

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 Rubenstein Public Relations 1345 Avenue of the Americas New York, NY 10105	2. Registration No. 6049
---	-----------------------------

3. Name of Foreign Principal World Likud	4. Principal Address of Foreign Principal King George 38 Tel Aviv, Israel
---	---

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:

<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 (specify) _____

Individual-State nationality _____

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
 King George 38
 Tel Aviv, Israel

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.

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
7/17/11	Richard Rubenstein	

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 Rubenstein Public Relations	2. Registration No. 6049
3. Name of Foreign Principal World Likud	

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.


Rubenstein Public Relations has agreed to offer public relations advice and guidance to World Likud in regard to its political activities. In performing this duty, Rubenstein Public Relations plans to reach out to potential media outlets including television, print, radio and online publications, to publicize World Likud's political positions.

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.

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
7/19/11	Richard RUBENSTEIN/PRESIDENT	

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.



RUBENSTEIN PUBLIC RELATIONS, INC.

June 9, 2011

Mr. Jonathan Daniels
Project Director, World Likud
Bugrashov 73, Apt. 5
TEL AVIV
63429
ISRAEL

Dear Mr. Daniels:

This letter of agreement (the "Agreement") will confirm our understanding whereby World Likud ("the Client") retains Rubenstein Public Relations, Inc. ("RPR") as its public relations consultant.

1. **Term.** The term of this Agreement shall commence on July 1, 2011 and shall continue in full force and effect for a minimum period of three (3) months through September 30, 2011.
2. **Services.** As part of the public relations services that RPR will provide to the Client, RPR will undertake the following in good faith:
 - A. **Publicity.** RPR will seek to publicize the Client through major media including newspapers, magazines, TV, radio, online outlets and appropriate trade publications.
 - B. **Projection.** RPR will seek projection of the Client and in a positive and constructive manner.
 - C. **Reputation Reinforcement.** RPR will seek to reinforce the image of the Client among all appropriate audiences.
 - D. **Raise Awareness.** RPR will seek to raise awareness of the Client by generating interest from the media about the organization's political positions.
 - E. **Sustaining Coverage.** RPR will seek to maintain exposure of the Client through ongoing media relations, special events and other activities, as appropriate.
 - F. **Counsel.** RPR will provide the Client with counsel and guidance to enhance his image.
 - G. **Monitor and Report.** RPR will provide monthly status reports detailing the prior month's media placements and agency activities.
 - H. **Conduct Damage Control.** In the event of negative publicity about the Client, RPR will conduct and manage damage control activities, including but not limited

to, developing appropriate and timely message points and press releases that seek to minimize negative publicity or counteract negative media or other statements.

- I. *Special Services.* If the Client requests that RPR perform services not within the scope of services outlined above, the parties agree to negotiate in good faith to reach mutually agreeable terms (including additional compensation) relating to such services, which additional terms will be set forth in a schedule to be attached to this Agreement and incorporated herein by this reference.

3. **Confidentiality.**

- A. *Confidential Information.* It is expressly understood and agreed that all information disclosed by the Client to RPR, or gained by RPR in the course of the relationship with the Client, shall be considered confidential and shall be retained in confidence by RPR and not be used by RPR for any other purposes. In addition, it is agreed by both parties that all the terms under this Agreement will be considered confidential and shall be retained in confidence by both parties. Neither party will take any action or make any statement that could discredit the reputation of the other party.
- B. *Survival.* This confidentiality provision shall survive the term of this Agreement or any other agreement or understanding between the parties.
- C. *Disclosure Required By Court Order or Law.* Notwithstanding any other provision of this Agreement, RPR may disclose such confidential information as may be required: (i) by a court order, subpoena or similar process issued by a court of competent jurisdiction or by a government body, or (ii) in order to comply with any law, order regulation or ruling applicable to RPR, or as may be needed to obtain legal, tax or accounting advice.
- D. *Exceptions.* In addition, it is understood that RPR's obligations under this Section shall not apply with respect to (i) information previously known to RPR or materials to which RPR had access prior to the provision of such information or materials by the Client; (ii) information or materials that are now or later become publicly known; (iii) information disclosed by RPR with the Client's prior consent; or (iv) information or materials provided to RPR by a third party not bound by a duty of confidentiality to the Client.

