

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 <i>Ruder Finn 301 E. 57th St NY, NY 10022</i>	2. Registration No. <i>1481</i>
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3. Name of foreign principal <i>EL AL ISRAEL AIRLINES</i>	4. Principal address of foreign principal <i>15 E. 26th St NY, NY 10010</i>
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CRM/CES/REGISTRATION UNIT

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 checked="" 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.

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

*airline*

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.)

*the government of Israel still holds a  
21.6% interest in El Al*

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.

*Knaftaim Arkia Holdings*

Date of Exhibit A	Name and Title	Signature
<i>4/10/06</i>	<i>Gail Henny, SVP</i>	<i>Gail Henny</i>

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.

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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 <i>Rudolph King Jones</i>	2. Registration No. <i>1481</i>
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3. Name of Foreign Principal  
*EL AL ISRAEL AIRLINES*

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.  
*Public Relations Counsel*

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

Press releases  
Media relations  
Special Events

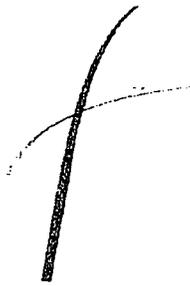
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes  No

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.

APR 10 2006  
10:19 AM  
SECURITIES AND EXCHANGE COMMISSION

Date of Exhibit B	Name and Title	Signature
4/10/06	GAIL MOONEY, SUP	Gail Mooney

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.



R U D E R • F I N N

October 29, 2004

Ms. Sheryl Stein  
Manager, Advertising and Public Relations, U.S.A  
El Al Israel Airlines  
15 East 26th Street  
New York, NY 10010

Dear Ms. Stein:

We are pleased that Ruder Finn, Inc. has been appointed as public relations counsel for El Al Israel Airlines. This constitutes a binding contract and sets forth the arrangement under which Ruder Finn, Inc. will serve your firm.

As compensation for our services, Ruder Finn, Inc. will be paid a monthly fee of \$7,000.00 regardless of the number of hours that Ruder Finn personnel actually spend on your firm's account. Billing of this monthly fee will be on the first day of each month, and payable by the 20th of the month in which it is billed.

Out-of-pocket expenses for the month are billed on or about the 10th of the following month and include such items as travel and lodging (as approved by the client in advance) telephone, copying, release reproduction, postage, etc.

On expenditures of \$500 and over, we offer clients the option of having such charges billed directly to their organization. However, if such a major expenditure is billed to Ruder Finn we will impose a handling and financing charge of 20%. These charges will apply only to major expenditures on the client's behalf of such items as art, photography, design, printing, films or TV productions.

Certain expenses are billed pro rata (at 2% of the monthly fee) to all of Ruder Finn's clients. The expense for this charge will be billed as supplies and services and covers such items as supplies and subscriptions that cannot be identified with a specific client; equipment and related maintenance; administrative support services; and interest or loss of interest income on reimbursable expenses.

All amounts due over forty-five (45) days from invoice date shall bear interest from such 45th day at the rate of eighteen percent (18%) per annum (or such lesser rate as may be the maximum permissible rate under applicable law). This charge shall be in addition to any other remedies we may have with respect to late payment.

**If the amounts due Ruder Finn should ever exceed \$10,000 for over 90 days, Ruder Finn will have the option to cease all work on the account upon one day written notice sent by overnight mail to the above address at any time on or after the 90<sup>th</sup> day until the account is current.**

Ruder Finn will maintain records of all staff time work -- and all out-of-pocket expenditures incurred on behalf of your company -- and will be prepared to supply reasonable supporting detail which you may require, with the exception of any items under \$50.00, including but not limited to postage, fax, telephone, messenger and overnight delivery.

