

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 Ceisler Media & Issue Advocacy, LLC, 1525 Locust Street, 6th Floor, Philadelphia, PA 19102	2. Registration No. 
3. Name of Foreign Principal Consulate General of Israel to the Mid-Atlantic Region	4. Principal Address of Foreign Principal 1880 JFK Blvd. Suite 1818 Philadelphia, PA 19103
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> 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) _____ <input type="checkbox"/> Individual-State nationality _____	
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Consulate General of Israel to the Mid-Atlantic Region b) Name and title of official with whom registrant deals Mr. Yaron Sideman, Counsel General	
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 December 19, 2014	Name and Title Lawrence A. Ceisler	Signature /s/ Lawrence A. Ceisler eSigned
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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

Ceisler Media & Issue Advocacy, LLC

2. Registration No.



3. Name of Foreign Principal

Consulate General of Israel to the Mid-Atlantic Region

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.

Our primary goal is to develop a proactive strategy that enables the Israeli Consulate to define itself via the media and before the general public. We will help you maintain a positive image that authentically reflects Israel's aspirations and desire to serve the Mid-Atlantic community.

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

We will develop a comprehensive Strategic Communications Plan as outlined in the attached agreement.

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
December 19, 2014	Lawrence A. Ceisler, Principal	/s/ Lawrence A. Ceisler 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.

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December 8, 2014

1525 Locust Street, Sixth Floor
Philadelphia, PA 19102
215.735.6760 tel
215.735.6758 fax

Mr. Elad Strohmayer
Deputy Consul General
Consulate General of Israel
To the Mid-Atlantic Region
1880 JFK Blvd. Suite 1818
Philadelphia, PA 19103

Dear Elad:

Please accept this letter as an agreement between the Consulate General of Israel to the Mid-Atlantic Region ("Client") and Ceisler Media & Issue Advocacy ("Agency") as follows:

1. **The Services.**

Services performed by Agency will include the development of a comprehensive Strategic Communications Plan as outlined the attached proposal of September 3, 2014; the proposal which is included as part of this Agreement. It is hereby clarified that any implementation of the proposal under this Agreement is subjected to the advance and specific authorization of the Client, under its own independent judgment. Agency shall at all times perform the Services faithfully and with the highest degree of professionalism, competence and integrity in accordance with timetables as may be determined by Client from time to time. Agency shall do nothing in the performance of the Services that may interfere with Client's ongoing Diplomatic and professional work at any of its locations or reflect adversely on the goodwill and reputation of Client.

2. **Exclusivity.**

During the term of this Agreement, Agency shall not perform the Services (or any similar services) for any other person or entity that competes with client. During the term hereof, Agency shall also perform services reasonably related to the Services as Client may request in writing.

3. **Independent Contractor.**

(a.) Agency and its employees are, and at all times during the term of this Agreement shall be, an independent contractor and shall at no time act, hold itself out as, or be deemed to be an employee, Agent, partner or joint venturer of Client. The agency will provide the indemnification on behalf of itself and its employees, and it will indemnify and hold the Client harmless from any and all claims therefore. Client shall not have any liability or obligation whatsoever with respect to the payment of salary or benefits to, or the withholding or filing of taxes for Agency and its employees; and

300 North Second Street, Suite 702 Harrisburg, PA 17101 866.885.4675 tel
PNC Park
115 Federal Street, Suite 200 Pittsburgh, PA 15212 866.603.3674 tel

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Agency and its employees agree that Agency and its employees will indemnify and hold Client harmless from any and all claims therefore.

(b) The undersigned, intending to be legally bound, also hereby agrees that, during the period that services are provided by Agency and its employees to the Client and for one year thereafter, the Client shall not solicit the employment of or hire any employee of Agency or any person who was an employee of Agency at any time during the six months prior to such solicitation or hiring.

4. Fees; Payment Terms.

(a) As compensation to the Agency for performance of the Services, the retainer shall be: \$7,500.00 per month (the "Contract Fee") up to a maximum of \$90,000.00. A down payment of \$45,000.00 will be invoiced and paid in December, 2014. Monthly invoices of \$7,500.00 will be sent by the Agency to the Client starting in June, 2015 and continue through November, 2015. If, for any reason, this Agreement is terminated within the first six months of the contract period that has been pre-paid; the Agency will refund the balance of the retainer to the Client for the proportional period of time, after the 30 day notice, that the contract has been terminated.