4. **Fees and Expenses.**

- A. *Fees.* The Client will pay RPR a fee of \$10,000 for RPR's public relations services. RPR will bill the Client for all fees and expenses each month and the Client will pay each invoice within 15 days of receipt of such invoice. The Client will be charged a late fee of 1.5% per month of the unpaid balance due on any invoice until paid. The monthly fee will increase at a rate of 3% per contract year.
- B. *Expenses.* The Client will pay all of RPR's out-of-pocket expenses. These expenses may include postage, copier charges, telephone, messengers, photography, printing, filing costs and other similar expenses. RPR will not charge a mark-up, surcharge, handling or administrative fee on such expenses.
- C. *Objection.* All invoices for out of pocket expenses and services rendered shall be binding upon the Client and shall not be subject to objection for any reason unless

- a good faith objection is made in writing, states the basis for such objection in detail and is delivered to RPR within 30 days of the Client's receipt of invoice.
- D. *Prior Approval.* RPR will obtain prior approval from the Client for any individual out-of-pocket expense that is greater than \$100.00. If RPR's total out-of-pocket expenses are greater than \$100.00 per month, then RPR will provide the Client with copies of invoices and other receipts to support the amount of out-of-pocket expenses, if the Client requests RPR to do so.
 - E. *Certain Expenses Delayed.* The Client understands that, depending on the nature of the expenses that RPR incurs on the Client's behalf, RPR may not receive the bills from vendors who provide certain services and/or products until after this Agreement has terminated. In such case, the Client will reimburse RPR for such expenses within 15 days after RPR notifies the Client of the amount due.
 - F. *Final Invoice.* Except as otherwise set forth in Section E above, upon termination of this Agreement, RPR shall deliver an invoice for any outstanding amounts due, including fees and expenses. The amount of such invoice shall be due and payable within thirty (30) days of such invoice.
 - G. *Costs of Collection; Termination.* In addition to the fees and expenses payable by the Client to RPR pursuant to the terms of this Agreement, the Client hereby agrees to pay to RPR all costs and expenses, including all reasonable attorneys' fees and disbursements, incurred by RPR in collection of any of its outstanding, undisputed fees and expenses payable pursuant to the terms of this Agreement. If the Client fails to pay any invoice within sixty (60) days of the due date thereof, RPR shall have the right to immediately terminate this Agreement, and the Client shall be responsible for costs and expenses billed through the date of last invoice.

5. **Representations and Warranties; Indemnification.**

- A. *The Client's Representations.* The Client understands that RPR cannot undertake to verify the accuracy of information that the Client (or someone on behalf of the Client) provides to RPR, or information included in material that has been prepared by RPR and approved by the Client. The Client agrees that all information that it or its employees, officers, directors or affiliates (or any person on the Client's behalf) provides to RPR for dissemination will comply with any and all federal and state laws. All such information will be accurate, will fairly represent the Client's situation and will not omit any information that would make the information that was provided materially misleading.
- B. *The Client's Indemnification.* The Client agrees to indemnify, defend and hold harmless RPR, and its officers, directors, employees, shareholders, representatives and agents from and against any and all losses, liabilities, claims, damages, deficiencies, costs and expenses (including reasonable attorneys' fees, disbursements and other charges) based upon or arising out of (i) any materials or services which RPR prepared or performed for the Client and which were approved by the Client prior to publication or (ii) the Client's performance of any of its obligations under this Agreement or (iii) any materials, releases, reports or information that the Client (or someone on the Client's behalf) supplies to RPR or (iv) the nature or use of the Client's products or services or (v) risks or restrictions which RPR brings to the Client's attention where the Client elects to proceed,

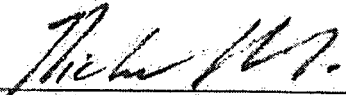
except to the extent that such losses are due to the gross negligence or willful misconduct of RPR. The Client's agreement to indemnify will survive the expiration or termination of this Agreement.