In the event El Al Israel Airlines questions the validity of any charge or invoice, including but not limited to monthly charges, for any reason, payment for only the portion under question may be delayed provided El Al Israel Airlines requests further explanation or documentation in writing actually received by Ruder Finn within twenty (20) days of invoice receipt. In such an event, Ruder Finn will not charge a finance charge on said portion until 25 days after Ruder Finn responds to the request for information or documentation. You expressly agree that the request or objection to any Ruder Finn charge or invoice as aforesaid must be in writing and that an oral or verbal request or objection will be of no force or effect whatsoever nor is it to be relied upon for any purpose.

All press or other materials released on your behalf by Ruder Finn will be submitted to you for approval prior to release. You agree to defend, indemnify and hold us harmless against any loss, cost or expense (including reasonable attorneys' fees) we may sustain or incur as a result of any claim, suit or proceeding made, brought or threatened against us arising out of any assertions made on your behalf in any material we may prepare for you and in any public relations efforts we may undertake for you and which you approve before release.

Nothing in this agreement shall be construed so as to constitute either party as an agent with authority to bind the other except as may be specifically approved by the party to be so bound.

This agreement would be effective November 1, 2004 and would roll over annually with either party having the right to terminate the agreement providing 60 days' notice in writing. We further agree that any increase in the monthly retainer after the initial contract period of November 1, 2004 to December 31, 2005 will be limited to the annual increase in the cost of living index as determined for the preceding twelve months by an independent government source.

**During said 60 day notice period, we will, on your request, continue to provide our services but, at the minimum, and whether or not you request our services in that period, the monthly fee of \$7,000.00 per month will be due to us during that period.**

Due to training, employment and replacement costs, unless agreed to in a writing duly executed by both parties, El Al Israel Airlines agrees that during the term of this agreement and for a period one year thereafter, it will not employ or attempt to employ any employee of Ruder Finn who had been assigned to or involved with the El Al Israel Airlines account. In the event that El Al Israel Airlines does employ a Ruder Finn employee, either directly or indirectly, a fee equal to 30% of the employee's first year's compensation package will be due Ruder Finn upon acceptance by the employee of employment.

Notwithstanding the foregoing, in the event that either party shall have breached any material provision hereof, or shall have taken any action which shall have had the intention and effect of materially injuring the business, reputation or prospects of the other, which breach or action is not cured within 15 business days following written notice thereof to the breaching party from the other, said other party shall have the right to terminate this agreement as of the 16th day following the date of such notice without limitation of any other rights it may have in respect of such breach or injurious action.

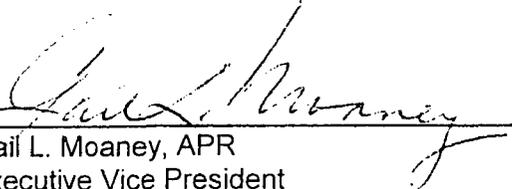
This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the choice of law principles thereof. Any suit, action or other proceeding relating to this Agreement shall be brought in the Courts of Record of the State of New York or in the United States District Court for the Southern District of New York.

This Agreement constitutes the entire agreement between the parties and all promises, representations, understandings and agreements with reference to the subject matter hereof have been expressed herein.

We will appreciate your signing a copy of this letter in the space provided and returning it to us, keeping the original for your files.

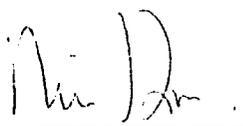
We look forward to a long term and productive relationship with El Al Israel Airlines.

Cordially,

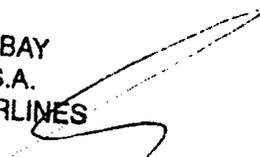
  
Gail L. Moaney, APR  
Executive Vice President  
Ruder Finn, Inc.

Nov 3 2004  
Date

Approved:

  
Ms. Nira Dror, Vice President  
General Manager, North and Central America  
EL AL Israel Airlines

11/1/04  
Date:

SHIMON GABBAY  
Controller U.S.A.  
EL AL ISRAEL AIRLINES  


Mr. Shimon Gabbay, Comptroller U.S.A  
EL AL Israel Airlines

Nov 01/04  
Date