

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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, 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.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant ARENT FOX PLLC* 1050 Connecticut Avenue, N.W. Washington, D.C. 20036-5339	*Name change as of 2/17/04 Old name: Arent Fox Kintner Plotkin & Kahn, PLLC New name: Arent Fox PLLC	2. Registration No. 5476
----------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------	---------------------------------

3. Name of foreign principal Israel Foreign Trade Risks Insurance Corporation, Ltd.	4. Principal address of foreign principal 65 Petah - Tikva Road POB 20208 Tel-Aviv, Israel 61201
----------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------

5. Indicate whether your foreign principal is one of the following:

- Foreign government
- 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 _____

CRM/ISS/REGISTRATION UNIT
2004 MAR 10 PM 4 21

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

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.

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

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
Israel Foreign Trade Risks Insurance Corporation, Ltd. ("IFTRIC") is the official export credit agency of Israel. It is a government-owned corporation that encourages Israeli exports by insuring export credit transactions and investments abroad.
- b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" 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.)

IFTRIC is 100% owned by the government of Israel. IRFTIC's Board, which operates the corporation, is nominated by Ministers in the government. IFTRIC operates on a commercial basis and receives no budget from the government. It purchases re-insurance from the Ministry of Finance (i.e., a form of indirect subsidy). Transactions are approved by IFTRIC's Board and then presented to the Ministry of Finance for a guarantee. Consequently, though IFTRIC is government-owned, government control of IFTRIC's commercial operations is indirect, rather than direct.

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.

Date of Exhibit A 3/10/04	Name and Title Dan Renberg, Member	Signature 
------------------------------	------------------------------------------	----------------------------------------------------------------------------------------------------

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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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 Arent Fox PLLC	2. Registration No. 5476
3. Name of Foreign Principal Israel Foreign Trade Risks Insurance Corporation, Ltd.	

CRM/ISS/REGISTRATION UNIT
2004 MAR 10 PM 4:21

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.

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

The registrant, a law firm, will provide legal and related services to the principal, including advice and counsel on export finance matters and on negotiation of a bilateral cofinancing agreement with the Export - Import Bank of the United States.

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

See response to item #7.

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 item #7.

Date of Exhibit B 3/10/04	Name and Title Dan Renberg, Member	Signature 
------------------------------	------------------------------------------	----------------------------------------------------------------------------------------------------

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 interests, policies, or relations of a government of a foreign country or a foreign political party.



Arent Fox Kintner Plotkin & Kahn, PLLC
 1050 Connecticut Avenue, NW
 Washington, DC 20036-5339
 Phone 202/857-6000
 Fax 202/857-6395
 www.arentfox.com

March 8, 2004

Dan Renberg
 202/857-6386
 drenberg@arentfox.com

Mr. Uri Bernstein
 Managing Director
 The Israel Foreign Trade Risks Insurance Corporation Ltd.
 65, Petah-Tikva Rd.
 P.O.B. 20208
 Tel-Aviv 61201 Israel

2004 MAR 10 PM 4:21
 CRM/ISS/REGISTRATION UNIT

Dear Uri:

RE: Engagement Agreement

I am very much looking forward to working with you and your colleagues in the future.

This letter describes the terms on which Arent Fox PLLC (the Firm) has agreed to provide legal services to IFTRIC (the Client). The Firm's internal policies require us to provide you with a written statement of the terms on which the Client has engaged the Firm and on which the Firm has agreed to provide legal services to the Client.

DESCRIPTION OF ENGAGEMENT

Initially, the Firm has been engaged to represent the Client in connection with matters involving export finance. I will serve as your primary point of contact and, other than using colleagues under my supervision from time to time to assist me, I will handle IFTRIC's matters personally. The scope of the Firm's engagement may be enlarged from time to time as the Client requests the Firm to perform additional services and the Firm agrees to perform them. No additional written agreement will be required to document these periodic changes.

DESCRIPTION OF BASIS FOR COMPENSATION

Fees

The Firm charges for legal services on the basis of the time devoted to the Client's matters by the legal personnel performing the services. The Firm's hourly rates for attorneys presently range from \$175 to \$530. My current hourly preferred rate is \$420. Legal assistant and project assistant rates are lower. These rates may be adjusted from time to time, typically on an annual basis.

Other Charges

In addition to fees, the Client will be responsible to reimburse the Firm for third-party costs incurred on the Client's behalf, such as governmental fees, and to pay the Firm's customary charges for various services such as toll calls, travel, facsimile, central word processing, LEXIS/WESTLAW and other computer database uses, duplicating, messengers, secretarial overtime, and transcripts. In some cases, the Firm's customary charges for these services exceed the direct costs incurred by the Firm in providing these services. The Firm also agrees to obtain Client's pre-approval for any travel or other extraordinary expenses the Firm may incur.