(b) Out-of-pocket account management fees (faxing, long-distance calls, copies, etc.) are included in the retainer. Other agreed-to out-of-pocket expenses, including expenses related to travel or any paid media campaign, would be billed at cost and only after advance and written consent from Client their occurrence. Agency shall invoice Client for Services provided on a monthly basis. Each invoice shall be in a form reasonably satisfactory to Client and shall include supporting documentation as reasonably requested by Client. Approved invoices will be paid within thirty (30) days of Client's receipt.

(c) The Agency will provide a written monthly report to the Consulate, detailing the projects and works the Agency has done to the Client, the contacts it has made, and the amount of time, costs and expenses every above mentioned action took.

5. Ownership of Rights; Work Made for Hire and Assignment.

(a) All public relations materials, trademarks, trade names, copyrights or other intellectual property rights which may be created in connection with Agency's Services hereunder are and shall remain the exclusive property of Client. However, Agency reserves the right to publicize the Client name on Agency website and other media and will obtain permission from Client each time.

(b) All works and materials created or developed for Client by the Agency hereunder including but not limited to all interim and final concepts, public relations materials, sketches, designs,

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layouts, photographs, computer programs, work papers, drafts, and written materials and creative works of any and all kind which the Agency has created or shall hereafter create in the course of performing the Services (the "Work") are and shall be deemed "work made for hire" under the United States Copyright Act of 1976, as amended. In the event that any such Work shall not qualify as a "work made for hire," Agency hereby assigns to Client (including its successors and assigns absolutely and forever) all rights, title and interest in and to all such Work and the copyrights in it throughout the world and agrees, without additional compensation, to execute any and all further documents appropriate to record such assignment and enforce such rights. Without limiting the foregoing, in its sole discretion, Client and anyone authorized in writing by Client may modify, expand, exploit, use or not use the Work in any manner and media, in whole or in part, throughout the world in perpetuity with or without attribution to the Agency.

(c) The tangible Work and all copies thereof shall be the exclusive property of Client. At Client's request, the Agency agrees to cause the Work and all copies thereof to be promptly surrendered to Client.

6. Term and Termination.

(a) This Agreement shall remain in effect from December 1, 2014 through November 30, 2015.

(b) Each party to the Agreement can terminate the contract for any reason with thirty (30) days' advance written notice to the other party.

(c) If either party shall default in the performance of any of its obligations under this Agreement, then the other party may terminate this Agreement on fifteen (15) days' prior written notice to the defaulting party, unless such party has cured its default to the reasonable satisfaction of the non-defaulting party within such fifteen (15) day period; provided, however, that Client may terminate this Agreement on five (5) days' notice to Agency if Client shall determine that any act or omission by Agency is damaging, or threatens to damage, the goodwill or business of Client.

7. Indemnification.

Agency agrees to indemnify and hold Client harmless against any and all loss, liability, damages, expenses, costs (including reasonable attorney's fees) arising, directly or indirectly, from any claim, action or suit, actual or threatened, whether groundless or otherwise, of whatever nature (including the settlement thereof) arising out of Agency's performance or non-performance of its Services or other obligations hereunder.

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8. No Assignment.

The Services contemplated by this Agreement are unique and personal and Client has entered into this Agreement in reliance on the performance of the Services exclusively by Ceisler Media & Issue Advocacy. Therefore, Agency's Services hereunder may not be subcontracted or delegated. Neither this Agreement nor any rights hereunder are assignable by Agency, by operation of law or otherwise, and any attempt to do so shall be null and void.

Agency hereby acknowledges that in the course of performing the Services hereunder with a foreign consulate, Agency will have access to trade secrets, confidential and proprietary information of the Consulate. Agency acknowledges the sensitivity of the nature and quality of the diplomatic and professional work of the consulate and the State of Israel and it shall be held in the strictest confidence by the Agency. Agency agrees that all trade secrets, proprietary and confidential information, including but not limited to the identify of Client's resources, Client's sales and shipment volumes, Client's business marketing, merchandising, public relations and real estate plans and analyses, and all like materials and information furnished by or prepared and/or maintained for Client (collectively referred to as "Client's Materials"), shall be held in the strictest confidence by the Agency. All of Client's Materials are and shall be the exclusive property of Client and Agency shall not, at any time during or after the term of this Agreement, furnish or use any of Client's Materials for or on behalf of any persons other than Client. At Client's request, Agency shall immediately return all of Client's Materials to Client in strict accordance with its request.

