

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>Geoffrey Weill Associates 27 West 24th St. (suite 305) New York, NY 10010</i>		2. Registration No. <i>5773</i>
3. Name of foreign principal <i>ISRAEL Ministry of Tourism</i>	4. Principal address of foreign principal <i>800 Second Ave. (16th floor) New York, NY 10017</i>	
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <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"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. <i>Ministry of Tourism</i> b) Name and title of official with whom registrant deals. <i>Arie Sommer, Consul, Tourism Commissioner North and South America</i>		
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		

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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

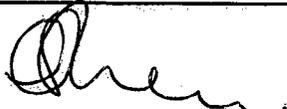
Financed by a foreign government, foreign political party, or other foreign principal Yes  No

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.)

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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 9/27/06	Name and Title Geoffrey Weill, Pres. Geoffrey Weill Assoc.	Signature 
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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>Geoffrey Weill Associates</i>	2. Registration No. <i>5773</i>
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3. Name of Foreign Principal  
*Israel Ministry of Tourism*

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*

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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

Public Relations

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.

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Date of Exhibit B 9/27/06	Name and Title Geoffrey Weill, Pres. Geoffrey Weill Associates	Signature 
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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 or a foreign country or a foreign political party



Geoffrey Weill  
President

July 19, 2006

Consul Arie Sommer  
Israel Ministry of Tourism  
Yitzhak Rabin Way  
800 Second Avenue  
New York NY 10017

Dear Arie:

I am delighted to put in writing a letter of agreement between THE ISRAEL MINISTRY OF TOURISM, NORTH AMERICA and Geoffrey Weill Associates that, I am hopeful, will mark the restoration of a long and mutually satisfactory relationship.

A In our role as Public Relations Counsel in North America to THE ISRAEL MINISTRY OF TOURISM, NORTH AMERICA we will undertake, on your behalf, a variety of mutually agreed activities. These will be based on our June 26, 2006 presentation, plan and proposal and to the accompanying document entitled: *"How We'd Handle Your Account: About Money and Staffing."*

We will meet/talk regularly so that our work can be updated/amended/adjusted in accordance with our mutual agreement throughout the course of this contract.

B WEILL agrees to represent THE ISRAEL MINISTRY OF TOURISM, NORTH AMERICA, energetically, responsibly, creatively and honorably.

C WEILL will assign appropriate members of its staff to handle THE ISRAEL MINISTRY OF TOURISM, NORTH AMERICA account, with central and on-going input by the undersigned. A written monthly activities report will be submitted.

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**D** The term of this agreement will be August 1, 2006 through July 31, 2007 with an option for additional 3 years by mutual agreement. If either party wishes to discontinue the arrangement, it may give the other ninety days notice in writing, without any specific reason.

**E** In consideration of WEILL's provision of the above services, THE ISRAEL MINISTRY OF TOURISM, NORTH AMERICA will pay WEILL:

An annual fee of \$282,000 (two hundred eighty two thousand U.S. dollars) payable in monthly installments of \$23,500 (twenty three thousand U.S. dollars) during the first twelve months of this agreement (August 1, 2006 through July 31, 2007).

If the option for 3 more years is agreed upon the annual fees will be as follows:

An annual fee of \$288,000 (two hundred eighty eight thousand U.S. dollars) payable in monthly installments of \$24,000 (twenty four thousand U.S. dollars) during the second twelve months of this agreement (August 1, 2007 through July 31, 2008)

An annual fee of \$294,000 (two hundred ninety four thousand U.S. dollars) payable in monthly installments of \$24,500 (twenty four thousand five hundred U.S. dollars) during the third twelve months of this agreement (August 1, 2008 through July 31, 2009).

An annual fee of \$300,000 (three hundred thousand U.S. dollars) payable in monthly installments of \$25,000 (twenty five thousand U.S. dollars) during the fourth twelve months of this agreement (August 1, 2009 through July 31, 2010).

**F** Statements for each month's services will be e-mailed by Geoffrey Weill Associates to THE ISRAEL MINISTRY OF TOURISM, NORTH AMERICA on the 15th of the preceding month, and the fee is to be received by the end of that preceding month. (Example: the statement for the month of September will be e-mailed on August 15th, and payment is expected by August 30th.) Payment may be made by check or by bank-to-bank wire transfer. Should you prefer the latter method of payment, our banking information is as follows:

- a. Chase Manhattan Bank, New York

- b. Account name: Geoffrey Weill Associates Inc;
- c. Routing code: 021000021
- d. Account number: 492500110865.

**G** THE ISRAEL MINISTRY OF TOURISM, NORTH AMERICA will reimburse WEILL for all reasonable expenses made on its behalf including postage, shipping, long-distance telephone calls and faxes, mailing-house charges for press releases, printing, couriers, messengers, entertainment, travel and photocopies. In the case of an expense involving two or more clients, the cost is charged to each client on a proportional basis.

Any single expense projected to exceed \$300 (three hundred U.S. dollars) will be submitted in advance for THE ISRAEL MINISTRY OF TOURISM, NORTH AMERICA's approval. Details of each month's expenses, along with receipts where appropriate, will be submitted to THE ISRAEL MINISTRY OF TOURISM, NORTH AMERICA on a monthly basis, and reimbursement is expected within 30 (thirty) working days. Expenses (other than those outlined in paragraph H) will not exceed \$1,500 U.S. dollars (fifteen hundred U.S. dollars) per month.