- C. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS OR LOSS OF DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.
6. **Non-Solicitation.** The Client agrees that during the term of this Agreement and for two years after this Agreement terminates neither the Client nor any of its affiliates will directly or indirectly:
- A. offer to employ any employee of RPR or any of its affiliates,
 - B. introduce any employee of RPR or any of its affiliates to any other potential employer that wishes to employ any employee of RPR or any of its affiliates, or
 - C. otherwise interfere with the employment relationship between RPR or any of its affiliates and any of their employees.
7. **Termination.**
- A. *Termination for Cause.* Notwithstanding Section 1 hereof, either party may terminate this Agreement if the other party is in breach or default of any material term of this Agreement, and said breach or default continues unremedied for a period of thirty (30) days following the initial six (3) months of service after such party's receipt of written notice specifying the grounds of such breach or default.
 - B. *Obligations upon Termination.* During the applicable notification period, the rights, duties and responsibilities of the Client and RPR shall continue in full force and effect, including, but not limited to, RPR continuing to be ready and willing to render services on the Client's behalf and the payment of all fees, expenses and other sums as provided in this Agreement.
8. **Notices.** All notices shall be sent by email or regular mail to RPR, Attention: Richard Rubenstein.
9. **Independent Contractor.** RPR and the Client understand and agree that RPR is an independent contractor and is not authorized to obligate or commit the Client in any manner.
10. **Gift Policy.** RPR's employees may not accept any type of gift or gratuity (including stock or rights to acquire stock), regardless of value, from any of RPR's clients, except for (i) unsolicited promotional materials of nominal value such as pens and calendars and (ii) unsolicited consumable items such as cakes and cookies that a client may choose to send to RPR during the holidays.


11. **Ownership.** RPR acknowledges and agrees that, upon full payment of all sums due to RPR under this Agreement, all promotional and publicity materials (collectively referred to as "Materials") generated by RPR in the performance of this Agreement shall become the Client's exclusive property, subject to any third party rights, restrictions or obligations which are disclosed by RPR. Notwithstanding the foregoing, RPR shall retain ownership of all work created by or for RPR prior to or separate from this Agreement. This section will survive the expiration or termination of this Agreement.
12. **Assignment.** The Client may not assign its rights, nor its obligations, under this Agreement to any affiliate or to any third party.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between RPR and the Client with respect to public relations services. This Agreement supersedes all prior agreements or understandings between RPR and the Client.
14. **Amendments.** RPR and the Client may amend, supersede or modify this Agreement only in writing signed by each of RPR and the Client.
15. **Headings.** Clause headings in this Agreement do not form part of this Agreement and shall not affect its construction.
16. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to any principles of conflicts of laws. All actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be litigated only in courts located within the City and County of New York, New York as to state court actions, and the Southern District of New York as to federal court actions, which courts shall have the exclusive jurisdiction over all actions or proceedings.
17. **Legal Representation.** The Parties represent and warrant that they have each consulted with independent counsel of their choosing prior to signing this Agreement and have relied upon the advice of such independent counsel in signing this Agreement. Alternatively, each of the Parties represents and warrants that each was advised to consult with independent counsel of their choosing, had an opportunity to consult with such independent counsel, but chose not to do so.
18. **Counterparts.** RPR and the Client may execute this Agreement in two counterparts, each of which will be considered an original but all of which together will constitute one and the same instrument.
19. **Force Majeure.** Neither party shall be liable for any delay or failure to carry or make continuously available the services or perform its obligations hereunder (other than the Client's payment obligations), if such delay or failure is due to any cause beyond its control, including without limitation, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.

If this Agreement correctly describes our understanding, please sign the enclosed copy of this letter where indicated. Please return the signed Agreement to us together with the fee of \$10,000. We look forward to a long and mutually productive relationship.

Sincerely yours,
Rubenstein Public Relations, Inc.

By: 
Name: Richard M. Rubenstein
Title: President

Agreed and Accepted as of
the date first written above:
Mr. Jonathan Daniels

By: 
Name: Mr. Jonathan Daniels
Title: Senior Advisor to the Deputy Speaker



RUBENSTEIN PUBLIC RELATIONS, INC.

June 9, 2011

Mr. Jonathan Daniels
Project Director, World Likud
Bugrashov 73, Apt. 5
TEL AVIV
63429
ISRAEL

For public relations services to be rendered during the period of July 1, 2011 through September 30, 2011.

\$10,000