9. Confidentiality and Client's Materials.

Agency hereby acknowledges that in the course of performing the Services hereunder, Agency will have access to trade secrets, confidential and proprietary information of Client. Agency agrees that all trade secrets, proprietary and confidential information, including but not limited to the identify of Client's resources, Client's resources, Client's sales and shipment volumes, Client's business marketing, merchandising, public relations and real estate plans and analyses, and all like materials and information furnished by or prepared and/or maintained for Client (collectively referred to as "Client's Materials"), shall be held in the strictest confidence by the Agency. All of Client's Materials are and shall be the exclusive property of Client and Agency shall not, at any time during or after the term of this Agreement, furnish or use any of Client's Materials for or on behalf of any persons other than Client. At Client's request, Agency shall immediately return all of Client's Materials to Client in strict accordance with its request.

10. Notices.

Each notice, demand, approval or consent required or permitted to be given hereunder shall be deemed to be duly given if in writing (including email) and either personally served or sent by certified mail, return receipt requested to the parties as follows:

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To Agency:

Cynthia L. McCurdy
Director of Business Operations
Ceisler Media & Issue Advocacy
1525 Locust Street, 6th Floor
Philadelphia, PA 19102

To Client:

Deputy Consul General
Consulate General of Israel
To the Mid-Atlantic Region
1880 JFK Blvd. Suite 1818
Philadelphia, PA 19103

11. Entire Agreement.

This document shall not constitute an agreement, shall be of no effect and shall not be binding upon either party until signed by an authorized representative of each of the parties where indicated below. This Agreement constitutes the exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior discussions or arrangements between the parties. This Agreement may not be amended, modified, or superseded except in writing signed by the parties hereto.

12. Disputes: Pennsylvania Law.

All disputes of any nature whatsoever arising out of this Agreement or in connection with the underlying transactions shall be resolved in court in Philadelphia, Pennsylvania. The parties agree that Pennsylvania substantive and evidentiary law shall apply and that neither party shall be entitled to request or recover exemplary, treble or any other form of punitive damages against the other, regardless of the claims raised.

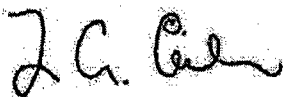
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IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first written.

AGENCY SIGNATURE



Lawrence A. Ceisler
Principal

Date: December 8, 2014

CLIENT SIGNATURE



Mr. Yaron Sideman
Consul General

12/9/14



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Proposal is Included as part of this Agreement

To: Yaron Sideman, Consul General; Elad Strohmayer, Deputy Consul General
From: Ceisler Media & Issue Advocacy
Date: September 3, 2014
RE: Strategic Communications Proposal

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Overview and Goals

Since its inception in 1948, the American public has had difficulty understanding the complexities that characterize this startup nation. For those with a religious viewpoint, Israel is simply known as the place discovered by Moses and fraught with a history of holy sacrament. The rest take their perceptions of the nation from American media sources, which portray a region deluged with war, bombs and disharmony. Many are unaware that the full fabric of the Israeli narrative transcends all of this, and includes a vibrant and complex story of innovation, ingenuity, and leadership in politics, business, culture, and social justice issues.

Unfortunately, the real story of Israel has yet to fully penetrate the collective American consciousness. We understand Israel to be a diverse, progressive nation that is the central hub of the Middle East for technology, education, and business. This narrative of Israel's true identity is one that is worth telling, as it tells the story of a proud, diverse population achieving excellence in multiple spheres, despite the unrelenting adversity that seeks its destruction and demise. We must ensure that Israel is not viewed through the singular lens through which it has been portrayed, but through a multi-faceted prism that reflects reality.

The Consulate General of Israel for the Mid-Atlantic Region, based in Philadelphia, already has a remarkably successful network that works to expose Israel to Jewish and non-Jewish audiences alike. The next phase is to implement a robust strategic communications plan that identifies key targets and drives event planning, media, and strategic philanthropy to successfully make new contacts and improve communications.

