

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 duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant <i>Victor H. Mintz</i>	Name of Foreign Principal <i>Government of Israel</i>
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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 two 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 two 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 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.

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

*Pursuant to my contract, I will provide advice on U.S. law to the Government of Israel - Ministry of Defense - Mission to the U.S.A. as and when the need for such advice arises. In the course of giving such advice, I will research U.S. law, make factual inquiries, prepare memoranda of law, draft correspondence, and participate in discussions with U.S. officials.*

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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.

Negotiating and drafting contracts  
Making inquiries seeking clarification of  
U.S. policy from various U.S. officials  
Preparing briefing papers on Memorandum  
of Understanding (MOU-DOU) issues

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.

Giving advice on matters relating to the foreign  
policy of the U.S. as it relates to Israel. Means  
are participation in meetings and preparation  
of memoranda and correspondence.

Date of Exhibit B	Name and Title	Signature
2/1/89	Victor H. Mintz Counsel	Victor H. Mintz

<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.

JF536

Dear Mr. Mintz

November 21, 1988

(Effective as of  
August 1, 1988)

We wish to employ you as Counsel for a period commencing on August 1, 1988 and terminating on July 31, 1990.

The services that you will perform for the Mission include (but are not limited to) those described in Annex 1 hereto.

You hereby agree to accept any and all obligations relating to your work as you are advised of those obligations by the Director of the Mission and the Deputy Directors of the Mission.

A. For the period beginning August 1, 1988 and ending July 31, 1989 you shall be paid a monthly salary of \$7,083.50. For the period beginning August 1, 1989 and ending July 31, 1990 you shall be paid a monthly salary of \$7,500.00. Your salary will be paid to you at the end of each calendar month of service that you perform.

B. We wish to advise you that we have no obligation under the laws of the United States, New York State or New York City with regard to withholding (from your salary) taxes, social security payments or any other similar deductions which would otherwise be required by such governing authorities. Having advised you of this fact, you represent and warrant to us that the payment of income taxes on your salary, social security payments and any and all other payments required by such governing authorities as a result of your working for us shall be your full and sole responsibility except that to the extent your social security payments are higher than those of a regular employee due to the fact that you pay self-employment tax, we will reimburse you for the difference between the self-employment tax rate and the regular social security employee tax rate plus any tax liability incurred on such reimbursement. Reimbursement for a particular calendar year shall be paid during February of the following calendar year. As a condition for receiving such reimbursement you shall be obligated to submit a letter to the Mission (in the form attached hereto) certifying that you have made all of the required estimated tax payments due and owing for such year.

C. During the term of your employment with us you agree to devote your full time and best efforts to such employment and you shall have no other employment activities without the approval of the Director of Personnel and Administration.

D. We shall not reimburse your out-of-pocket expenses in connection with your employment unless we have authorized you (in writing) to incur such expenses. The amount of your reimbursement shall not exceed the amount that we have authorized you to spend. Should we provide you with authorization in writing to incur out-of-pocket expenses, you shall be obliged to submit receipts for such expenses so that we may fully verify them.

November 21, 1988

Effective as of August 1, 1988)

E. We expressly advise you that we shall have no obligation to you with regard to any accident, disability or incapacity (whether or not related to your work) that you may suffer during the term of your employment with us. We therefore strongly recommend that you (at your own expense) secure insurance to cover any potential accident, disability, or incapacity.

F. During the term of your employment with us, as set forth above, you shall be entitled to 22 days paid vacation leave and 30 paid sick days per year. You will not be paid for any absences in excess of such vacation and sick days. In the event that you are absent due to illness you shall be required to furnish Mashan 11 (Personnel) with a letter from a medical doctor detailing the reason for your absence. Should you fail to utilize your vacation days or sick days in any one year, you may add such unused vacation or sick days to subsequent years. In the event of your departure from the Mission you shall not be paid for accrued but unused sick days.

G. You shall be entitled to receive without loss of compensation and without counting such days as vacation or sick days, all Jewish and legal holidays on which our offices are closed.

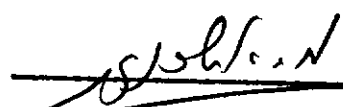
H. We provide major medical and hospitalization insurance for our employees. You will be provided with such coverage. You will be required to pay 50% of the premium costs.

I. Effective with the execution of this letter agreement between us, you shall be subject to all of the Mission's rules and regulations in effect on that date, and any and all amendments thereto during the course of your employment.

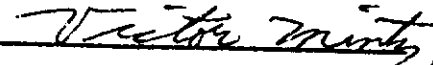
J. Either one of us shall have the right to terminate this agreement, with or without cause, and without liability to the other, on thirty calendar days notice.

If you are in accord with all the terms and conditions of this letter proposal, would you kindly sign the attached copy and return it to us, thereby confirming the agreement between us.

Very truly yours,

  
 M. Ashkenazy  
 Director of Personnel and  
 Administration

  
 D. Barkay  
 Deputy Treasurer

Accepted: 

ANNEX 1

The services to be provided by Counsel are those set forth in the Mission's regulation (#42.03) governing its use of legal services as supplemented by requests from the Director and the Deputy Directors.

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Date: \_\_\_\_\_

To: GOI-MOD  
850 Third Avenue  
New York, N.Y. 10022  
Attn: Personnel Dept.

From: \_\_\_\_\_ (Name of Employee)

I hereby certify that I have made all of the Federal, State and Local estimated tax payments that I was required to make for the calendar year ending December 31, 19\_\_\_\_.

\_\_\_\_\_  
(Signature of Employee)