_\_\_\_  
Mrs. Doris S. Cooper  
President  
C&M International, Ltd.

  
\_\_\_\_\_  
Mr. J. Katzman, M.B.A. Marketing  
Sales Manager  
Negev Phosphates, Ltd. (NPL)