Our Goal

Ceisler Media and Issue Advocacy (CMIA) will work with Consulate General to devise and implement a communications strategy in targeted communities to advance the stated goals of the Israeli Consulate. CMIA will provide counsel on general issues, connect the Consulate with key legislators, community and business leaders, and ensure that all efforts cohesively align to serve the prioritized goals. The scope of our work for companies such as XTO Energy and Comcast uniquely prepares CMIA for advocacy campaigns in Pennsylvania, Delaware, Southern New Jersey, Kentucky, West Virginia and Ohio.

CMIA will provide its own funding to send part of its team to Israel to learn more about the political climate and culture that will inform our work.



Plan

Our primary goal is to develop a proactive strategy that enables the Israeli Consulate to define itself via the media and before the general public. We will help you maintain a positive image that authentically reflects Israel's aspirations and desire to serve the Mid-Atlantic community.

The first phase of CMIA's involvement will be to conduct an internal audit with Consulate staff to formalize a thorough, final-stage communications plan. The following is an initial framework.

Communications Objectives

Objectives:

- Identify and educate key stakeholders about Israel and the Consul General in the Mid-Atlantic region.
- Develop and execute a grassroots outreach and coalition-building strategy to include business and community leaders.
- Develop and execute a campaign to increase awareness around Israel's economic, operational and philanthropic footprint in the Mid-Atlantic Region.

Target Audiences:

- Political leaders and public officials
- Business leaders and opinion-shapers
- Regional LGBT organizations
- Cultural leaders
- Hispanic Chambers of Commerce and community organizations
- Jewish agencies/synagogues/community groups
- Pro-Immigration organizations
- Regional Environmental groups
- Religious organizations

Communications Strategies

Ceisler Media will focus on a three-pronged scope for strategies: Business, Cultural and Political. Below are examples of possible strategies.

Business:

- Follow-up and maintain relationships with business groups that the Consul has met with in the past.
 - Follow-up to Cincinnati USA Regional Chamber trip to Israel

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- Mid-Atlantic District Export Council- renew discussions of defense related exports
- Connect and engage with specific members of business organizations that have a connection to international business development/Jewish advocacy.
- Target state-by-state industries to promote Israeli ties
 - West Virginia chemical industry
 - South Jersey medical industry
 - Western PA high-tech corridor
 - Ohio clean energy businesses

Cultural:

- LGBT
 - Follow-up to August's Gay Games in Ohio
 - Draft op-eds and press releases in Akron/Cleveland newspapers to discuss Israel's involvement
 - Connect with LGBT groups and sporting organizations to detail the event and discuss possible new programs at their centers.
 - Promote Israel's tolerance of LGBT rights and create co-existing events in local communities.
 - Connect with youth agencies to demonstrate the success of LGBT youth in Israel. Organizations such as the Attic Youth Center (Philadelphia), Triad House (New Jersey) and the Trevor Project (national) are likely to be receptive.
- Hispanic/Latinos
 - Connect with local stakeholders to strengthen Hispanic-Israeli connections
 - Congreso de Latinos Unidos (Philadelphia)- CEO Cynthia F. Figueroa
 - AJC's Latino-Jewish Coalition- Gabriel Seidner- planning networking events titled "Salsa and Kugel"
 - Latin American Community Center- President Maria Matos
 - Create events with pro-immigration groups and organizations to discuss how their policies compare to Israel's.
- African-American Groups
 - Promote Ethiopian immigration policies
 - Promote Israel's Operation Protective Edge
 - Attend and promote rallies in underserved communities that support peace and the value of human life.
- The Arts
 - Israeli Jazz Festival
 - Connect with local musicians
 - Promote Israeli jazz music at additional festival across the region.
 - Manchester Bidwell center opening this fall in Akko
 - Celebrate the opening in Pittsburgh and promote expansion plans worldwide

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- Continue to promote and establish Israeli film festivals, book releases and other cultural achievements.
 - Connect with specific members of cultural boards to increase these activities.