**H** For travel outside New York made by WEILL personnel at the request of THE ISRAEL MINISTRY OF TOURISM, NORTH AMERICA, THE ISRAEL MINISTRY OF TOURISM, NORTH AMERICA will either (1) reimburse WEILL for the cost of agreed travel arrangements, transportation, accommodation and meals or (2) make and pay for such arrangements on behalf of the WEILL personnel who is/are traveling. WEILL personnel will be paid a daily stipend ("Eshel") for meals, equal to the sum paid by THE ISRAEL MINISTRY OF TOURISM, NORTH AMERICA to its own traveling executives.

In the event that a representative of WEILL is traveling as a companion or escort of a guest or guests of the ISRAEL MINISTRY OF TOURISM, his/her travel accommodations will be approved by the Commissioner.

**I** THE ISRAEL MINISTRY OF TOURISM, NORTH AMERICA will provide WEILL with a sufficient and continuous flow of pertinent information to enable it to act properly as its representative; it will also provide adequate supplies of press-kit folders, press release stationery, photographs, brochures and similar items. No press release or communication on behalf of the ISRAEL MINISTRY

OF TOURISM will be distributed or issued by WEILL without approval of its content by the Commissioner or a person authorized by him.

J THE ISRAEL MINISTRY OF TOURISM, NORTH AMERICA may make available to WEILL any mailing lists it wishes to have included in mailings. Such lists shall remain the property of THE ISRAEL MINISTRY OF TOURISM, NORTH AMERICA. WEILL will utilize its extensive data base of journalists for the benefit of THE ISRAEL MINISTRY OF TOURISM, NORTH AMERICA account.

K No later than August 15, 2006, WEILL and THE ISRAEL MINISTRY OF TOURISM, NORTH AMERICA will finalize procedures for our reporting to you of our activities.

L THE ISRAEL MINISTRY OF TOURISM, NORTH AMERICA will hold WEILL harmless for any press misinformation which was approved by THE ISRAEL MINISTRY OF TOURISM, NORTH AMERICA.

M In recognizing that in inviting journalists to Israel, WEILL is acting only as a representative of THE ISRAEL MINISTRY OF TOURISM, NORTH AMERICA, THE ISRAEL MINISTRY OF TOURISM, NORTH AMERICA agrees to indemnify WEILL against any claim arising from a guest's personal injury, illness, and loss of property or expense of any nature whatsoever that he or she should suffer during such a visit.

N We acknowledges our responsibilities, both during and after the term of this agreement to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data we develop on behalf of the ISRAEL MINISTRY OF TOURISM, NORTH AMERICA or that is disclosed to us by the ISRAEL MINISTRY OF TOURISM, NORTH AMERICA .

O We do not add a mark-up to printing, graphic design or other work placed in the hands of third-parties. We are willing to assist the ISRAEL MINISTRY OF TOURISM, NORTH AMERICA, to seek and assign appropriate outside companies to provide such services but we prefer that the payment for such services be effected by the ISRAEL MINISTRY OF TOURISM, NORTH AMERICA, directly with the provider.

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**P** All rights to pamphlets, brochures, letterheads, newsletters, slogans and other collateral material we develop on behalf of the ISRAEL MINISTRY OF TOURISM are deemed the property of the ISRAEL MINISTRY OF TOURISM and its overseas offices. We may retain copies of items produced by us for the ISRAEL MINISTRY OF TOURISM as examples of work we have completed on your behalf.

**Q** This Consulting agreement is understood to be contingent on the undersigned (Geoffrey Weill) remaining President of Geoffrey Weill Associates and acting as overall supervisor of the ISRAEL MINISTRY OF TOURISM, NORTH AMERICA account. We may not sell, assign, transfer or hypothecate any rights or interests created under this agreement or delegate any of his obligations without your prior written consent.

**R** We agree that we will meet on a constant basis for the furtherance of this account. We agree that each of us is encouraged to share with the other any concern about the handling of the account and to expect that concern to be addressed and remedied urgently. We agree that this Agreement is governed and construed in accordance with the laws of the State of Israel and that should we be unable to resolve any dispute between us, that dispute will be adjudicated by a court of competent jurisdiction located in the State of Israel.

**S** Both Weill and IMOT do not wish to create an employer/employee relationship and are entering into this Agreement to specifically exclude the creation of any employment relationship.

If the above agreement is agreeable to you, would you please so indicate by signing below and returning a copy of this letter to me by fax or e-mail at your earliest convenience.

May I repeat how very excited we are about the prospect of our working together, and we look forward to a future that brings more and more North American visitors to Israel.

Sincerely,

Agreed:

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Geoffrey Weill  
President  
NORTH AMERICA

for THE ISRAEL MINISTRY OF TOURISM, N.A.

Director General 9.8.06

Arie Sommer, Consul, Tourism Commissioner for  
North & South America.

Haim Gufin-Golan, Senior Deputy Director General 9.8.06

Ran Alon, Deputy Chief Fiscal Officer Aug. 9 / 2006

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

Appendix A: How we'd handle your Public Relations account  
Appendix B: Public Relations Strategy for North America