Mr. Uri Bernstein
March 8, 2004
Page 2

BILLING AND PAYMENT PROCEDURES

The Firm's statements will be rendered periodically, typically monthly. Charges for expenses will be based on information available to the Firm at the time the statements are rendered. In appropriate cases, the statements may include estimated charges for expenses, in which event the estimates will be reconciled when final information becomes available.

The Firm's statements are payable upon receipt. The Firm expects clients to pay promptly and prompt payment is a requirement for the Firm's continued representation. If statements are not paid within 30 days after the invoice date, the Firm retains the right to charge interest on overdue amounts at the rate of 1% per month (12% Annual Percentage Rate). In the unfortunate event that the Firm is forced to incur collection costs to obtain payment, the Client also will be responsible for the collection costs, including reasonable attorneys' fees.

Retainer Arrangement -- The Firm will require a retainer of \$2,500 to undertake this representation. The retainer will not be applied against the Firm's monthly statements to the Client unless the Client does not pay the statements when they are due. If the retainer is applied against any statements, the Client will be required to replenish the retainer back to its original \$2,500 level.

Under the District of Columbia Rules of Professional Conduct, amounts owed by the Firm to the Client (including retainer balances, advance payments on account of fees and expenses and intentional or inadvertent over-payment of invoices) are treated as the property of the Client and required to be held in escrow unless the Client consents to treating these amounts as indebtedness of the Firm to the Client. These amounts are not significant compared to the Firm's resources, and the Firm believes that treating such balances as unsecured obligations of the Firm involves no significant risk to the Client. The Client hereby consents to treating amounts owed by the Firm to the Client (including retainer balances, advance payments on account of fees and expenses and intentional or inadvertent overpayment of invoices) as the property of the Firm, owed to the Client, and not the separate property of the Client. Of course, in any case, if the Firm's fees and charges are less than the balance of the retainer (or any credit balance of the Client's account with the Firm) at the conclusion of the representation, the Firm will refund the balance at that time.

TERMINATION OF REPRESENTATION

Client's Right to Terminate Representation

The Client has the right to terminate the Firm's representation any time. If the Client does so, the Client will be responsible for the legal fees and charges incurred in connection with the Firm's representation up to the termination, including the fees and charges to transfer the work to the Client's new attorney.

Firm's Right to Terminate Representation

The Firm may also terminate its representation of the Client for any reason consistent with the rules of professional conduct, including non-payment of fees and charges.



Mr. Uri Bernstein
March 8, 2004
Page 3

RETENTION OR DESTRUCTION OF RECORDS

The Firm adopts policies from time to time concerning the retention or destruction of records relating to engagements by clients. After the conclusion of the Firm's representation of the Client on any particular matter, the Firm may destroy any records as the Firm believes is appropriate. If the Client and the Firm agree that the Firm will retain records for a particular period, that agreement will supersede this general rule. If the Firm is required by applicable law to retain records for a particular period, the applicable law will supersede this general rule.

DISPUTE RESOLUTION PROCEDURES

If any dispute involving legal fees develops between the Firm and the Client, the dispute will be resolved exclusively by resorting to arbitration before the District of Columbia Bar Attorney Client Arbitration Board and neither party will seek relief from any court except to enforce the arbitration award.

If for any reason this arbitration procedure is unavailable, then the Firm and the Client agree that any litigation will be commenced only in the Superior Court of the District of Columbia and the Client consents to the exclusive jurisdiction of that court.

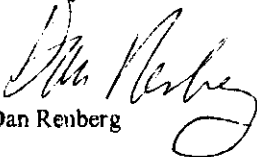
GOVERNING LAW

This letter agreement will be governed by the laws of the District of Columbia.

If you have any questions about this letter, please do not hesitate to call me at (202) 857-6386. Please sign this letter and return it to me to confirm your agreement to the terms of our engagement. I appreciate your confidence in engaging our firm and look forward to working with you.

Best regards.

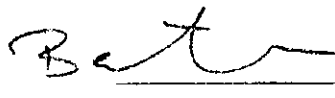
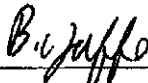
Sincerely,


Dan Renberg

DR/ice

AGREED:

The Israel Foreign Trade Risks Insurance Corporation Ltd.

Date: March 9, 2004

BERNSTEIN URI RAFFI BEN-ZION
Print Name

2004 MAR 10 PM 4:21
CRM/ISS/REGISTRATION UNIT