Political:

- Connect with recent politicians who participated in pro-Israel events this summer to assist in other goals.
 - DE Sen. Chris Coons- recently spoke at Pro-Israel rally
 - Connect with staff to encourage the Senator to draft an op-ed/memorandum
 - Show support for Sen. Coon's legislative initiatives- such as hosting a discussion for his clean energy business bill.
 - Kentucky Gov. Steve Beshear's expressed interest in visiting Israel: educational and commercial partnerships.
 - Connect with officials from Kentucky's Cabinet For Economic Development
 - Promote the University of Kentucky's new grant from the Jewish Heritage Fund for Excellence for new Jewish Studies program scholarships.
- Identify members of congress serving in leadership and on key committees to target their districts for targeted outreach. Two examples (which can be replicated across the region):
 - Speaker John Boehner's District- Ohio 8th
 - Connect with Synagogues in Springfield, Middletown. Jewish Federation of Dayton.
 - Visit Chambers of Commerce in Fairfield, Greenville and Troy.
 - WV Senator Joe Manchin (D)- visited Israel in May 2014
 - Follow-up with Rabbi Victor Urecki of B'nai Jacob Synagogue in Charleston, West Virginia, who accompanied him on the excursion
- Build a database of people that sit on the boards of cultural organizations who also are involved in/connected to politics.
- Connect with pro-environment/clean energy action groups and politicians to promote Israel's wind, solar and natural gas industries.
- Develop new roundtables/panels/events around hot-button Israeli issues such as Nuclear Iran and the program "What if Gaza was Near Your City?"

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1525 Locust Street, Sixth Floor
Philadelphia, PA 19102
215.735.6760 tel
215.735.6758 fax

November 18, 2014

Mr. Elad Strohmayr
Deputy Consul General
Consulate General of Israel
To the Mid-Atlantic Region
1880 JFK Blvd. Suite 1818
Philadelphia, PA 19103

Dear Elad:

Please accept this letter as an agreement between the Consulate General of Israel
To the Mid-Atlantic Region ("Client") and Ceisler Media & Issue Advocacy ("Agency") as follows:

1. **The Services.**

Services performed by Agency will include the development of a comprehensive Strategic Communications Plan as outlined in our proposal of September 3, 2014. Agency shall at all times perform the Services faithfully and with the highest degree of professionalism, competence and integrity in accordance with timetables as may be determined by Client from time to time. Agency shall do nothing in the performance of the Services that may interfere with Client's ongoing business at any of its locations or reflect adversely on the goodwill and reputation of Client.

2. **Exclusivity.**

During the term of this Agreement, Agency shall not perform the Services (or any similar services) for any other person or entity that competes with client. During the term hereof, Agency shall also perform services reasonably related to the Services as Client may request in writing.

3. **Independent Contractor.**

(a.) Agency is, and at all times during the term of this Agreement shall be, an independent contractor and shall at no time act, hold itself out as, or be deemed to be an employee, Agent, partner or joint venturer of Client. Agency is not authorized to hold itself out directly or indirectly as an Agent or employee of Client or to execute any documents as such, in the name of, or on behalf of Client, or to bind Client in any way. Client shall not have any liability or obligation whatsoever with respect to the payment of salary or benefits to, or the withholding or filing of taxes for Agency and Agency agrees that Agency will indemnify and hold Client harmless from any and all claims therefore.

PNC Park
300 North Second Street, Suite 702 115 Federal Street, Suite 200
Harrisburg, PA 17101 Pittsburgh, PA 15212
866.885.4675 tel 866.603.3674 tel

Ceisler

Media & Issue Advocacy

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(b) The undersigned, intending to be legally bound, also hereby agrees that, during the period that services are provided by Agency to the Client and for two years thereafter, the Client shall not solicit the employment of or hire any employee of Agency or any person who was an employee of Agency at any time during the six months prior to such solicitation or hiring.

4. Fees; Payment Terms.

(a) As compensation for its performance of the Services, Agency shall be paid as follows: \$7,500.00 per month (the "Contract Fee"). The Contract Fee shall be payable as within thirty (30) days of Client's receipt of Agency's monthly invoice.

(b) Out-of-pocket account management fees (faxing, long-distance calls, copies, etc.) are included in the retainer. Other agreed-to out-of-pocket expenses, including expenses related to travel or any paid media campaign, would be billed at cost and only after consent for implementation. Agency shall invoice Client for Services provided on a monthly basis. Each invoice shall be in a form reasonably satisfactory to Client and shall include supporting documentation as reasonably requested by Client. Approved invoices will be paid within thirty (30) days of Client's receipt.

5. Ownership of Rights; Work Made for Hire and Assignment.

(a) All public relations materials, trademarks, trade names, copyrights or other intellectual property rights which may be created in connection with Agency's Services hereunder are and shall remain the exclusive property of Client. However, Agency reserves the right to publicize the Client name on Agency website and other media.

(b) All works and materials created or developed for Client by the Agency hereunder including but not limited to all interim and final concepts, public relations materials, sketches, designs, layouts, photographs, computer programs, work papers, drafts, and written materials and creative works of any and all kind which the Agency has created or shall hereafter create in the course of performing the Services (the "Work") are and shall be deemed "work made for hire" under the United States Copyright Act of 1976, as amended. In the event that any such Work shall not qualify as a "work made for hire," Agency hereby assigns to Client (including its successors and assigns absolutely and forever) all rights, title and interest in and to all such Work and the copyrights in it throughout the world and agrees, without additional compensation, to execute any and all further documents appropriate to record such assignment and enforce such rights. Without limiting the foregoing, in its sole discretion, Client and anyone authorized in writing by Client may modify, expand, exploit, use or not use the Work in any manner and media, in whole or in part, throughout the world in perpetuity with or without attribution to the Agency.



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(c) The tangible Work and all copies thereof shall be the exclusive property of Client. At Client's request, the Agency agrees to cause the Work and all copies thereof to be promptly surrendered to Client.

6. Term and Termination.

(a) This Agreement shall remain in effect from November 18, 2014 to February 18, 2015 with subsequent 30 day periods until canceled by either party for any reason on thirty (30) days' advance written notice to the other party.

(b) If either party shall default in the performance of any of its obligations under this Agreement, then the other party may terminate this Agreement on fifteen (15) days' prior written notice to the defaulting party, unless such party has corrected its default to the reasonable satisfaction of the non-defaulting party within such fifteen (15) day period; provided, however, that Client may terminate this Agreement on five (5) days' notice to Agency if Client shall determine that any act or omission by Agency is damaging, or threatens to damage, the goodwill or business of Client.

7. Indemnification.

Agency agrees to indemnify and hold Client harmless against any and all loss, liability, damages, expenses, costs (including reasonable attorney's fees) arising, directly or indirectly, from any claim, action or suit, actual or threatened, whether groundless or otherwise, of whatever nature (including the settlement thereof) arising out of Agency's performance or non-performance of its Services or other obligations hereunder.

8. No Assignment.

The Services contemplated by this Agreement are unique and personal and Client has entered into this Agreement in reliance on the performance of the Services exclusively by Ceisler Media & Issue Advocacy. Therefore, Agency's Services hereunder may not be subcontracted or delegated. Neither this Agreement nor any rights hereunder are assignable by Agency, by operation of law or otherwise, and any attempt to do so shall be null and void.

9. Confidentiality and Client's Materials.

Agency hereby acknowledges that in the course of performing the Services hereunder, Agency will have access to trade secrets, confidential and proprietary information of Client. Agency agrees that

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all trade secrets, proprietary and confidential information, including but not limited to the identify of Client's resources, Client's resources, Client's sales and shipment volumes, Client's business marketing, merchandising, public relations and real estate plans and analyses, and all like materials and information furnished by or prepared and/or maintained for Client (collectively referred to as "Client's Materials"), shall be held in the strictest confidence by the Agency. All of Client's Materials are and shall be the exclusive property of Client and Agency shall not, at any time during or after the term of this Agreement, furnish or use any of Client's Materials for or on behalf of any persons other than Client. At Client's request, Agency shall immediately return all of Client's Materials to Client in strict accordance with its request.

10. Notices.

Each notice, demand, approval or consent required or permitted to be given hereunder shall be deemed to be duly given if in writing (including email) and either personally served or sent by certified mail, return receipt requested to the parties as follows:

To Agency:

Cynthia L. McCurdy
Director of Business Operations
Ceisler Media & Issue Advocacy
1525 Locust Street, 6th Floor
Philadelphia, PA 19102

To Client:

Mr. Elad Strohmayer
Deputy Consul General
Consulate General of Israel
To the Mid-Atlantic Region
1880 JFK Blvd. Suite 1818
Philadelphia, PA 19103

11. Entire Agreement.

This document shall not constitute an agreement, shall be of no effect and shall not be binding upon either party until signed by an authorized representative of each of the parties where indicated below. This Agreement constitutes the exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior discussions or arrangements between the parties. This Agreement may not be amended, modified, or superseded except in writing signed by the parties hereto.